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EULA Version 4.0

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- e. *Font Programs* means software that generates human readable typeface designs.
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 - ii. cooperate with VSI in the defense of the claim; and
 - iii. grant VSI sole control of the defense or settlement of the claim.

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7. TERMINATION

This Agreement is effective in accordance with the duration set in the Transaction Document(s) unless otherwise terminated earlier or as stated in the provisions in this clause. Notwithstanding the foregoing, this Agreement will terminate upon written notice to You from VSI of Your failure to comply with any Terms of this Agreement or material breach in relation hereto. Immediately upon termination, You will destroy the Software and all copies of the Software or return them to VSI. You may retain one copy of the Software subsequent to termination solely for archival purposes only. At VSI's request, You will certify in writing to VSI that You have complied with these requirements. Sections 3(a), 3(b)(vii), 5, 6

and 7 of the Terms will survive termination of the Terms. Regardless of the cause of termination, the party terminating the Agreement shall give the other party thirty (30) calendar days prior written notice of termination. An email sent from an official company domain address shall be considered a “writing” for purposes of this Paragraph 7, if such email is sent by a duly authorized representative of the terminating party.

8. INDEMNITY

You will indemnify and hold VSI harmless against any claims incurred by VSI arising out of or in conjunction with Your breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein.

9. CONFIDENTIALITY

- a.** All information relating to You that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by VSI and will not be disclosed or used by VSI except to the extent that such disclosure or use is reasonably necessary to the performance of the Services.
- b.** All information relating to VSI that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by You and will not be disclosed or used by You except to the extent that such disclosure or use is reasonably necessary to the performance of Your responsibilities set forth herein.
- c.** These obligations of confidentiality will extend for a period of three (3) years after the termination of this Agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

10. GENERAL

- a.** You may not Assign, sublicense, delegate or otherwise transfer all or any part of the Terms without prior written consent from VSI, payment to VSI of any applicable fees, and compliance with VSI's Software license transfer policies and any applicable third-party license terms. Any such attempted assignment will be null and void. Where an authorized assignment occurs in accordance with this Section, Your rights under the Terms will terminate, and You will immediately deliver the Software and all copies to the assignee. The Assignee must agree in writing to the Terms, and the transferee thereafter will be considered “You” for purposes of the Terms. You may transfer firmware only upon transfer of the associated hardware.
- b.** If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, You agree that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under VSI's standard commercial license.
- c.** To the extent You export, re-export, or import Software, technology, or technical data licensed or provided hereunder, You assume sole responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. VSI may suspend performance if You are in violation of any applicable laws or regulations.
- d.** You agree that VSI may audit Your compliance with the Terms. Any such audit would be at VSI's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments, then You will immediately pay VSI such underpayments together with the costs reasonably incurred by VSI in connection with the audit and seeking compliance with this sub-section.
- e.** If You have registered office in the United States of America or Canada, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware in the United States of America, without regard to its choice of law principles. The party's consent to exclusive jurisdiction and venue in the federal and state courts sitting in the Commonwealth of Massachusetts in the United States of America.
- f.** If You have registered office outside of the United States of America or Canada, this Agreement shall be governed by and construed in accordance with the laws of Denmark, without regard to its choice of law principles.
- g.** Subject to the other Terms, these Terms are the entire agreement between VSI and You regarding Your Use of the Software, and supersedes and replaces any previous communications, representations, or agreements, or Your additional or inconsistent terms, whether oral or written. In the event any provision of these Terms is held invalid or unenforceable VSI's failure to exercise or delay in exercising any of its rights under the Terms will not constitute or be deemed a waiver or forfeiture of those rights.

- h.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- i.** The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.