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"Warranty Period" – one year, starting on the date the original Licensee is granted the license.

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License fees are based on actual permitted use in accordance with the terms of this Agreement. Licensor does not give credits or refunds for fees already due or paid, except as specified elsewhere in this Agreement. If Licensee wishes to increase its Authorized Use, Licensee must notify Licensor or an authorized Licensor reseller in advance and pay any applicable charges.

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If any authority imposes on the Program a duty, tax, levy, or fee, excluding those based on Licensor's net income, then Licensee agrees to pay that amount, as specified in an invoice, or supply exemption documentation. Licensee is responsible for any personal property taxes for the Program from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Program outside the country in which the original Licensee was granted the license, then Licensee agrees that it is responsible for, and will pay, any amount imposed.

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To assist Licensee in isolating the cause of a problem with the Program, Licensor may request that Licensee 1) allow Licensor to remotely access Licensee's system or 2) send Licensee information or system data to Licensor. However, Licensor is not obligated to provide such assistance unless Licensor and Licensee enter a separate written agreement under which Licensor agrees to provide to Licensee that type of technical support, which is beyond Licensor's warranty obligations in this Agreement.

Licensee remains responsible for 1) any data and the content of any database Licensee makes available to Licensor, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Licensee will not send or provide Licensor access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that Licensor may incur relating to any such information mistakenly provided to Licensor or the loss or disclosure of such information by Licensor, including those arising out of any third party claims.

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NEITHER QUANTUM NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF, OR DAMAGE TO, DATA, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF QUANTUM IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

9. Compliance Verification

The rights and obligations set forth in this Section 11 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

9.1 Verification Process

Licensee agrees to create, retain, and provide to Licensor and its auditors accurate written records, system tool outputs, and other system

information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with this Agreement. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with this Agreement.

Upon reasonable notice, Licensor may verify Licensee's compliance at all sites and for all environments in which Licensee uses (for any purpose) Programs. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. Licensor may use an independent auditor to assist with such verification, provided Licensor has a written confidentiality agreement in place with such auditor.

9.2 Resolution

Licensor will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its permitted use or is otherwise not in compliance with the Agreement. Licensee agrees to promptly pay directly to Licensor the charges that Licensor specifies in an invoice for 1) any such excess use, and 2) any additional charges and other liabilities determined as a result of such verification.

10. General

- a. Nothing in this Agreement affects any statutory rights of Licensee that cannot be waived or limited by contract.
- b. For Programs Licensor provides to Licensee in tangible form, Licensor fulfills its shipping and delivery obligations upon the delivery of such Programs to the Licensor-designated carrier, unless otherwise agreed to in writing by Licensee and Licensor.
- c. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- d. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- e. Licensee authorizes Licensor and its subsidiaries (and their successors and assigns, contractors and Licensor Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with Licensor products and services, or in furtherance of Licensor's business relationship with Licensee.
- f. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- h. Neither Licensee nor Licensor is responsible for failure to fulfill any obligations due to causes beyond its control.

11. Geographic Scope and Governing Law

11.1 Governing Law

The laws of the country in which you acquire the Program govern this Agreement, except 1) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; 2) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Federal Republic of Yugoslavia, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, and Ukraine, the laws of Austria govern this Agreement; 3) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; 4) in Canada, the laws in the Province of Ontario govern this Agreement; and 5) in the United States and Puerto Rico, and People's Republic of China, the laws of the State of California govern this Agreement.

Country-unique Terms: Nothing in this agreement affects certain local, jurisdictional or country-specific statutory or other legislative rights Licensee may have that cannot be entirely waived, excluded or limited by contract, nor does this agreement waive Quantum's rights under such laws to disclaim, exclude or limit such rights, obligations, liabilities, warranties, etc. to the extent permitted under such laws. Licensee acknowledges and agrees that it has been sufficiently notified by this writing that Quantum has hereby exercised those rights to the fullest extent permitted.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

11.2 Jurisdiction

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license subject to and consistent with the exceptions noted in 11.1 above.