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The terms listed in this Section 1 will have the definitions given below when used in this Agreement. All other terms will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English meaning as commonly interpreted in Poland.

“Authorized User” means, (1) in the case where Licensee is an individual, Licensee himself or herself, and (2) in the case where Licensee is an entity or organization, the employees and contractors of the entity or organization, and any subsidiaries, affiliates or customers of that entity or organization authorized on an applicable Order, provided

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The term of this Agreement for any Software shall begin on the Effective Date and continue for an initial period of 30 days, unless otherwise extended through the express authorization of SdNcenter, such authorization in the sole discretion of SdNcenter (the “Trial Term”). If Licensee accepts the Order applicable to the Software (as set forth in Section 2) prior to the completion of the Trial Term, then the term of this Agreement shall be extended as to that Software for the duration of the commercial term specified in the applicable Order (the “Commercial Term”). If Licensee does not accept the Order applicable to the Software (as set forth in Section 2) prior to the completion of the Trial Term, then this Agreement will expire upon completion of the Trial Term.

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No more frequently than once per 12-month period during the term of this Agreement, and upon reasonable notice and during normal business hours, SdNcenter or its outside auditors will have the right to enter Licensee's premises and access Licensee's records and computer systems to the extent necessary to verify that Licensee has paid to SdNcenter the correct amounts owed under this Agreement and determine whether the Software is being used in accordance with the terms of this Agreement. We will design such audits reasonably to minimize disruption to Licensee's business. Licensee will provide reasonable assistance to SdNcenter in connection with any such audit. Licensee agrees to pay the cost of the audit if any underpayments during the period covered by the audit amount to more than 5% of the fees actually owed for that period. In addition to any such audit, upon the request of SdNcenter, Licensee will promptly provide SdNcenter with a copy of each form of End User License Agreement entered into between Licensee and each Authorized User.

16. TERMINATION AND EFFECT OF TERMINATION.

16.1 Termination.

Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within 30 days after being provided with written notice thereof. In addition to the foregoing, SdNcenter may terminate this Agreement immediately upon written notice to Licensee if: (a) Licensee, in any manner, breaches any part of Section 4, 5, 6, or 9 of this Agreement; or (b) any audit conducted under Section 15 above shows that (i) Licensee underpaid SdNcenter by 10% or more during the period covered by the audit or (ii) underpaid SdNcenter by 5% or more on more than one occasion. Licensee may terminate this Agreement at any time for any reason upon 5 days written notice to SdNcenter of its intent to terminate the Agreement.

16.2 Effects of Termination.

Upon any termination or expiration of this Agreement: (a) any amounts owed to SdNcenter under this Agreement before such termination or expiration will be immediately due and payable, unless the Agreement is terminated arising from an uncured breach by SdNcenter under Section 16.1; (b) all rights and licenses granted to Licensee in this Agreement will immediately cease to exist; and (c) Licensee must promptly discontinue all use of the Software, erase all copies of the Software from Licensee's computers, and return or destroy all copies of the Software on tangible media in Licensee's possession or control. At the request of SdNcenter, Licensee (or an officer of Licensee, if Licensee is an entity or organization) will certify in writing to SdNcenter that Licensee has fully complied with all requirements of this Section 16.2. Sections 9, 11, 12.2, 12.3, 16, 17.2, 18, and 19 will survive termination or expiration of this Agreement for any reason.

17. INDEMNIFICATION.

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Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a subsequent written amendment signed by the authorized representatives of both parties. Except for any terms or conditions included in an Order accepted by SdNcenter, the or terms or conditions on any purchase order or similar document provided by Licensee will have no force or effect and will not serve to modify the terms of this Agreement.

19.6 Severability.

If any provision of this Agreement is held to be unenforceable, that provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will remain in full force. Without limiting the generality of the foregoing, Licensee agrees that Section 18 will remain in effect notwithstanding the unenforceability of any provision in Section 12.2.

19.7 Waiver.

All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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If any proceeding or lawsuit is brought by SdNcenter or Licensee in connection with this Agreement, the prevailing party in such proceeding or lawsuit shall be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver

by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

19.10 Assignment.

Neither this Agreement nor any rights or obligations of Licensee hereunder may be assigned by Licensee in whole or in part (by operation of law or otherwise) without the prior written approval of SdNcenter, provided, however, that if Licensee is an entity or organization and enters into a merger or consolidation of Licensee, or if any entity purchases or otherwise acquires all, or substantially all, of the assets of that segment of Licensee's business relating to the subject matter of this Agreement, Licensee shall be able to assign this Agreement as a whole to the surviving corporation or purchasing or acquiring entity following notice to SdNcenter, provided that such surviving or acquiring entity first agrees in writing to be bound by the terms and conditions of this Agreement. SdNcenter may assign this Agreement, and any rights or obligations of Licensee hereunder, without the consent of Licensee. Any assignment in derogation of the foregoing shall be null and void. This Agreement shall inure only to the benefit of SdNcenter, Licensee, and their valid successors and assigns.

19.11 Remedies.

Except as expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Software contains valuable trade secrets and proprietary information of SdNcenter, that any actual or threatened breach of Sections 4, 5, 6, 7 and 9 will constitute immediate, irreparable harm to SdNcenter for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.