MINITAB® SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement ("Agreement") is between You ("You", "Your" or "Customer") and Minitab, LLC ("Us", "Our", "We" or "Minitab"). Minitab and Customer are each sometimes referred to herein as a "Party" and, collectively, the "Parties."

Your subscription is for the Minitab software ("Software") listed in the invoice We send You ("Your invoice"). Your invoice is an integral part of this Agreement and will contain the mutually agreed to terms set forth in Our quote or an acceptable ordering document.

REQUIRED ORDER FORM: Under the terms of this Agreement, Your subscription is for the Minitab software product as set forth in the applicable Order Form executed by both You and Us. We will issue an invoice to You based upon the Order Form.

REQUIRED PROFESSIONAL SERVICES: Your subscription to the Software requires a minimum level of Professional Services for configuration of the Software. Professional Services is not included with Your subscription and requires a separate Statement of Work executed by both You and Us, in accordance with Section 11 below.

1.   **Software**

1.1   Software Subscription. Subject to the terms of this Agreement, Minitab hereby grants to You and Your Authorized Users (as defined in Section 2.1) during Your Subscription Term (as defined in Section 3.1), a non-sublicensable, non-transferable, non-assignable, worldwide, non-exclusive right to access and use the Software listed in the Order Form in accordance with this Agreement. If Your Software Subscription is designated as "Named User-Based", the total count of Authorized Users enabled to access and use the Software shall be limited to the maximum number of individual users, each identified by a unique user ID as specified in section 2.3 (User Credential Requirements), purchased and listed in the Order Form.

1.2   Documentation. Our published Documentation sets forth the permitted installation, access, and use of the Software.

1.3   System Requirements. Our published System Requirements sets forth Your technical responsibilities to access and use the Software.

1.4   Privacy Notice. Our published Privacy Notice describes how We collect and use information about You and the systems from which the Software is accessed.

1.5   Support. Our published Support Policy describes the technical support We provide You for the Software.

1.6   Availability and Uptime. Our published Service Level Agreement Terms, when applicable to the Software, sets forth Our service availability and uptime commitment.

1.7   Virtualized Environments. The use of locally installed Software within virtualized environments will be at Your own risk.

2. Authorized Users; Authorized Use; User Credentials; General Restrictions

2.1   Authorized Users of the Software. "Authorized Users" means a uniquely named individual and natural person who may access and use the Software who is:

- i.   Your employee.
- ii. An employee of any entity in which You have ownership of more than fifty percent (50%) of the voting equity ("Authorized Entity").
- iii. An employee of a Contractor. "Contractor" means independent third parties performing contracted services for You or an Authorized Entity in accordance with Section 2.2.

2.2   Authorized Use of Software. The Software may only be accessed and used by Authorized Users for the internal business purposes of You or an Authorized Entity.

2.3   User Credential Requirements. Each Authorized User must have their own single unique user ID and login password ("User Credentials") if not using Single Sign-On. User Credentials consisting of an alias or having a prefix of an administrative and/or departmental name are not permitted, except for a License Administrator of the Software, as defined in Our Documentation. For avoidance of doubt, a License Administrator must have separate User Credentials to be an Authorized User of the Software. User Credential information must not be shared. Minitab shall not be liable under this Agreement for actions taken using any of Your User Credentials, including any unauthorized use or access caused by misuse or misappropriation of such User Credentials. You must immediately take all necessary steps to affect the termination of access for any Authorized User (a) upon the Authorized User's termination of access rights (whether through termination of employment, cessation of customer relationship, organizational reassignment or otherwise), (b) if there is any compromise in the security of passwords, or (c) if unauthorized use is suspected or has occurred. You are responsible for breaches of this Agreement by Your Authorized Users and for any unauthorized use.

