

Mosaico Software User License Agreement

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IMPORTANT: DO NOT DOWNLOAD OR USE THIS SOFTWARE UNTIL YOU (THE "LICENSEE") HAVE READ AND AGREED TO THE TERMS OF THIS AGREEMENT. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT ALL SUCH USE IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY SUCH USE WILL CONSTITUTE SUCH ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN LICENSEE AND VOID LABS SNC THAT ISSUED THE SOFTWARE LICENSE KEY(S) ("VOIDLABS"). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT.

1. License

1.1. License Grant.

Subject to the terms and conditions set forth in this Agreement, VoidLabs hereby grants to Licensee a perpetual, non-exclusive, non-transferable, worldwide license, to integrate, market, use, copy, modify and provide the Software to End-Users solely when included as part of the Licensee Subscription Service, provided that such Licensee Subscription Service contains significant additional functionality not incorporated in the Software.

Licensee shall have the right to sub-license the Software to Licensee's End-Users as part of the Licensee Subscription Service provided that the number of Monthly Active Users will stay below the limits specified in the Order Form.

Licensee shall sub-license the Software under an End-User Agreement having terms substantially similar or at least as protective of VoidLabs' rights as the provisions of this Agreement and the following provisions as to the Licensed Software: (i) the End-User is granted a non-exclusive, non-transferable right to use the Software solely in connection with the Subscription Service provided by the Licensee; (ii) the End-User shall not be provided any warranty with respect to the Software; (iii) Title to the Software remains with VoidLabs; (iv) the End-User's right to use the Software will terminate if the End-User breaches any of the terms set out in the End-User Agreement and is unable to cure such breach within the cure period specified therein.

1.2. License Restrictions.

Except as expressly permitted by this Agreement, Licensee will not, nor will it permit or authorize anyone to: (i) distribute, convey, lend, lease, share, sell, transfer, market, sublicense, rent or otherwise make available any component of the Software; (ii) use the Software for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Software, or developing a product that is competitive with the Software; (iii) remove any copyright, trademark or other proprietary notice from the Software; or (iv) alter or circumvent any Software license key or any other restrictions or limitations on Software access or use.

1.3. Retention of Rights; Access and Security.

The Software provided hereunder is licensed, not sold. To the extent not expressly licensed to Licensee hereunder, VoidLabs, its Affiliates, and their respective suppliers or licensors where applicable, reserve and retain all right, title and interest in and to the Software and all intellectual property rights embodied therein, as well as all trademarks, service marks, product names and trade names of VoidLabs and its Affiliates (collectively, the "Marks"). Licensee shall maintain reasonable technical and procedural access controls and system security to safeguard the Software and shall be directly responsible for any violations of this Agreement by anyone that it or any of its Affiliates has allowed to access the Software.

1.4. Feedback.

If Licensee chooses to provide VoidLabs with ideas or suggestions regarding any VoidLabs products or services, Licensee agrees that VoidLabs is free to use any such ideas and suggestions for any purpose, including, without limitation, developing, improving and marketing products and services, without any liability or payment of any kind to Licensee.

2. Maintenance and Services

2.1. Maintenance.

Licensee shall have the right to receive updated versions of the Software released during the Maintenance and Support period.

2.2. Support.

VoidLabs shall exercise commercially reasonable efforts to provide Second Level Technical Support to the Licensee, by a medium (e.g. by email or ticketing system) of VoidLabs choice, in the limits specified in the Order Form, provided that Licensee is then current on all of its payments to VoidLabs. Licensee may designate in writing up to three (3) Support contacts and VoidLabs shall have no obligations to provide technical support to any individual or entity except for such designated contacts. VoidLabs will also provide a reasonable level of Support to Licensee's developers to support the use and integration of the Software with the Licensee Subscription Service.

2.3. Limitation.

VoidLabs' obligation to provide Second Level Technical Support is conditioned upon the following: (i) Licensee makes reasonable efforts to solve the problem after consulting VoidLabs; (ii) Licensee provides VoidLabs with sufficient information and resources to correct the problem either at VoidLabs' offices or via remote access to Licensee's site, as well as access to the personnel, hardware, and any additional software involved in discovering the problem; (iii) Licensee promptly installs all updates; (iv) Licensee procures, installs and maintains all equipment necessary to operate the Software. This Agreement does not extend to the operation of third party software and VoidLabs will not provide Licensee with generic consultation, assistance, or advice regarding any third party software.

