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3. FEES

3.1 Licensee shall pay license (and, to the extent applicable, maintenance) fees to Licensor in the amount and according to the terms set forth in the Order. Thereafter, maintenance fees shall be due annually on the anniversary of the start date of the Maintenance Term. Payment of any fees hereunder shall be made in a form acceptable to Licensor in U.S. dollars or in such other currency as may be acceptable to Licensor. All costs of payment (such as wire transfer fees) shall be the obligation of Licensee. Licensee is solely responsible for any and all taxes, duties, fees or other charges imposed on or associated with the transaction(s) contemplated in this Agreement.

3.2 All license and maintenance fees payable under this Agreement shall be due and payable on a net 30 days basis from date of invoice. The non-payment when due of any license fee set forth in the Order shall constitute a material breach of this Agreement. Any non-payment when due of any maintenance fee set forth in the Order shall constitute a material breach of the Maintenance and Support portion of this Agreement. Any sums not paid when due shall accrue interest at a rate of 1.5% per month or the maximum rate allowed by law, whichever is less, from the date first due. Licensee also shall be responsible for any and all costs of collection, including actual attorneys' fees, for any sums not paid when due.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence as of the Effective Date and continue in perpetuity unless otherwise provided in the Order or until terminated earlier as provided hereunder. If an Order provides for a particular term, the Agreement shall automatically renew after the end of the term provided in the Order for successive one (1) year renewal terms, provided that, prior to the commencement of a renewal term, Licensee pays Licensor such fees as Licensor and Licensee may agree. If the parties cannot reach agreement on such fees, the term shall not renew.

4.2 Termination by Licensee. Licensee may terminate this Agreement at any time, with or without cause, upon written notice to Licensor, provided Licensee is in compliance with all of its obligations hereunder. Except as expressly provided herein, Licensee shall not be entitled to any refund of any fees paid hereunder upon termination of this Agreement.

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7. MISCELLANEOUS PROVISIONS

7.1 Severability. The provisions of this Agreement and the attached schedules are severable. If any provision of this Agreement or any schedule attached hereto is held to be invalid, illegal, or unenforceable, such provision is to that extent deemed omitted and not part of this Agreement. The validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be valid and enforceable to the maximum extent permitted by law.

7.2 Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Licensee shall not assign, sublicense, subcontract, or otherwise transfer this Agreement, the license granted hereunder, or any of its other rights or obligations under this Agreement or delegate any of its duties under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

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If Licensee acquires the Software outside of the United States, the laws of the country in which Licensee acquires the Software govern this Agreement, except (a) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; (b) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Ukraine, and Federal Republic of Yugoslavia, the laws of Austria govern this Agreement; (c) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; (d) in Canada, the laws in the Province of Ontario govern this Agreement; and (e) in Puerto Rico, and the People's Republic of China, the laws of the State of New York govern this Agreement.

7.4 Export Restrictions. Licensee agrees to comply with all applicable export laws and regulations.

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7.6 Entire Agreement. This Agreement, inclusive of the Schedules and Addenda, if any, attached hereto, constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof between Licensor and Licensee.

7.7 Modification and Waiver. No modification of this Agreement or any Schedule or Addendum and no waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

7.8 Force Majeure. Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder.

7.9 Notice. Any notice, request, instruction or other document or communications to be given hereunder by either party to the other shall be in writing, and delivered via email, personally, overnight courier, express mail, or certified mail – return receipt requested, postage prepaid (such notice to be effective on the date receipt is signed by the receiving party). Notices to Licensee shall be sent to either the address set forth in the applicable Order or to such other address as Licensee shall designate by written notice to Licensor. Notices to Licensor shall be sent to either the following address or to such other address as Licensor shall designate by written notice to Licensee: PKWARE, INC., Attn: Legal Administrator, 648 N. Plankinton Ave., Suite 220, Milwaukee, WI 53203, legal@pkware.com.

PART 2 - MAINTENANCE AND SUPPORT

Maintenance and Support will be available to Licensee if Licensee is current on all maintenance payments with Licensor and Licensee is running a currently supported version(s) of the Software. Licensor reserves the right to increase the annual maintenance fee applicable to the Software by an amount not to exceed five percent (5%) per year.

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“Business Hours” means the hours from 8:00 a.m. through 6:00 p.m., Monday through Friday (excluding Licensor’s holidays) in either the United States Eastern Time Zone or the Central European Time Zone, whichever is closest in proximity to the Licensee.

“Error Condition” means any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its Documentation caused solely by errors or defects in the code of the Software.

“Maintenance Term” means, initially, the Maintenance Term identified in the Order. Upon expiration of the initial Maintenance Term, the Maintenance Term shall automatically renew for additional one (1) year periods unless terminated earlier by either party, at its option, by written notice at least sixty (60) days prior to the end of the then-current Maintenance Term. The Maintenance Term shall immediately terminate upon the termination, expiration, or cancellation of this Agreement for any reason.

“New Version” means a complete replacement of the executable code of the Software in machine-readable form, to provide significant new features or functions. A New Version may incorporate one or more enhancements. A New Version involves only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at the discretion of the Licensor.

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SIL Open Font License 1.1

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Version 1.1 - 26 February 2007

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