

## END-USER LICENSE AGREEMENT FOR GATHERDOCS LLC

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8. ASSIGNMENT. You may assign the Content Offering to a third party only if they agree to be bound by the terms and conditions of this EULA.

9. TERMINATION. Your right to use the Content Offering will automatically terminate if you fail to comply with any provision of this EULA or timely and accurately pay any outstanding license fees. If this EULA is terminated you must: (a) cease all use of the Content Offering, (b) destroy the original and all copies of the Content Offering and (c) permanently delete all copies of the Content Offering from the computer(s) on which it has been installed.

10. INDEMNIFICATION. You agree to indemnify and hold GatherDocs LLC and its affiliates and each of their employees, contractors, agents, officers, and directors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party in connection with or arising out of your use of the Content Offering, your violation of any terms or conditions of this EULA, your violation of applicable laws, or your violation of the rights of any other person or entity.

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15. YOUR SPECIFIC RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF DAMAGES OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOUR SPECIFIC RIGHTS MAY VARY FROM JURISDICTION TO JURISDICTION.

16. UPDATES. GatherDocs LLC may from time to time make updates to the Content Offering (whether automatically or made available to you), which are subject to the terms and conditions of this EULA, or, in GatherDocs LLC's sole discretion, GatherDocs LLC may make as a condition to release of such upgrades, your acceptance of another EULA or other execution of a separate agreement. Your use of such updates will be subject to the applicable license and the terms and conditions of this EULA or other agreement.

17. MISCELLANEOUS. This EULA will be binding upon and inure to the benefit of GatherDocs LLC and you, and your respective successors and permitted assigns. If any provision of this EULA is determined to be invalid or unenforceable, such determination will not affect the validity or enforceability of any other provision of this EULA. Any waiver of any breach or failure to enforce any provision of this EULA will not be deemed a future waiver of such term or a waiver of any other provision. Any waiver, amendment, supplementation or modification of any provision of this EULA will be effective only if it is in writing and signed by GatherDocs LLC and you. This EULA shall be governed by the laws of the United States and the State of Pennsylvania, irrespective of Pennsylvania's conflicts of laws rules. Any action arising out of or relating to this EULA may be brought exclusively in the appropriate state or federal court in Philadelphia, Pennsylvania, and GatherDocs LLC and you irrevocably consent to the jurisdiction of such courts and venue in Philadelphia County, Pennsylvania. This EULA constitutes the entire agreement between GatherDocs LLC and you with respect to the subject matter of this EULA. Sections 12 through 14, 16 and 17 will survive the termination of this EULA.