2.4. Duration.

Maintenance and Support starts on the Delivery Date and the duration is set in twelve (12) months unless differently specified in the Order Form.

2.5. Licensee's Support Commitments.

Licensee shall provide First Level Technical Support to End-Users. "First Level Technical Support" means that Licensee will provide Technical Support directly to End-Users concerning general product information, use of the Software, configuration support and collection of relevant technical problem identification information, and will differentiate non-technical problems from technical problems. Licensee will defend, indemnify and hold harmless VoidLabs, and its directors, managers, shareholders, employee and agents, from and against any and all claims, demands, causes of action, damages, costs, expenses, penalties, losses and liabilities, arising out of or relating to any breach by Licensee of the terms of any support agreement between Licensee and any End-User.

2.6. Consulting Services.

VoidLabs may provide Consulting Services to Licensee, which shall be limited to implementation, configuration and software enablement services provided on a time and materials basis. Licensee retains all right, title and interest in and to its proprietary data ("Licensee Data"), including all data that Licensee elects to integrate into the Software or to display within a dashboard created with the Software. VoidLabs retains all right, title and interest in and to the Software and all deliverables resulting from performance of the Consulting Services, including all methodologies, designs, improvements to the Software, and know how, but excluding any Licensee Data incorporated into any such deliverable. VoidLabs hereby grants Licensee a non-exclusive license to use any deliverables or work product created hereunder in connection with Licensee's authorized use of the Software.

3. Warranties and Disclaimers

3.1. Authority

VoidLabs warrants that it has full title and ownership to the Software and has the authority to grant the license hereunder. To the best of VoidLabs' knowledge the Software does not infringe upon the intellectual property rights of

any third-party and that VoidLabs did not receive any notice regarding any alleged infringement thereof. As expressly set forth in sections 9.2 the Software may include Third Party Materials licensed by their respective owners.

3.2. Limitation

EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, AND SUBJECT TO SECTION 9.6 (EVALUATION LICENSES), VOIDLABS MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VOIDLABS HAS BEEN INFORMED OF SUCH PURPOSE). VOIDLABS DOES NOT WARRANT THAT THE SOFTWARE WILL BE ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

3.3. Exclusions

VoidLabs does not warrant that (i) the Software will meet any specific requirement, (ii) the Software will be uninterrupted, timely, secure, or error free, (iii) the result that may be obtained by the use of the Software will be accurate or reliable and (iv) any errors in the Software will be corrected.

4. Limitation of Liability

4.1. Limitation of Liability.

Except for: (i) death or bodily injury caused by a Party's negligence; (ii) breach of Section 9.4 (Compliance with Laws); (iii) each Party's indemnification obligations under this Agreement; and (iv) Licensee's violation of VoidLabs' intellectual property rights, each Party's maximum, cumulative liability for any claims, losses, costs (including attorney's fees) and other damages arising under or related to this Agreement, regardless of the form of action, whether in contract, tort (including but not limited to negligence or strict liability) or otherwise, will be limited to actual damages incurred, which will in no event exceed the greater of the amount of fees paid or payable by the Licensee attributable to the specific products or services giving rise to such damages or one thousand U.S. dollars (\$1,000).

4.2. Exclusion of Damages.

IN NO EVENT WILL VOIDLABS OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OF SAVINGS, PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA, GOODWILL, OR REPUTATION, INACCURACY OF ANY DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

4.3. Disclaimer.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE INDEPENDENT OF ANY AGREED REMEDY SPECIFIED IN THIS AGREEMENT, AND WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY AGREED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT VOIDLABS MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF VOIDLABS' LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. IF A WAIVER, RIGHT, OR REMEDY IS EXERCISED PURSUANT TO MANDATORY LAW, IT SHALL BE EXERCISED SOLELY FOR THE PURPOSE PROVIDED AND IN CONFORMANCE WITH THE PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED FOR BY SUCH LAW.