2.4   General Restrictions. You shall not, and shall not permit any Authorized User or third party to: (a) modify, copy, duplicate, create derivative works from, frame, mirror, scrape, sell, resell, rent, lease, loan, license, distribute, provide access to, sublicense, or otherwise make available the Software to a third party (except as expressly permitted in accordance with this Agreement) or in a service bureau or outsourcing offering; (b) use the Software to provide, or incorporate any portion of the Software, into any service for the benefit of a third party; (c) access all or any part of the Software in order to build a product or service which competes with the Software; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Us); (e) remove or obscure any notices or legends that are placed or embedded by Us in the Software; (f) circumvent the Authorized User authentication or security of the Software or any host, network or account related to the Software; (g) reassign User Credentials in any ninety (90) day period, except in compliance with Section 2.3 (User Credentials); (h) interfere with or disrupt Our systems or any third party systems used to host the Software, or other equipment or networks used to host the Software; or (i) access or use the Software or any of its functionality via a public network or the Internet without the use of a password-protected secure portal.

3. Subscription Term and Termination

3.1   Subscription Term. Your Subscription Term is set forth in the Order Form.

3.2   Renewal. This Agreement may be renewed for an additional Subscription Term upon mutual agreement of the Parties. You will only receive continued access to the Software if prior to expiration of Your current Subscription Term a new Order Form for Your renewed Subscription Term is completed and executed by both You and Us.

3.3   New Releases. You will receive new releases of the Software as they become available during Your Subscription Term for no additional charge, so long as You are in full compliance with this Agreement.

3.4   Termination for Cause. Either Party may terminate this Agreement for any material breach of this Agreement if such breach is not cured within thirty (30) days following written notice to the breaching Party. Upon such termination:

  i.   All rights granted to You will terminate and You shall immediately cease access to and use of the Software;
  ii. You will not be entitled to any refund of any portion of subscription fees You have already paid, unless We are the breaching Party; and
  iii. You remain liable to pay Us any remaining payments due based on Your Subscription Term, unless We are the breaching Party.

3.5   Suspension of Access. In addition to any other rights or remedies, including without limitation, any rights set forth in Section 3.4 for failure to cure a material breach, We reserve the right to immediately suspend Your access and use of the Software for (a) violation of Section 2.4 (General Restrictions), , or (b) as required by law or at the request of governmental entities. For avoidance of doubt, Your failure to promptly remediate issues giving rise to a suspension may be deemed a material breach of the Agreement at Our sole discretion.

4.   Subscription Fees

4.1   Subscription Fees; Adding Authorized Users. You agree to pay the subscription fees set forth on Your invoice. Your invoice includes the maximum number of Authorized Users permitted for the Software and the applicable Subscription Term. The maximum number of Authorized Users of the Software may be increased during any Subscription Term by paying additional user subscription fees for the time remaining in Your then-current Subscription Term. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and subscription fees are non-refundable. Any purchase order You submit to Us is for Your convenience and for Your internal purposes only.

4.2   Payment Terms; Late Payment. Payment of Your subscription fees for the applicable Subscription Term is due as set forth in Your invoice. You will be subject to a late payment charge of two percent (2%) of the subscription fee for Your Subscription Term or seven hundred and fifty ($750.00) USD, whichever is higher, following Your failure to timely pay subscription fees when due.

4.3   Taxes. All subscription fees are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction ("Taxes"). You are responsible for paying all Taxes associated with Your purchase under this Agreement. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Agreement, You shall pay that amount unless You provide a valid tax exemption certificate authorized by the appropriate taxing authority.

4.4   Verification of Use. You agree to keep accurate records sufficient to provide verification that Your use of Our Software is in compliance with the terms and conditions of this Agreement. Upon Minitab's written request, You shall certify in a signed writing that Your use of the Software is in full compliance with the terms of this Agreement. With reasonable prior notice, Minitab may audit, at Our expense, during the term of this Agreement and for a period of one (1) year thereafter, Your use of the Software and compliance with this Agreement, provided such audit is during regular business hours and in a manner that does not interfere unreasonably with Your operations. If verification reveals unlicensed use of Our Software, You must promptly order sufficient licenses at Our then-current pricing to permit the usage disclosed from the date the unlicensed usage began. If material unlicensed use is found (e.g., license shortage of 5% or more), You must reimburse Us for the costs We have incurred in verification and purchase the necessary additional licenses within thirty (30) days. If We undertake such verification and do not find material unlicensed use of Our Software, We will not undertake another verification of the same entity for at least one (1) year. We will use the information obtained in compliance verification only to enforce Our rights and to determine whether You are in compliance with the applicable terms of this Agreement.

