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PRODUCT LICENSE

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- 1.5. "Maintenance Subscription"** means paid access to Product Updates and fixes.
- 1.6. "Physical Location"** means any physical address. For example, each store and/or office with different address is a separate physical location.
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- 1.9. "SaaS" or "Software as a Service"** means a model of software deployment whereby a provider licenses an application to customers for use as a service on demand.

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- 1.11. "Updates"** means technical support, new version, new release, and/or supplements to the Product and/or related information.
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- 8.2. Permitted Disclosure to Employees.** Each Party agrees that it will only disclose Confidential Information to its responsible employees, contractors, professional advisors and similarly situated individuals who have a bona fide need to know and who are bound by agreement or by law to keep such information confidential.
- 8.3. Other Permitted Disclosures.** Each Party may disclose Confidential Information (i) as authorized by the other Party in writing or (ii) to the extent required by applicable law, court, or government agency, provided that the Party required to disclose Confidential Information promptly notifies the other Party and cooperates with any efforts by the other Party, at the other Party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment. Other than those expressly allowed under this Section 10 of the Agreement, no other disclosures of Confidential Information are permitted.
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- 12.2. ASPOSE'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES, FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.**
- 12.3. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.**
- 12.4. Force Majeur.** Aspose is not liable hereunder by reasons of failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, government action, labor conditions, or any other cause which is beyond its control.

13. INDEMNITY. You agree to hold Aspose harmless against, and at Your expense handle and defend, any claim and defend any third party suit brought against You based upon an allegation that any software developed by You and included in Derived Works produced using the Product constitutes an infringement of any international patent, or any copyright or other proprietary or intellectual property right. You shall pay all damages and costs awarded in such suit.

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15. NO WAIVER. No action taken by either party pursuant to this Agreement, and no waiver by either party, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this Agreement, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.

16. SEVERABILITY. If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this Agreement and shall not effect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

17. GOVERNING LAW. This Agreement is made in the State of New South Wales, Australia and shall be governed and interpreted according to the laws of New South Wales, Australia. Any lawsuit filed regarding this Agreement shall be filed in New South Wales, Australia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- 18. FURTHER INSTRUMENTS.** Except as otherwise expressly provided in this Agreement, each party shall furnish to the other (and shall deliver and cause to be executed, acknowledged and delivered to the other) any further instruments, which such other party may reasonably require or deem necessary from time to time to evidence, establish, protect, enforce, defend or secure to such other party any or all of its rights hereunder or to more effectuate or carry out the purposes, provisions or intent of this Agreement.
- 19. CAPTIONS.** All indexes, titles, subject headings, section titles, and similar items are provide for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this Agreement.
- 20. UPDATES.** Aspose may make updates and changes to this license Agreement from time to time. Such changes will be posted on our website at <http://www.aspose.com> as well as distributed with the Product. You are bound by the terms of the Agreement as it is posted or distributed at the most recent time you install the Product or Updates. If You do not wish to be bound by the terms of this license Agreement You should not install any Updates or additional Product(s).
- 21. PUBLICITY.** You grant Aspose the right to use Your name and logo in press releases, brochures, case studies, marketing materials, the Aspose website and similar materials indicating that You are a customer of Aspose.
- 22. ENTIRE AGREEMENT.** This Agreement is the entire agreement between You and Aspose relating to the license of the Product and the support services (if any) You purchase hereunder and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement. This Agreement includes and encompasses materials referenced herein from the Aspose.com website. To the extent the terms of any Aspose policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.