4.4. No Third Party Beneficiaries.

The warranties and other obligations of VoidLabs under this Agreement run only to, and for the sole benefit of, Licensee, notwithstanding any rights to access or use the Software the Licensee may grant its Affiliates or third party external users. Except as otherwise mandated by applicable law, no other person or entity will be considered a third party beneficiary of this Agreement or otherwise entitled to receive or enforce any rights or remedies in relation to this Agreement.

5. Intellectual Property Infringement Indemnification

5.1. Indemnification.

VoidLabs shall indemnify, defend and hold harmless Licensee and its Affiliates against any IP Claims, provided that Licensee (i) promptly notifies VoidLabs in writing of such IP Claim; (ii) allows VoidLabs to have control of the defense and any related settlement negotiations; and (iii) provides VoidLabs with such information, authority and assistance necessary for the defense or settlement of the IP Claim.

5.2. Duration

VoidLabs shall provide indemnification specified in Section 5.1 for a duration of twelve (12) months starting from the Delivery Date.

5.3. Exceptions.

VoidLabs will not be liable for any IP Claim arising from or based upon: (i) any unauthorized use, reproduction or distribution of the Software; (ii) any modification or alteration of the Software without the prior written approval of VoidLabs; (iii) use of a prior version of the Software, if use of a newer version of the Software would have avoided such claim; or (iv) any Third Party Materials provided with the Software.

5.4. Remedies.

If the Software becomes, or, in VoidLabs' opinion, is likely to become, the subject of an IP Claim, VoidLabs may, at its option and expense, either: (i) obtain the right for Licensee to continue using the Software in accordance with this Agreement; (ii) replace or modify the Software so that it becomes non-infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies are, in the sole discretion of VoidLabs, commercially feasible, terminate the license(s) for the subject Software (without need for a ruling by a court or arbitrator) and refund to Licensee a pro rata portion of the license fees received by VoidLabs with respect thereto, amortized over three (3) years on a straight-line basis, provided that such Software is returned to VoidLabs promptly after the effective date of any such termination.

5.5. SOLE AND EXCLUSIVE REMEDY.

THIS SECTION 5 STATES VOIDLABS' SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND LICENSEE'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS.

6. Payment

6.1. Fees

Licensee shall pay to VoidLabs all License Fees and/or other fees specified in the Order Form. Failure to pay such fees shall constitute a material breach of this Agreement.

6.2 Payment and Terms of Sale

VoidLabs shall invoice Licensee in advance. Licensee shall pay all amounts due and payable to VoidLabs within thirty (30) days of an invoice issued by VoidLabs. Amounts not paid when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the maximum rate permitted by law.

6.3 Taxes

Licensee shall pay any and all sales, use and other taxes of any kind, including any GST, VAT and customs levels or charges. In connection therewith, Licensee hereby agrees to indemnify and hold harmless VoidLabs from and against the amount of any tax, interest and penalties (other than corporate income taxes payable by VoidLabs based on or due as a result of any amount paid to VoidLabs hereunder) in the event that a given jurisdiction successfully asserts such tax in connection with the sale for the Licensee Subscription Service covered by this Agreement.

7. Confidentiality

Each Party will hold in confidence the other Party's Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights or perform its express obligations hereunder. Any Party's disclosure of the other Party's Confidential Information may be made only to those of its employees or consultants who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order. Each Party's confidentiality obligations hereunder will continue for a period of five (5) years following any termination of this Agreement, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law. The Parties acknowledge and agree that the Software and all pricing information shall be treated as the Confidential Information of VoidLabs.

8. Term and Termination

8.1. Term.

This Agreement shall become effective as of the Delivery Date and shall continue forever unless earlier terminated by either Party.

8.2. Termination for Breach or Insolvency.

Either Party may terminate this Agreement or individual Software licenses or Statements of Work (without resort to court or other legal action) if the other Party: (i) fails to cure a material breach within thirty (30) days (ten (10) days in the case of non-payment by Licensee) after written notice of such breach, provided that VoidLabs may terminate this Agreement immediately upon any breach of Section 1.2; (ii) terminates or suspends its business without a successor; (iii) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (iv) becomes subject to any bankruptcy or insolvency proceeding.

