LenelS2 WAVE OVID Plugin
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To the extent that any states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such states and jurisdictions, the Company's liability shall be limited to the greatest extent permitted by law.

Sole Remedy and Allocation of Risk.
YOUR SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY ARE SET FORTH IN THIS AGREEMENT. This Agreement defines a mutually agreed-upon allocation of risk.

Company Disclosures.
(a) By Law or to Protect Rights Company may disclose your personally identifying information in connection with efforts to investigate, prevent or take action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of Company, our users, our employees or others; to comply with applicable law or cooperate with law enforcement; to enforce this Agreement or other agreements or policies, in response to a subpoena or similar investigative demand, or to comply with a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
(b) Third-Party Service Providers. Company may share your personally identifying information, which may include your name and contact information with our authorized third-party service providers that perform certain services on our behalf. These services may include (i) the provision of maintenance and support services, (ii) taking security measures included in the Software, (iii) improving the performance of the Software or developing updates, (iv) verifying Customer's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all intellectual property rights in and to the Software, and other features offered through the Company's or Licensors' website. Company may also share your name, contact information and credit card information with our authorized service providers who process credit card payments. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.
(c) Business Transfers. Company reserves the right to transfer all personally identifying information in its possession to a successor organization in the event of a merger, acquisition, bankruptcy or other sale of all or a portion of Company's assets. Personal identifying information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.

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13. Export Restrictions. You agree to comply with all export and re-export restrictions and regulations ("Export Restrictions") imposed by the United States or any other country in which you conduct business. Without limiting the generality of the foregoing, and regardless of any disclosure made by you to the Company regarding an ultimate destination of the Software, you represent and warrant that you understand that U.S. law currently prohibits the export or re-export, directly or indirectly (including via remote access), of U.S. origin products and technology to certain proscribed countries (which could include Cuba, Iran, Russia, Sudan, North Korea and Syria and/or any other country that may become subject to an embargo by the United States), entities, organizations, and individuals, without prior authorization from the U.S. Government. You will not commit any act or omission that will result in a breach of any such Export Restrictions. Your breach of this clause shall constitute cause for immediate termination of this Agreement.

14. High Risk Activities. The Software is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). The Company specifically disclaims any express or implied warranty of fitness for High Risk Activities.

15. Termination.
(a) This Agreement and the license granted hereunder shall remain in effect for the term set forth on the order form (if not specified on the order from, for one (1) year from the date of the order form) unless terminated as set forth herein (the Initial Term). After the Initial Term, this Agreement will automatically renew for an one (1)-year term unless earlier terminated pursuant to any of the Agreement's express provisions or either party gives the other party written notice of non-renewal at least 60 days prior to the expiration of the then-current term (each a Renewal Term, together with the Initial Term, the Term).
(b) You may terminate this Agreement by giving the Company a 30-day prior written notice.
(c) The Company may terminate this Agreement, effective upon written notice to you, if you breach this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 7 days after the Company provides written notice thereof.
(d) The Company may terminate this Agreement, effective immediately, if you file or have filed a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appoint of a trustee, receiver, or custodian for a substantial part of its property.
(e) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and You shall cease using and return to the Company or destroy, at the Company's discretion, the Software, including all Documenation and original media. This shall not limited or affect any remedy available to the Company for your breach of this Agreement.

16. Miscellaneous.
(a) This Agreement shall be governed by the laws of the State of New York, exclusive of its choice of law rules. Any dispute between you and the Company regarding this Agreement will be subject to the exclusive jurisdiction of the state and federal courts sitting in the State of New York. In any such action, the prevailing party will be entitled to costs and attorneys' fees.
(b) You may not assign, sublicense, or transfer this Agreement, the Software, or any rights or obligations hereunder without prior written consent of the Company. Any such attempted assignment, sublicense, or transfer will be null and void. The Company may terminate this Agreement in the event of any such attempted assignment, sublicense, or transfer.
(c) This Agreement is only in English, and will be provided only in the English language. Further, English will be controlling in all respects, and all versions hereof in any other language will not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement must be in the English language.
(d) The Agreement constitutes the final and complete understanding between you and the Company with respect to the subject matter of this Agreement. Any modifications or waivers of this Agreement must be in writing and signed by both parties hereto.
(e) If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the

conflict with applicable law, and all other provisions of this Agreement shall remain in effect.
(f) Failure or delay on the part of the Company to exercise any right, power, privilege, or remedy will not constitute a waiver of, or bar the later exercise of, that or any other right, power, privilege, or remedy of the Company.
(g) No rule of strict construction shall apply against or in favor of either party in the construction and interpretation of this Agreement.