End User License Agreement

MELANIE

Dated: November 2021

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1.13. "**Term**" has the meaning set forth in Section 10.

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(b) Service fees. Licensee agrees to pay Service Fees or charges listed on an Order Form for additional services as set forth below in Section 8(c), separately and upfront, in addition to the License Fees.

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(f) Survival. The following sections of this Agreement shall survive termination or expiration of this Agreement: Section 3 (License Grant and Scope), Section 9 (Ownership), Section 10(e) (Term and Termination), Section 11 (Limited Warranty and Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnification), Section 14(c) (Confidentiality Obligations), Section 15 (Miscellaneous), Section 16 (Applicable Law and Jurisdiction).

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13. INDEMNIFICATION

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(b) Confidential Information obligations. The Receiving Party agrees not to disclose or use any Confidential Information of the Disclosing Party outside the scope of this Agreement, except with the Disclosing Party's prior written permission; provided that a Receiving Party may disclose any Confidential Information only to its personnel, attorneys and accountants that have a reasonable need to know such Confidential Information and who are bound to a written agreement protecting such Confidential Information as required hereby.

(b) Exclusions. The obligations set forth in this Section 14 shall not apply to any information which: (i) is published or otherwise becomes available to the general public through no fault of the Receiving Party; (ii) has been validly obtained by the Receiving Party from a Third-Party not being bound by any confidentiality or similar secrecy obligation; (iii) was in the Receiving Party's possession without proprietary restrictions prior to the date of disclosure by the Disclosing Party to the Receiving Party; (iv) was developed by the Receiving Party without reference to the Confidential Information; or (v) is required to be disclosed pursuant to applicable law, to the extent of such requirement only and provided that the Receiving Party shall, if feasible, give to the Disclosing Party prior notice of such proposed disclosure and a reasonable opportunity to contest such disclosure. The Receiving Party shall bear the burden of proof if it invokes one of these exceptions.

(c) Survival. This Section 14 shall survive the termination of this Agreement for any reason, and shall stay effective until three (3) years after the termination of this Agreement.

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(c) Waiver of rights. 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. Except as otherwise set forth in this Agreement, 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.

(d) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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