

## End User License Agreement

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In addition, Licensee agrees not to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather, or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the KIPR website, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the KIPR website, other computer systems, or networks connected to or used together with the Product, through password mining or other means; (vi) harass or interfere with another user's use and enjoyment of the Product or Services; or (vii) introduce software or automated agents or scripts to the Product so as to produce multiple accounts, generate automated searches, requests, and queries, or to strip, scrape, or mine data from the Product or Services (except that we

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9. **Indemnification.** Licensee hereby agrees to defend, indemnify and hold harmless KIPR, its directors, officers, employees and agents from all third party claims or demands made against them (and any related losses, expenses or attorney's fees) arising out of or relating to Licensee's negligent use of or willful misuse of or negligent conduct or willful misconduct regarding the Product and/or Services (including, but not limited to, any claims of product liability, personal injury, or death, damage to property, damages or infringement of intellectual property rights or violation of any laws or regulations).

KIPR hereby agrees to defend, indemnify and hold harmless Licensee, its trustees, officers, employees and agents from all third-party claims or demands made against them (and any related losses, expenses or attorney's fees) arising out of or relating to or in connection with KIPR's provision of access to the Product and/or Services, and any claim that the Product and/or Services infringes or misappropriates a trademark, copyright, trade secret or other intellectual property right of a third party.

10. **No Assignment.** This Agreement may not be assigned by Licensee without the prior written consent of KIPR. Any attempted assignment by Licensee in violation of this Section shall be null and void. Subject to the restrictions of this Section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and permitted assigns.

11. **Governing Law; Arbitration.** This Agreement and any and all claims arising from it will be construed under the laws of the State of Oklahoma without regard to its conflict of laws issues. Any dispute or claim arising out of or relating to this Agreement will be settled exclusively by arbitration in Cleveland County, Oklahoma in accordance with the Rule of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

12. **Notices.** Any notices to be given under this Agreement shall be in writing and mailed either overnight via nationally recognized overnight courier or via certified first-class mail, return receipt requested, to the addresses listed in the first paragraph of this Agreement.

No party may object to any method of providing written notice that is actually received by such party.

**13. Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements and understandings related to the subject matter of this Agreement. This Agreement may not be amended or modified except by a written document signed by authorized representatives of both parties. The parties hereby execute this Agreement as of the Effective Date.