

License Agreement for Non-Warranted Programs

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE PROGRAM, LICENSEE AGREES TO THE TERMS OF THIS LICENSE AGREEMENT FOR NON-WARRANTED PROGRAMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

* DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE PROGRAM; AND

* PROMPTLY RETURN THE UNUSED MEDIA AND DOCUMENTATION TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

This License Agreement for Non-Warranted Programs (“**Agreement**”) by and between

HCL Technologies Limited, a company duly organized and existing under the laws of India and having its registered offices at 806 Siddharth, 96 Nehru Place, New Delhi-110019 (“**Licensor**” or “**HCL**”), and

You (“**Licensee**” or “**Customer**”).

Licensor and Licensee hereinafter referred to individually or collectively, respectively, as “**Party**” or “**Parties**.”

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

“**Affiliate**” is an entity that controls, is controlled by or shares common control with HCL or Customer, where such control arises from either (a) a direct or indirect ownership interest of more than 50%, or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock, by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.

“**Documentation**” means the user guide, help information and/or other technical documentation generally provided by Licensor to licensees of the Program.

“**Program(s)**” is the object code of the software and all accompanying Documentation delivered to Customer, including all items delivered by HCL to Customer under Support.

“**Support**” is the support services available for the Program if and when specified by HCL .

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- (i) References to parties, sections, paragraphs or attachments are references to parties, sections, paragraphs or attachments of this Agreement;
- (ii) Words denoting persons only shall include corporations, partnerships and unincorporated associations;
- (iii) References to any Party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective successors or permitted assigns;
- (iv) Headings have been included for convenience only and shall not be used in construing any provision herein; and
- (v) References to any enactment shall be deemed to include references to such enactment as re-enacted, amended, or extended from time to time.

2.0 LICENSE GRANT

Subject to the terms, conditions, and other restrictions set forth in this Agreement, HCL grants Customer a non-exclusive, non-transferable, non-sublicensable license to install, access, and use the Programs (i) for Customer and its Affiliates' internal business use; and (ii) in accordance with the Documentation (collectively, a "**License**"). Customer's Affiliates may use and access the Programs and Support (if any) under the terms of this Agreement, and Customer is fully responsible for its Affiliates compliance with the terms of this Agreement.

3.0 LICENSE RESTRICTIONS

The License grant under Section 2.0 above is subject to Licensee's agreement and compliance with each of the following:

- (i) The Program contains certain materials and software licensed from a third party, and Customer assumes responsibility for these materials and their use in the Program;
- (ii) The Program, including the third party software contained in the Program is licensed, and not sold, and neither the third party nor HCL passes any title to the Program to Customer;
- (iii) Customer may not and will not copy, operate, or otherwise use the Program or any third party software contained in the Program other than as set forth in the License above nor prepare any derivative work thereof, or otherwise use, copy, modify, distribute, assign, sublicense, lease, rent, or otherwise transfer the Program or any third party software contained in the Program except as expressly permitted in this Agreement or except to the extent required by law;

- (iv) Customer will not use the Programs in an outsourcing or service bureau environment on its behalf and/or on behalf of non-affiliated third parties or allow the Programs to be used by an outsourcing or service bureau provider on behalf of the Customer;
- (v) Customer will not distribute the Program or any third party software contained in the Program, to end-users as on-premises distributions and the Customer will not offer the Program or such third party software as a cloud service or software-as-a-service to any end-users;
- (vi) Customer is prohibited from reverse engineering, reverse assembling, reverse compiling, translating, or otherwise trying to discover the source code form of any software provided in object code form of the Program or any third party software contained in the Program, except as permitted by the national or regional law of the places where the Customer does business (without the opportunity for contractual waiver), and then only with respect to the particular copy of object code incorporated into that particular Program or third party software;
- (vii) Customer will not use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program;
- (viii) Customer will not attempt to disable or circumvent any of the licensing mechanisms within the Program;
- (ix) Customer will reproduce all copyright notices and other legends of ownership on each copy, or partial copy, of the Program and will ensure that anyone who uses the Program (accessed either locally or remotely) does so only on Licensee's behalf and complies with the terms of this Agreement;
- (x) If the Program is replaced by a trade-up Program, the license for the Program getting replaced stands promptly terminated;
- (xi) When Licensee receives an update, fix, or patch to a Program, Licensee accepts any additional or different terms that are applicable to such update, fix, or patch that are specified in its Documentation. If no additional or different terms are provided, then the update, fix, or patch is subject solely to this Agreement. If the Program is replaced by an update, Licensee agrees to promptly discontinue use of the replaced Program; and
- (xii) If HCL licenses the Program for a fixed term, Licensee's License is automatically terminated at the end of the fixed term, unless Licensee and HCL otherwise agree in writing;
- (xiii) The restrictions in this Section 4 applies to each copy of the Program that Licensee makes. For the purposes of this Section 4, the term Program shall include all third party software that is part of the Program.
- (xiv) Part of the software integrated with the Program is open source software whereby the source code thereof is available to the public for inspection and use by others, and the terms and conditions of the applicable license agreement permit recipients of such open source software freely (and without the payment of any fee or royalty) to copy,

