



**ADEMERO END-USER LICENSE AGREEMENT**  
**(Subscription License)**

*Updated 03-09-18*

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## 12. Refund Policy

12.1 Software License: If the Licensee is not satisfied with the Software, the Licensee may request a refund within thirty (30) days of the Purchase Date. After the thirty-day period, the Licensee is not entitled to receive a refund. If the Licensee requests a refund during the thirty-day period, the Licensee shall receive the Purchase Price of the Software License minus the Licensor's costs associated with providing and maintaining the use and availability of the Software.

12.2 Professional Service: If the Licensee has purchased Professional Service(s) (i.e., Engineering Time and/or Development Time), the Licensee may request a refund for such service(s) for any reason within thirty (30) days of the Purchase Date. After the thirty-day period, the Licensee is not entitled to receive a refund. If the Licensor has started professional service(s) any time before the Licensee requests a refund, regardless if the refund request is made within thirty (30) days of Purchase Date, the Licensee is not entitled to receive a refund.

*For this provision only, professional service(s) shall be deemed to have started when the Licensor, in good faith, has invested more than two (2) hours on the service(s) agreed upon by the Parties. Prior to the Licensee's refund request, the Licensor is not responsible for providing the Licensee with notice of when the Licensor has reached the two-hour threshold.*

If the Licensee requests a refund during the thirty-day period and prior to the Licensor's investment of at least two hours into Professional Service, the Licensee shall receive the Purchase Price of the Professional Service minus the Licensor's cost of labor used for such Professional Service prior to the Licensee's refund request.

12.3 Hardware: The Licensee shall not receive a refund for any Hardware purchased from the Licensor.

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The Licensor shall provide technical support services to the Licensee, in accordance to the **Service Level Agreement**, for the Subscription Term. After the Subscription Term, if the Licensee fails to renew its license, the technical support shall terminate.

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## **18. Applicable Law**

The Parties agree that this EULA shall be governed by, construed, and interpreted in accordance with the laws of Florida. The Parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA"), as it hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the Parties waive any and all rights they may have under any laws adopting UCITA in any form.

## **19. Arbitration**

Any dispute, controversy, or claim arising under this EULA, or breach, termination, or invalidation thereof, that cannot be settled through good faith negotiations by the Parties, shall be subject to binding arbitration held in Lakeland, FL (USA), by a single Arbitrator agreed upon by the Parties, under the commercial arbitration rules of the American Arbitration Association (AAA). The Arbitrator shall have the authority to grant injunctive relief and specific performance to enforce the terms of this EULA. Judgment on any award rendered by the Arbitrator may be entered in any court of competent jurisdiction in Florida only.

## **20. Severability**

If any term or provision of this EULA is found to be unenforceable or invalid under applicable law, such term(s) or provision(s) shall be limited, narrowed and modified to the least extent necessary to render it(them) enforceable and valid. If necessary, the unenforceable or invalid term(s) or provision(s) shall be eliminated from this EULA, and the remaining provisions shall remain in full force and effect.





## **21. Waiver**

No waiver of any right under this EULA shall be deemed effective unless contained in writing signed by a duly authorized representative of the Party against whom the waiver is to be asserted. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future rights arising out of this EULA.

## **22. Entire Agreement**

This EULA, and any agreement or material referenced herein, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein.