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4. _**Limited Warranty**_. GT warrants for the sole benefit of Licensee that the Software shall, until the expiration of the end-user support period, equal to the lease/maintenance period as noted on the Software Order Form (the "Warranty Period"), operate as described in the applicable user documentation. If, during the Warranty Period, the Software fails to operate as described in the applicable user documentation, Licensee may return the Software to GT for correction and subsequent return to Licensee. Licensee acknowledges and agrees that the foregoing limited warranty constitutes Licensee's sole and exclusive remedy in the event that the Software fails to operate as described in the applicable user documentation, and further acknowledges and agrees that GT shall have no obligation under said limited warranty if the Software has been modified by anyone other than GT. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS HEREBY LICENSED "AS IS," AND GT HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, RELATING TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. Notwithstanding anything to the contrary contained in this Agreement. GT's cumulative liability to Licensee and any third party with respect of any matter arising from or relating to this Agreement, including this limited warranty shall not exceed the licensing fees paid by Licensee to GT for the use of the Software at issue, and in no event shall GT be liable for any indirect, incidental, consequential, special or exemplary damages, or damages for lost data or profits, even if GT has been advised of the possibility of such damages or losses.

5. _**Notices**_. All notices under this Agreement shall be in writing and sent by email or by recognized overnight delivery service to the party at its last known address. Any notice sent by email shall be deemed delivered upon its transmission during regular business hours and confirmation that it has been received. Any notice sent by recognized overnight delivery service shall be deemed delivered when received and signed for by the recipient party.

6. _**Interpretation of Agreement**_. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without regard to principles of conflict of laws. If any provision of this Agreement is held invalid, illegal, or unenforceable, it shall be deemed stricken from this Agreement without in any way affecting or impairing the validity, legality, and enforceability of the remaining provisions hereof.

7. ***Resolution of Disputes***.   Any questions or disputes arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force. If the parties cannot agree upon an arbitrator within ten (10) days after a party demands arbitration, either party may request the American Arbitration Association to name a panel of five (5) arbitrators. Within five (5) days following receipt of such panel from the American Arbitration Association, each party, beginning with Licensee, shall in turn strike a name from the panel until only one (1) name remains, who shall be the arbitrator. The arbitration hearing shall be held in Chicago, Illinois USA within thirty (30) days following the date on which the arbitrator is selected, or as soon thereafter as the arbitrator is available. The expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties both as to fact and law, and both parties hereby submit to the jurisdiction of the United States District Court for the Northern District of Illinois for enforcement of the arbitrator's decision.

8. ***Execution***. No party shall raise the use of this link to this Software License Agreement as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

9. ***Entire Agreement***.   This Agreement, together with the Software Order Form and Exhibit A (if applicable) as amended from time to time, constitute the entire agreement between the parties and supersede all prior negotiations, representations, commitments and agreements with respect to the subject matter hereof. Neither this Agreement nor Exhibit A may be amended or rescinded except by a written instrument signed by an authorized representative of each party. Without limiting the generality of the foregoing, no term or condition contained in any purchase order of Licensee which is inconsistent with this Agreement or Exhibit A as amended from time to time shall be binding upon GT, regardless of whether such purchase order has already been or is hereafter acknowledged by GT.

EXHIBIT A

This exhibit supplements and constitutes an integral part of the Software License Agreement.

GT and Licensee hereby append the following conditions to the Software License Agreement to include access for GT's Software as a Service Products. This Exhibit provides supplemental terms and conditions and does not modify any other such obligations. This Exhibit does not apply to evaluations that do not utilize Software as a Service Products.

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- Licensee understands that the technical processing and transmission of Licensee's electronic communications is fundamentally necessary to Licensee's use of the Service, and expressly consents to any and all such necessary electronic communication. Licensee acknowledges and understands that Licensee's electronic communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by GT. Licensee acknowledges and understands that changes to Licensee's electronic communications may occur in Software Order Form to

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- In the event that GT incurs any significant increased cost from Host Vendors or annual support fees during the term of this agreement, GT reserves the right to pass these costs onto the Licensee upon mutual agreement of the Parties.

- Licensee acknowledges that GT's on-premise software has specific functionalities that, when used with the SaaS Product, could potentially present increased security concerns, including but not limited to the use of user defined functions. Licensee hereby assumes all responsibility and liability that may arise from the use of such functionalities. Licensee agrees that GT is not responsible for any issue that arises from such use of the SaaS Product, and indemnifies, defends, and holds GT harmless from any claims, demands, causes of action, liabilities, damages, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to Licensee's use of the SaaS Product.