modify and distribute the open source software's source code. The Program is subject to the applicable open source license.

4.0 NO WARRANTIES

SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, HCL MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PROGRAM OR SUPPORT, IF ANY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. LICENSEE MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS IN THIS SECTION 4.0 ALSO APPLY TO ANY OF HCL'S PROGRAM DEVELOPERS AND SUPPLIERS. MANUFACTURERS, SUPPLIERS, OR PUBLISHERS OF NON-HCL PROGRAMS MAY PROVIDE THEIR OWN WARRANTIES. HCL DOES NOT PROVIDE SUPPORT OF ANY KIND, UNLESS HCL SPECIFIES OTHERWISE. IN SUCH EVENT, ANY SUPPORT PROVIDED BY HCL IS SUBJECT TO THE DISCLAIMERS AND EXCLUSIONS IN THIS SECTION 4.0. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR A LICENSOR AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY.

IN THE EVENT THAT ANY WARRANTIES ARE REQUIRED BY LAW AS OUTLINED ABOVE, ANY SUCH WARRANTIES ARE PROVIDED SOLELY BY THE HCL ENTITY LICENSING THE PROGRAM AND NOT BY A THIRD PARTY OR ANY OTHER HCL ENTITY. THE DISCLAIMERS IN THIS SUBSECTION 4.0, HOWEVER, ALSO APPLY TO ALL HCL ENTITIES AND THEIR SUPPLIERS OF THIRD PARTY SOFTWARE. THOSE SUPPLIERS PROVIDE SUCH SOFTWARE WITHOUT WARRANTIES OR CONDITION OF ANY KIND.

5.0 PAYMENT AND DELIVERY

Customer will pay a License fee ("**Fee**") for each Program upon receipt of an invoice. For Programs that are delivered electronically, upon request from HCL, Customer agrees to provide HCL with documentation supporting that the designated Programs were received electronically. For Programs HCL provides to Licensee in tangible form, HCL fulfills its shipping and delivery obligations upon the delivery of such Programs to the HCL-designated carrier, unless otherwise agreed to in writing by Licensee and HCL. The Programs are accepted the day HCL delivers the Programs either physically to the carrier or by providing access code(s) for electronic download, whichever occurs first. Overdue amounts payable

under an invoice shall bear interest from the original due date at the rate of 1.0% per month or the maximum legal rate, whichever is less.

6.0 TAXES

Any Fee quoted or provided by HCL is exclusive of all taxes. If any authority imposes on the Program a duty, tax (including sales tax or VAT), levy, or fee, excluding those based on HCL's net income, then Licensee agrees to pay that amount, or else supply an exemption documentation. Licensee is responsible for any personal property taxes for the Program from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Program outside the country in which the original Licensee was granted the license, then Licensee agrees that it is responsible for, and will pay, any amount so imposed.

7.0 INTELLECTUAL PROPERTY RIGHTS.

Notwithstanding the use of the terms “purchase,” “sale”, or any similar terminology in connection with the transaction contemplated by this Agreement, as between Customer and HCL, except for the nonexclusive licenses expressly granted to Customer under Section 2.0, HCL and its licensors and suppliers retain all right, title, and interest in and to the Program and all related intellectual property and proprietary rights subsisting therein, as well as materials relating thereto, and any modifications, enhancements, customizations, updates, revisions or derivative works thereof. Licensor shall have the sole right to obtain, hold, and renew, in its own name and/or for its own benefit, patents, copyrights, and/or other appropriate protection in the Program or other such materials. There are no implied licenses under this Agreement, and all rights not expressly granted hereunder or thereunder are reserved to HCL and its Affiliates and licensors.

