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3. MAINTENANCE AND SUPPORT SERVICES. VACAVA may, but is not obligated to, provide you with maintenance and support services related to the Software (“Maintenance and Support Services”) by entering into a separate services agreement with you and you paying the applicable fees therefor.

4. FEES AND PAYMENT. In consideration for the licenses to the Software you have purchased, you shall pay VACAVA the license and other fees due under this Agreement and the Development Agreement in accordance with the Development Agreement between the parties specifying such licenses, except as otherwise agreed in writing by the parties.

5. TERMINATION. This Agreement shall automatically terminate if you fail to comply with any of the terms or conditions of this Agreement or the Development Agreement, and, if curable, such failure remains uncured for a period of 15 days after written notice from VACAVA. A breach of Section 2, 10 or 13 is deemed an incurable breach. You may terminate a license or this Agreement at any time with 30 days prior written notice to VACAVA. Upon any termination of a license or this Agreement, you must (a) cease all use of the Software to which your license(s) have terminated; (b) destroy all copies of the Software to which your license(s) have terminated, in whole or in part, in all forms and formats; and (c) provide VACAVA with written certification that all copies of the Software, whether partial or complete, to which your license(s) have terminated have been destroyed. The provisions of Sections 1, 4, 5, 6(b) and (c), 7, 9, 10, 11, 14, 15, 16 and 17 shall survive the termination of this Agreement.

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8. YOUR WARRANTY. You warrant that (a) you have full authority to accept and perform this Agreement; and (b) this Agreement has been duly accepted by you and constitutes a legal, enforceable and binding obligation on you.

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11. INDEMNIFICATION. You shall indemnify and holds harmless VACAVA from and against any claim, loss, liability, damages, settlements, judgment, tax, penalty, fine, fees, or other expenses (including attorney and expert fees and court costs) arising out of or resulting from your (or your employees if you are a legal entity) acts and omissions related to use or misuse of the Software, except to the extent any such claim, loss or liability arises out of or results from the gross negligence or intentional misconduct on the part of VACAVA.

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14. NOTICES. Any notice permitted or required to be given under this Agreement shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, by private courier service or by facsimile addressed to your address on your invoice for the Software and/or to VACAVA at 3131 Superior Dr NW, Rochester, Minnesota, 55901, or to such other addresses as the parties may designate by like notice from time to time. A notice so given shall be effective upon (a) receipt by the party to which the notice is given; or (b) on the fifth day following domestic mailing or the tenth day following international mailing, whichever occurs first.

15. AUDIT RIGHTS. You shall maintain complete and accurate books and records relating to compliance with the usage restrictions of the Software. VACAVA shall have the right at its own expense, during normal business hours and upon reasonable written notice to audit your computers, books and records to verify your compliance with the terms and conditions of this Agreement.

16. DISPUTE RESOLUTION AND ARBITRATION.

Section 16.1 If any dispute or claim arises between the parties in relation to, or in connection with this Agreement, the parties shall endeavor to resolve the same through negotiations. In the event the matter is not resolved by means of negotiations within a period of sixty (60) days, the dispute shall be referred to one mutually agreed upon arbitrator who shall adjudicate the dispute in accordance with the then-current relevant industry rules, if any, of the American Arbitration Association (“AAA”).

Section 16.2 The venue of arbitration proceedings shall be in **[Minneapolis,]** Minnesota, U.S.A., and the decision of the arbitrator shall be final and binding upon the parties.

Section 16.3 The language to be used in the arbitration proceedings shall be English.

Section 16.4 The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

17. GENERAL PROVISIONS. If there is any conflict between this Agreement and the Development Agreement, the Development Agreement shall control. Except as indicated in the prior sentence, this Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject hereof and supersedes and replaces any and all prior agreements, understandings, promises and representations, oral or written. This Agreement may only be amended or modified in a writing duly executed by representatives of both parties. This Agreement may not be assigned or transferred by you, including by operation of law, except with the prior written consent of VACAVA. Any prohibited assignment shall be null and void. This Agreement shall be construed and interpreted under the laws of the State of Minnesota, excluding its choice of law rules. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is found to be unenforceable or invalid by an arbitrator or a court of competent jurisdiction, such provision shall be interpreted so as to best accomplish the objectives of such provision and the remainder of this Agreement shall remain valid. No delay or failure of VACAVA to exercise any right under this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of VACAVA's right to exercise such right or to demand strict compliance by you with any terms hereof. Waiver by VACAVA of any particular default of you shall not affect or impair VACAVA's rights with respect to any subsequent default of the same, similar or a different nature. The official version of this Agreement is in English. All contract interpretations, notices and dispute resolutions shall be in English. Any amendment to this Agreement shall be in English.