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“**Fees**” means the fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.

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(ii) A “**Student License**” is a license to use the Software that is granted under this Agreement to a Licensee that is a student at an Educational Institution. Notwithstanding anything to the contrary, (A) under a Student License, Licensee is only permitted to use the Software for educational purposes, and is not permitted to use the Software for any commercial purposes; and (B) the Licensee under a Student License must at all times during the Term be currently enrolled as a full-time or part-time student at an Educational Institution in a landscape-oriented program.

3. Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

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(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;

(d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

(e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;

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(h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(i) use the Software or Documentation in violation of any law, regulation, or rule; or

(j) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

4. Responsibility for Use of Software. Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

5. Compliance Measures.

(a) The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 3. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

(b) During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement. Licensor also may, in its sole discretion, audit Licensee's systems at any time after the end of the Term to ensure Licensee has ceased use of the Software and removed all copies of the Software from such systems as required hereunder. The Licensee shall fully cooperate with Licensor's personnel conducting such audits and provide all access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information.

(c) If any of the measures taken or implemented under this Section 5 determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this Agreement, then:

(i) Licensee shall, within 10 days following the date of Licensor's written notification thereof, pay to Licensor the retroactive Fees for such excess use and, unless Licensor terminates this Agreement pursuant to Section 5.1(c)(iii), obtain and pay for a valid license to bring Licensee's use into compliance with this Agreement. In determining the Licensee Fee payable pursuant to the foregoing, (x) unless Licensee can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Licensor hereunder, and continued uninterrupted thereafter, and (y) the rates for such licenses shall be determined without regard to any discount to which Licensee may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).

(ii) If the use exceeds or exceeded the use permitted by this Agreement, Licensee shall also pay to Licensor, within 10 days following the date of Licensor's written request therefor, Licensor's costs incurred in conducting the audit.

(iii) If the use exceeds or exceeded the use permitted by this Agreement, Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Licensee.

Licensor's remedies set forth in this Section 5(c) are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

6. Maintenance and Support.

(a) Subject to Section 6(c), the license granted hereunder entitles Licensee, during the Term, to the software maintenance and support services described from time to time on Licensor's website located at <https://prolandscape.com/en/support/>. Such support services shall be provided on the terms and conditions set forth at the aforementioned URL.

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(e) Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(f) Upon termination of this Agreement, the license granted hereunder shall also immediately terminate, and Licensee shall immediately cease using and destroy all copies of the Software and Documentation. Without limiting the preceding sentence, upon termination of this Agreement, Licensee shall immediately cease all use of, and shall immediately delete from all locations where it may be located, any and all Content. No termination shall affect Licensee's obligation to pay all Fees that may have become due before such termination, or entitle Licensee to any refund.

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(iii) THE LIMITATIONS SET FORTH IN SECTION 12(b)(i) AND SECTION 12(b)(ii) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

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16. Miscellaneous.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice- or conflict-of-law provision or rule. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Kansas, in each case located in Kansas City, Kansas, Wyandotte County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's notice address identified herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, pandemic, epidemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist

threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (viii) shortage of adequate power or transportation facilities.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or to such other address as may be designated by a party from time to time in accordance with this Section 16(c): (x) if to Licensor, to 647 Southwest Blvd., Suite 201, Kansas City, KS 66103 or sales@prolandscape.com; and (y) if to Licensee, to the physical or email address for Licensee as it appears in Licensor's records.

(d) This Agreement constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) and any change of control of Licensee will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) Except with respect to Section 12, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Licensor may make changes to this Agreement from time to time by notifying Licensee of such changes by any reasonable means (including via email). Licensee's use of the Software following the effective date of any changes to this Agreement will constitute Licensee's acceptance of such changes. If Licensee does not wish to continue using the Software under the updated Agreement, Licensee's sole remedy is to cancel Licensee's subscription to use the Software prior to the effective date of the updated Agreement.

(h) No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

(j) For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections refer to the Sections of this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(k) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(l) The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.