8.3. Effect of Termination.

Upon termination of this Agreement or any Software license, Licensee shall: (i) immediately cease using the applicable Software; and (ii) certify to VoidLabs within thirty (30) days after expiration or termination that Licensee has destroyed or has returned to VoidLabs all copies of the applicable Software, any associated license keys and all other VoidLabs Confidential Information in its possession. Termination of this Agreement or any Software licenses shall not prevent either Party from pursuing all available legal remedies, nor shall such termination relieve Licensee's obligation to pay all fees that are owed as of the effective date of termination. All provisions of this Agreement relating to VoidLabs's ownership of the Software, limitations of liability, disclaimers of warranties, confidentiality (for the time periods specified in this Agreement), waiver, audit and governing law and jurisdiction, will survive the termination of this Agreement.

9. General Provisions

9.1. Definitions.

Unless defined elsewhere in this Agreement, the capitalized terms utilized in this Agreement are defined below.

"Affiliate" means, with respect to a Party, any entity which controls, is controlled by, or is under common control with such Party, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

“Agreement” means this VoidLabs User License Agreement and any Order Form(s) and Statement(s) of Work between VoidLabs and Licensee that reference it.

“Authorized User” means an employee or independent contractor of either Licensee or an Affiliate of Licensee who has been authorized by Licensee to use the Software in accordance with the terms and conditions of this Agreement.

“Confidential Information” means non-public information that is disclosed by or on behalf of a Party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information does not include information which, and solely to the extent it: (i) is generally available to the public other than as a result of a disclosure by the receiving Party or any of its representatives; (ii) was known to the receiving Party prior to the date hereof on a non-confidential basis from a source other than disclosing Party or its representatives; (iii) is independently developed by the receiving Party without the benefit of any of the disclosing Party’s Confidential Information; (iv) becomes lawfully known to the receiving Party on a non-confidential basis from a source (other than disclosing Party or its representatives) who is not prohibited from disclosing the information to the receiving Party by any contractual, legal, fiduciary or other obligation; or (v) was disclosed by the disclosing Party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

“Consulting Services” means any mutually agreed upon consulting services performed by VoidLabs under the terms of this Agreement and any applicable Statement(s) of Work.

“Delivery Date” means the date on which both the Software specified in the relevant Order Form and the license key(s) for such Software are initially made available (via download or otherwise) to Licensee.

“IP Claim” means a claim by a third party against Licensee or its Affiliates that the Software, as delivered by VoidLabs, infringes a third party copyright or trademark, infringes a patent issued by the United States, Canada, Australia, Japan, Switzerland, Singapore, Hong Kong, India, or any member country of the European Economic Area, or misappropriates a third party trade secret.

“Party” or “Parties” means VoidLabs and Licensee, individually and collectively as the case may be.

“Order Form” means a written document generated by VoidLabs (or otherwise acceptable to the Parties) that incorporates by reference the terms and conditions of this VoidLabs User License Agreement, is executed by the Parties and pursuant to which Licensee orders Software licenses and/or Consulting Services.

“Software” means the release of the VoidLabs software, either in source or object code form, provided or made available to Licensee pursuant to the applicable Order Form, as well as updates thereto that VoidLabs elects to make available at no additional charge to all of its customers as part of the Maintenance service for the Software. Unless otherwise indicated, the Software, Software API, Software Examples and Documentation are referred to collectively herein as “Software.”

“Statement of Work” means a document agreed to by the Parties that describes Consulting Services to be performed by VoidLabs pursuant to this Agreement.

“Licensee Subscription Service” mean the Software-as-a-Service (“Subscription Service”) that will be combined with the Software specifically identified in the Order Form.

“End-User” is any person or entity who receives a right to use the Licensee Subscription Service for its own use and not for resale of further sublicensing, through a license granted by Licensee.

“End-User-Agreement” means a standard form agreement under which an End-User is licensed by Licensee to use the License Subscription Service.

“Monthly Active Users” is the number of unique End-Users who run (execute in their browser or other suitable environment) the Software at least once in a given calendar month. When multiple users share the same storage (with the ability to create/edit/browse/delete the same contents with the same privileges) they can be counted as a single user.

