

20 APRIL 2020

## MEMORANDUM OF AGREEMENT (MOA)

### SUBJECT: Ubicquia End User License Agreement (EULA)

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- H. **“Software”** means the Ubicquia computer programs and any updates or upgrades made available to You by Licensor or an Approved Source and licensed to You by Licensor.
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- J. **“Use”** or **“Using”** means to download, install, activate, access, provide data to, receive data from, or otherwise use the Software.
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- C. **Injunctive Relief**. You hereby acknowledge that your breach of this EULA may cause irreparable harm and significant injury to Ubicquia in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, You that, in addition to any other rights and remedies it may have, Ubicquia shall have the right to seek injunctive relief in any court of competent jurisdiction to enforce Your obligations under this EULA.
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- E. **Assignment**. You may not assign any of Your rights or obligations under this EULA without Ubicquia's express written consent. Ubicquia may assign this EULA without Your consent provided that such assignment is to an Affiliate or pursuant to its merger or consolidation with or into, or the purchase of all its outstanding stock by, any other entity.
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- K. **Entire Agreement**. Unless Ubicquia has provided separate, written, individual terms, this EULA represents the entire agreement between You and Ubicquia relating to the Software, Documentation, Content, and Confidential Information or any products developed with or utilizing the Software, Documentation, Content, or Confidential Information and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any acknowledgement or similar communication between the parties during the subscription term.

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