5.   Ownership Rights; Confidential Information

5.1   Ownership. You acknowledge that Minitab retains all right, title and ownership interests (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and related underlying technology and Documentation, and any derivative and transformative works, modifications, or improvements of any of the foregoing. This Agreement does not constitute a sale of the Software, and You are prohibited from selling or reselling the Software. Minitab is the exclusive owner of all rights in any copy, translation, modification, adaptation, or derivation of the Software, including any improvement or developments thereof suggested by You.

5.2   Confidential Information. Confidential Information. During the term of this Agreement, each Party may disclose or make available (as "Disclosing Party") to the other party (as "Receiving Party") nonpublic information (whether business, corporate, technical, data processing information, technical and internal network and infrastructure information (including security information related thereto), trade secret or other proprietary information), in whatever means conveyed (whether conveyed orally or reduced to writing, in intangible form, or in human readable or machine readable form) that one party designates as confidential in writing to the Receiving Party at the time of disclosure, or that, given the nature of the information and the circumstances surrounding disclosure known to the Receiving Party, would appear to a reasonable person to be confidential (collectively "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes available to the general public, or becomes at a later date available to the general public through no fault of the Receiving Party and then only after said later date; (ii) is obtained by the generally known within the industries or trade in which Receiving Party conducts business or competes; (iii) Receiving Party can demonstrate by written record was in its possession before receipt; (iv) is disclosed to the Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information, or (v) is required to be disclosed in accordance with proper and valid judicial or governmental order, law or regulation, provided that, and unless prohibited by law, Receiving Party gives Disclosing Party prompt notice prior to such disclosure so that the Disclosing Party may seek and appropriate protective order. Disclosing Party agrees it shall (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), (b) not use any Confidential Information of the disclosing Party (the "Disclosing Party") for any purpose outside the scope of this Agreement, and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have confidentiality

obligations with the Receiving Party that are not materially less protective of the Confidential Information than those herein. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment, unless prohibited by law or court order. This Section 5.2 supersedes any agreements between the Parties relating to Confidential Information that is exchanged under this Agreement.

5.3   Usage Data. "Usage Data" means usage and operations data We collect in connection with Your use of the Software, including query logs and metadata (e.g., object definitions and properties). Notwithstanding anything to the contrary in this Agreement, Minitab may collect and use Usage Data to develop, improve, support, and operate its products and services. Minitab may not share any Usage Data that includes Your Confidential Information with a third party except (a) in accordance with Section 5.2 (Confidential Information) of this Agreement, or (b) to the extent the Usage Data is aggregated and anonymized such that You or Your Authorized Users cannot be identified.

6.   Your Content; Data Processing; and Storage

6.1   Definition; Obligations. You represent and warrant that You are the owner of, or have obtained applicable permission to have and use, all the data and content that You enter or upload using the Software (collectively, "Your Content"). You are responsible for entering or uploading all of Your Content in a format consistent with the Documentation (or as otherwise specified by Us). Errors in loading Your Content into the Software due to defective media, erroneous data or failure to meet format requirements may cause Your Content to be rejected by the Software and We shall have no responsibility for any related impact on Your ability to access or use the Software. You acknowledge and agree that Minitab shall not be responsible for and does not give any assurances to You or any other entity or person regarding the accuracy, quality, integrity, legality, reliability, appropriateness, validity, value, usefulness, or copyright of Your Content.

6.2   Restrictions. You shall not upload or include in Your Content any:

 i.   Protected health information regulated under the Health Insurance Portability and Accountability Act (as amended and supplemented, "HIPAA"), or any similar federal, national or state laws, rules or regulations (collectively, "HIPAA Data") as described in Section 164.514(a) and 164.514(b) of the HIPAA Privacy Rule.
 ii. Sensitive data including, but not limited to, personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union memberships, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offenses, or as defined using a similar term by federal, national or state laws in Your jurisdiction.

