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13. **Confidentiality**

13.1. Confidential Information. In connection with this Agreement, each Party may disclose or make available Confidential Information to the other Party. **"Confidential Information"** means information in any form or medium (whether oral, written, electronic, or other) that the disclosing Party considers confidential or proprietary, including information consisting of or relating to its technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as "confidential." Without limiting the foregoing: (a.) the Grooper Software and Documentation are the Confidential Information of Licensor; and (b.) the financial terms of this Agreement are the Confidential Information of each of the Parties.

13.2. Exclusions. Confidential Information does not include unrestricted information that: (a.) was rightfully known to the receiving Party without restriction on use or disclosure prior to such information being disclosed or made available in connection with this Agreement; (b.) was or becomes generally known to the public other than by the receiving Party's or any of its representatives' noncompliance with this Agreement; (c.) was or is received by the receiving Party on a non-confidential basis from a Third Party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (d.) was or is independently developed by the receiving Party without reference to or use of any Confidential Information; or (e.) is non-personal content provided to Licensor through comments, data, feedback, questions, requests, suggestions, telemetry, or other means in which confidentiality is not apparent or expected (however, Licensor agrees not to disclose such information in a form that personally identifies Licensee or users).

13.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the receiving Party shall:

(a) not access, use, disclose, or permit access to Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and

(b) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

Notwithstanding any other provisions of this Agreement, the receiving Party's obligations under this Section 13 (Confidentiality) with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the receiving Party or any of its representatives.

14. Indemnification

14.1. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, subcontractors, successors, and assigns (each, a **"Licensor Indemnitee"**) from and against any and all losses incurred by the Licensor Indemnitee resulting from any action by a Third Party:

(a) alleging that any Intellectual Property Right is or will be infringed, misappropriated, or otherwise violated by any: (i.) use or combination of the Grooper Software by or on behalf of Licensee or any of its agents with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Licensor nor authorized by Licensor in this Agreement and the Documentation; and (ii.) information, materials, or technology directly or indirectly provided by Licensee or directed by Licensee to be installed, combined, integrated, or used with, as part of, or in connection with the Grooper Software or Documentation;

(b) relating to facts that, if true, would constitute a breach by Licensee of any representation, warranty, covenant, or obligation under this Agreement;

(c) relating to negligence, abuse, misapplication, misuse, or more culpable acts or omissions (including recklessness or willful misconduct) by or on behalf of Licensee or any of its representatives with respect to the Grooper Software or Documentation or otherwise in connection with this Agreement; or

(d) relating to use of the Grooper Software or Documentation by or on behalf of Licensee or any of its representatives that is outside the purpose, scope or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Licensor's instructions.

15. Miscellaneous

15.1. Assignment. Licensor may assign this Agreement to any successor in interest of more than half of its assets. Otherwise, neither Party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other Party, such consent not to be unreasonably delayed or withheld. Any attempted assignment in violation of this Section 15.1 (Assignment) shall be void. Except as set forth above, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and permitted assigns. Under no circumstances shall any existing or future affiliate or subsidiary of Licensor be liable for any breach of or obligation in connection with this Agreement.

15.2. Export Laws. Grooper Software (and any accompanying, associated, or incorporated software) is subject to U.S. export regulations, and may not be shipped, transferred, exported, or used for any purpose prohibited by international and national laws that apply to Grooper Software, including the U.S. Export Administration Regulations and other U.S. and foreign restrictions. Licensee will not export or re-export Grooper Software

without first notifying Licensor and obtaining the appropriate U.S. or foreign export licenses.

15.3. Applicable Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any borrowing statute or choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than the State of Oklahoma. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma in each case located in the city of Oklahoma City and County of Oklahoma, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

15.4. Attorney Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees and court costs from the non-prevailing Party.

15.5. Entire Agreement. This EULA (including any addendum or amendment to this EULA which is included with the Grooper Software) constitutes the entire agreement between Licensee and Licensor relating to Grooper Software or the related support services (if any), and supersedes all prior or contemporaneous oral or written agreements, communications, proposals or representations with respect to Grooper Software or any other subject matter covered by this EULA, including any such agreements, communications, proposals or representations between Licensee and a partner of Licensor. Notwithstanding the foregoing, if Licensee and Licensor enter into any other written agreement for Grooper Software in a form substantially similar to this EULA, such other agreement shall control. If Licensee and Licensor enter into any other written agreement for Grooper Software not in a form substantially similar to this EULA that includes terms that conflict with this EULA, the terms of this EULA shall control.

15.6. Force Majeure. Licensor and its licensors / suppliers shall not be liable to Licensee or any other person or entity for any delay or failure in the performance of this Agreement or for damage or loss of any nature whatsoever suffered by such party due to disruption, failure or unavailability of communication or connectivity, acts of God, casualty, contagion, epidemics, pandemics, earthquakes, fire, flood, hurricanes, lightning, tornadoes, government or military acts, controls, orders or regulations, inability to obtain materials or services, civil commotion, labor disputes, national emergencies, riots, strikes, supply chain issues, terrorism, vandalism, war, or other acts of God or nature, or any other causes beyond Licensor's reasonable control.

15.7. Construction. As used in this Agreement, “including” and words of similar effect mean “including but not limited to." The use of “or” will not be deemed to be exclusive.

15.8. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

EXHIBIT A
Grooper® Software

Grooper® Software is created and maintained by Business Imaging Systems, Inc. License Fees, Support Fees, New Versions, page volume, and number of OCR threads are subject to pricing and other terms in an Order.

All Grooper Software, Documentation, Training Content, marketing materials, and any other Grooper-related content, including those available on Licensor's websites, are copyrighted materials of Licensor, all rights reserved.

NOTE:

"***GROOPER***" IS A REGISTERED USPTO TRADEMARK OF LICENSOR.

Reg. No. **5,974,817**: Class 9: Computer software for document capture and analysis by optical character recognition, namely, computer software for creating searchable documents by transforming captured documents, other than documents including business contact information, into searchable documents, and storing the searchable documents in a searchable database.

FURTHERMORE, LICENSOR OWNS PATENTS FOR GROOPER SOFTWARE OR ITS APPLICATIONS. THE LICENSE GRANTED IN THIS AGREEMENT OR LICENSEE'S USE OF GROOPER SOFTWARE MAY INVOLVE THE FOLLOWING U.S. PATENTS: **10,679,089** or **10,740,638**.

10,679,089 - SYSTEMS AND METHODS FOR OPTICAL CHARACTER RECOGNITION

10,740,638 - DATA ELEMENT PROFILES AND OVERRIDES FOR DYNAMIC OCR-BASED DATA EXTRACTION