9.2. Third Party Materials.

The Software may include certain open source or other third party software, data, or other materials (the “Third Party Materials”) that are separately licensed by their respective owners. License terms and other information relating to such Third Party Materials, including any availability of source code, may be found within the Software as a file named “NOTICE.txt”. VOIDLABS MAKES NO REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO LICENSEE'S USE THEREOF.

9.3. Assignment.

Licensee will not assign or transfer this Agreement or its rights and obligations hereunder to any third party without the prior written consent of VoidLabs. For purposes of this Section, any change of control of Licensee, whether by merger, sale of equity interests or otherwise, will constitute an assignment requiring the prior written consent of VoidLabs. Any attempt by Licensee to assign this Agreement or its rights and obligations hereunder in violation of this Section will be null and void. VoidLabs is free to assign or transfer any or all of its rights or obligations under this Agreement at its discretion. All terms of this Agreement will be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of VoidLabs and Licensee.

9.4. Compliance with Laws.

Licensee agrees at all times to comply with all applicable laws and regulations in its performance of this Agreement, which may include, without limitation, U.S. and E.U. export control laws and regulations, and regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the Council of the E.U. and their counterparts under applicable law. Licensee will indemnify, defend and hold harmless VoidLabs and its respective officers, agents and employees from and against any and all losses, costs, claims, penalties, fines, suits, judgments and other liabilities (including applicable attorney's fees) arising out of, relating to or resulting from Licensee's failure to comply with this Section 9.4.

9.5. Governing Law and Jurisdiction.

This Agreement is governed by the Italian law. Any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the Court of Ravenna (Italy), and the Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of such courts or arbitral bodies for the purpose of any such suit, action or proceeding. Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such Party, including, but not limited to, the confidentiality and use restrictions of this Agreement. TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW, LICENSEE EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT.

9.6. Evaluation Licenses.

If Licensee is licensing the Software for evaluation purposes, use of the Software is only permitted in a non-production environment and for a period of six (6) months. Notwithstanding any other provision in this Agreement, Evaluation Licenses for the Software are provided “AS-IS” without indemnification, maintenance and support, or warranty of any kind, expressed or implied.

9.7. Force Majeure.

Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the effective date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

9.8. Notices.

All notices and other communications given or made pursuant to this Agreement concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier. All notices or other communications to VoidLabs shall be addressed to: the contracting VoidLabs entity identified in Table 1, Attention: Legal Department. Unless otherwise specified by the Licensee, all notices to Licensee shall be sent to the address provided by Licensee in the Order Form.

9.9. Relationship between the Parties.

The Parties are independent contractors. Nothing in this Agreement will be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the Parties.

9.10. Waiver.

No term of this Agreement will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. Neither this Agreement nor any Order Form shall be dependent on Licensee issuing a purchase order. Licensee acknowledges that any purchase order is for its administrative convenience only and that VoidLabs has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have no legal force or effect.

9.11. Equitable Relief.

Licensee acknowledges that VoidLabs may be irreparably harmed by a breach of the terms of this Agreement and that damages, alone, may not be an adequate remedy. Licensee agrees that, in addition to any other rights or remedies permitted under applicable law, VoidLabs will have the right to enforce this Agreement by injunctive or other equitable relief without the need to prove actual damages or post a bond.

9.12. Limitation.

Subject to applicable law, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action arose.

9.13. Entire Agreement; Severability; Language.

This Agreement is the complete statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter of this Agreement. Notwithstanding the foregoing, if Licensee has entered into a separate written agreement with a VoidLabs entity prior to the Delivery Date which is intended to govern Licensee's Software and Maintenance purchase, then the terms of that separate agreement will govern in place of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in force and effect. The English language version of this Agreement shall be the governing version used when interpreting or construing this Agreement.

9.14. Name Change.

Each Party shall notify the other in writing in the event of changes to the names of such party's products associated with the Software.

9.15. Publicity.

Licensee hereby grants VoidLabs the right to list Licensee as a customer of VoidLabs along with other customers in marketing materials such as the VoidLabs web site, customer-facing presentations and press releases. There will be no implied endorsements that are explicitly or implicitly referenced other than the fact that the Licensee is a customer of VoidLabs.