6.3   Processing. You hereby grant Minitab and its subcontractors a royalty free, non-exclusive, worldwide right to process (including but not limited to transmit, reproduce, distribute, display, and make available) Your Content to You in whole or in part in the Data Center selected by You in Your Order Form to the extent necessary to provide You the Software, or as may be required by law. Minitab shall not use Your Content in any other manner except as expressly described in this Agreement.

///
///

6.4   Data Processing of Personal Information. Our Data Processing Agreement with Standard Contractual Clauses ("DPA-SCC") applies to and governs all activities concerning the processing of personal data (as defined in the DPA-SCC) included in Your Content, Users Credentials, or other personal data required for Your access or use of the Software. By accepting this Agreement, each Party is deemed to have signed and agrees to the terms and conditions of the DPA-SCC. You are solely responsible for compliance with all applicable laws, including, without limitation, all applicable export, import, and data protection laws and regulations applicable to You.

6.5   Location of Data Processing and Data Storage. Your Content will be processed and stored in the geographic region You have selected in the applicable Order Form.

6.6   Storage, Retrieval and Deletion. Your Content is stored during Your Subscription Term in the Data Center selected by You in Your Order Form. Your Content can be retrieved or deleted by You at any time during Your Subscription Term. We do not provide an archiving service for Your Content. Your Content, unless agreed otherwise by Us in writing, will be deleted by Us thirty (30) days after expiration or termination of Your Subscription Term. After We delete Your Content, Minitab will have no further responsibility or liability to You or any third party with respect to Your Content. In order to retrieve Your Content after expiration or termination of Your Subscription Term and prior to deletion by Us in accordance with this Section 6.6, You must notify Us in writing. Any access We provide You to the Software after expiration or termination of Your Subscription Term is limited to retrieval of Your Content only, subject to applicable terms and conditions of this Agreement, and additional fees may apply.

7.   Indemnification

7.1   By Minitab. We shall defend or settle at Our expense any third party claim brought against You alleging that the Software, when used as authorized under this Agreement, infringes such third-party's intellectual property, copyright, patent or trademark and We shall indemnify and hold You harmless from and against any damages and costs awarded against You or agreed in settlement by Us (including reasonable attorneys' fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. If any infringement claim with respect to Your access to, or use of, the Software may be or has been asserted, We shall, at Our option and expense, (a) procure the right to continue accessing and using the Software or (b) replace or modify the Software to eliminate the infringement while providing functionally equivalent performance. If neither (a) or (b) above are reasonably feasible as determined in Our sole discretion, We may terminate this Agreement and Your subscription for this Software and refund to You the pro-rata amount of any prepaid subscription fees for Your remaining then-current Subscription Term for the Software. We have no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to the Software not provided by or on behalf of Us, (ii) materials provided by You in connection with requested customizations or modifications of the Software, (iii) Your Content, or (iv) use, combination, or incorporation of the Software, or improvements thereto, with products or services not provided by Us. You acknowledge that the indemnification in this Section 7.1 states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

7.2   By You. You shall indemnify and hold harmless Us from and against any damages and costs awarded against Us or agreed in settlement by You (including reasonable attorneys' fees) from and against any claim by a third party arising from or relating to (a) Your Content or any product or service offered by You in connection with or related to Your use of the Software; (b) Your violation of Section 2.4; (c) Your combination, incorporation, or use of the Software, or improvements thereto, with products or services not provided by Us;

or (d) Your violation of any applicable law or regulation protecting the intellectual property rights or data protection rights of others.

8. Software Warranty

We warrant that the Software (a) will operate in substantial conformity with its Documentation; and (b) any changes or updates We make will not materially decrease the overall functionality of the Software. When We change or update the Software, We may also update the applicable Documentation. We will use commercially reasonable efforts to correct a reported non-conformity, at no charge to You, or if We determine that remedy to be impracticable or commercially unreasonable, either Party may terminate this Agreement and We will refund to You the pro-rata amount of any prepaid subscription fees for Your remaining then-current Subscription Term for the Software. This warranty will not apply (a) unless You make a claim within thirty (30) days of the date on which You first discovered the non-conformity, or (b) when the non-conformity was caused by Your misuse, unauthorized modifications, or third-party hardware, software, or services. You acknowledge that the preceding sentence is Your sole and exclusive remedy for any breach of the warranty set forth in this Section 8.

9. Warranty Disclaimer

EXCEPT FOR THE SOFTWARE WARRANTY SET FORTH IN SECTION 8 (SOFTWARE WARRANTY), OUR SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. OUR SOFTWARE WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. WE DO NOT WARRANT THAT THE USE OF OUR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. WE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SOFTWARE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO ANY THIRD PARTIES WITH WHOM YOU SEPARATELY CONTRACT WITH OR UTILIZE TO CONNECT WITH OR ACCESS OUR SOFTWARE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. Limitation of Liability and Damages

10.1   Consequential Damages Waiver. NEITHER PARTY NOR ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10.2   Limitation of Damages. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), OR WILLFULL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, EACH PARTY AND ITS SUBSIDIARIES OR AFFILIATES' ENTIRE LIABILITY TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT PAID (OR WITH RESPECT TO CLAIMS FOR SUBSCRIPTION FEES DUE, PAYABLE) TO MINITAB UNDER THIS AGREEMENT ATTRIBUTABLE TO THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

FOR AVOIDANCE OF DOUBT AND PURPOSES OF CLARITY, IF YOU PRE-PAY FOR A THIRTY-SIX (36) MONTH SUBSCRIPTION TERM, THE ENTIRE LIABILITY FOR AN APPLICABLE CLAIM SHALL BE PRORATED TO ONE-THIRD (1/3) OF THE PRE-PAID AMOUNT ACTUALLY PAID FOR EACH TWELVE (12) MONTH PERIOD.

11.   Professional Services

11.1   Professional Services. Minitab shall provide professional consulting or training services ("Professional Services") when purchased in the applicable ordering document or online ordering process. No Software purchases are contingent on any Professional Services. The Parties acknowledge that the scope of the Professional Services provided thereunder may consist of (a) training to assist with Software installation, deployment, and usage, and (b) training in use of the Software. You shall have a license right to use any deliverables (including any documentation, code, Software, training materials or other work product) delivered as part of the Professional Services ("Deliverables") solely in connection with Your authorized access and use of the Software, subject to all the same terms and conditions as apply to Your authorized use and access to the Software, and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under an ordering document or a mutually executed Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. You will reimburse Minitab for reasonable travel and lodging expenses as incurred.

11.2   Professional Services Limitation of Liability. EXCEPT AS SPECIFCALLY SET FORTH IN AN SOW, WE DO NOT ASSUME OR ACCEPT LIABILITY OF ANY KIND, FOR ANY ERRORS, DIMINISHED FUNCTIONALITY, SERVICE AVAILABILITY, DATA PROCESSING REPRESENTATIONS, LOSS OR CONTAMINATION OF DATA, OR OTHER TYPE OF DAMAGE(S) OR COSTS, ARISING FROM PROFESSIONAL SERVICES PROVIDING CUSTOM DEVELOPMENT.

12.   Miscellaneous

12.1   Independent Contractors. The Parties shall act as independent contractors, and the employees of one Party shall not be deemed the employees of the other Party. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent. Except as expressly provided herein, nothing is intended to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.

12.2   Assignment. This Agreement and the rights, terms and conditions contained herein may not be resold, assigned or otherwise transferred by You to another person or entity without Our written consent, which consent shall not be unreasonably withheld, provided that with commercially reasonable prior notice to Us, such consent is not required in the case of Your (a) sale of all or substantially all of Your assets, (b) merger,

(c) change of control, or (d) operation of law, where the acquiring entity assumes all liabilities, responsibilities and obligations of this Agreement.

12.3   Force Majeure. Neither Party shall be held responsible for any delay or failure in performance of any part of the Agreement to the extent that such delay is demonstrably caused by events or circumstances beyond the applicable Party's reasonable control, including, without limitation, flood, riot, insurrection, fire, earthquake, acts of terrorism or war, sabotage, communication line failure, power line failure, changes in federal, state or local law or regulations, explosion, act of God, or any other force or cause beyond the reasonable control of the Party claiming the protection of this Section 12.3. Without relieving either Party of its obligations and/or liabilities hereunder, the affected Party shall keep the other Party reasonably informed of such event and shall take all reasonable action to minimize the delay.

12.4   Export Controls. You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) You represent and warrant that neither You nor Your owners, officers, directors, member company(ies) and those of Your Affiliates are listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (b) You shall not and shall not permit any third parties to access or use the Software in violation of any U.S. export embargo, prohibition or restriction.

12.5   Government Use. This customary commercial subscription is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Manufacturer/Contractor/Licensor is: Minitab, LLC, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA.

12.6   Governing Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, expressly excluding the application of conflicts of laws provisions. Venue will be exclusively in the state or federal courts located in the Commonwealth of Pennsylvania, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12.7   Severability. If any provision of this Agreement is held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it then exists. The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12.7   Injunctive Relief. You acknowledge that the Software comprises unique, confidential and valuable assets and trade secrets of Minitab, and We have the right to obtain all equitable and legal redress that may be available for the breach or threatened breach of this Agreement or Our rights in the Software, including, without limitation, injunctive relief.

12.8   Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by a duly authorized representative of the Party waiving its right.

12.9   Updated to Incorporated Terms. We may update the System Requirements, Documentation, Privacy Notice, Support Policy, Service Level Agreement, and DPA-SCC (collectively, "Minitab Incorporated Terms") from time to time to reflect evolving laws, regulations, process improvements or changing practices. If any update materially diminishes Our obligations to You or materially increases Your obligations to Us, We will provide You with commercially reasonable notice of the update (which can be by email, through the applicable Software, or posted on Our website). If You object to an update on the reasonable basis that it materially diminishes Our obligations to You, materially increases Your obligations to Us, or was not made to enable the Parties' compliance with their respective obligations under this Agreement or applicable law, then upon Your written notice to Us, You may terminate this Agreement. Upon any termination in accordance with this Section 12.10, We will refund to You the pro-rata amount of any prepaid subscription fees for the remaining then-current Subscription Term of this Agreement. You must provide Us with commercially reasonable notice of Your request for termination of the Agreement in accordance with this Section 12.10 (which can be effective by emailing Notices.Legal@minitab.com) and the Agreement will be deemed terminated on the tenth (10th) business day following receipt of Your notice. If You do not provide Us with notice of termination in accordance with this Section 12.10, Your continued use of the Software constitutes Your acceptance of the updated terms of the Minitab Policies.

12.11   Logo Usage. You grant Minitab permission to use Your name and published corporate logo solely to identify You as a Customer of Minitab

12.12   Entire Agreement. This Agreement, the Order Form, any applicable Statement of Work, the invoice, and any terms located at a URL hyperlink referenced herein, including any updates made in accordance with Section 12.[10] (Update to Incorporated Terms), constitute the entire agreement between the Parties regarding Your use of the Software, and supersede any prior written or oral agreements between the Parties for the applicable Software. Any variation to the terms and conditions of this Agreement, in any document not signed by both Parties, including any purchase order, ordering document, or other additional terms and conditions submitted by You, (including any terms You may provide Us associated with the submission of Our invoice and Your payment processing), will be of no force or effect.

12.13   Notice. Except as otherwise provided in this Agreement, all notices must be in writing and will be deemed given upon: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the second (2nd) business day after emailing Notices.Legal@minitab.com; or (d) the fourth (4th) business day following standard USPS First Class mailing. All notices must be directed to Minitab at Minitab, LLC, Attention: Legal Department, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA or to You at the e-mail address You have provided to Minitab or to such other address either Party may, from time to time, provide to the other Party in accordance with this notice provision.

[CONTINUED ON NEXT PAGE]

12.14   <u>Survival</u>. All provisions contained herein that by their nature should survive, including Sections 2.4, 3.1, 3.4, 4, 5, 7, 9, 10, 11, and 12, shall survive the termination of this Agreement.

The individual executing this Agreement for the Customer affirms that they have been authorized by the Customer to accept the terms and conditions of this Agreement.

[Customer Legal Name]	**Minitab, LLC**
_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)