8.0 LICENSEE DATA AND DATABASES

To assist Licensee in isolating the cause of a problem with the Program, HCL may request that Licensee 1) allow HCL to remotely or physically access Licensee’s system or 2) send Licensee information or system data to HCL. However, HCL is not obligated to provide such assistance unless HCL and Licensee enter a separate written agreement under which HCL agrees to provide to Licensee that type of support, which are also provided by HCL without any warranty, in this Agreement. In any event, HCL uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, HCL may use HCL entities and subcontractors (including in one or more countries other than the one in which Licensee is located), and Licensee authorizes HCL to do so.

Licensee remains responsible for 1) any data and the content of any database Licensee makes available to HCL; 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data); and 3) backup and recovery of any database and any stored data. Licensee will not send or provide HCL access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that

HCL may incur relating to any such information mistakenly provided to HCL or the loss or disclosure of such information by HCL, including those arising out of any third party claims.

9.0 AUDIT

Customer agrees that HCL may annually audit relevant books and records (including electronic records), devices, computers, servers, and systems of Customer, its Affiliates, consultants, service providers and contractors (collectively, “**Customer Entity(ies)**”), relating to the Program in order to verify the use of the Program in compliance with this Agreement. HCL may make copies of any such books and records to the extent necessary to verify Customer’s compliance with the terms hereof. HCL may conduct the audit itself or at its option engage an independent third party to do such audit. The audit may be conducted at any sites of Customer Entities, where the Program is installed, used or accessed from, including remotely. HCL shall bear its own costs in connection with an audit. HCL will provide fifteen (15) calendar days’ notice prior to an audit, except where there is a reasonable cause to suspect that there is an infringement of intellectual property rights, in which case only two (2) business days’ notice will be required. Any such audit will be performed during Customer Entity’s normal business hours and in a manner that minimizes the disruption to its business. Customer Entities shall provide all assistance reasonably necessary for HCL to carry out such audit. If the audit reveals underpayments, Customer shall promptly make such payments. If the audit reveals under-reporting of usage, Customer shall promptly pay for the differentials at HCL’s then list price for the Program. HCL’s rights and remedies in this subsections shall be without prejudice to other rights and remedies HCL has under this Agreement, at law or in equity. HCL’s rights under this provision shall survive any termination or expiry of this Agreement for two years.

10.0 TERMINATION

Upon thirty (30) days’ advance written notice, either Party may terminate this Agreement on a prospective basis. HCL may (i) terminate the Licenses to the Programs if Customer fails to pay the applicable Fees due within thirty (30) days of receipt of written notice from HCL of non-payment; (ii) terminate Licenses to the Programs, and/or this Agreement, without notice or cure period, if Customer violates the intellectual property rights of HCL, its Affiliates or its licensors, or uses the Program outside the scope of the License; or (iii) terminate all Licenses and this Agreement in whole or part if Customer commits any other material breach of this Agreement and fails to cure the breach within thirty (30) days after HCL notifies Customer in writing of the breach. Upon termination of a License, (a) Customer will immediately uninstall and discontinue use of the relevant Program, (b) upon HCL’s request, Customer will immediately return such Program to HCL, together with all related Documentation and copies or certify its destruction in writing, and (c) all Support obligations of HCL under the Agreement, if any, will come to an end.

11.0 LIMITATION OF LIABILITY

11.1 EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR AND ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PROGRAMS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 LIMITATION OF LIABILITY AND REMEDIES.

NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED IN SECTION 11.1 ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF LICENSOR AND ANY OF ITS AFFILIATES UNDER ANY PROVISION OF THIS AGREEMENT AND CUSTOMER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE FEE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE LICENSE OF THE APPLICABLE PROGRAM GIVING RISE TO SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING DISCLAIMER UNDER SECTION 4.0) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITIES DESCRIBED IN THIS AGREEMENT ALSO APPLY TO ANY THIRD PARTY SUPPLIER OF PROGRAM OR ANY PART THEREOF. SUCH THIRD PARTY SUPPLIER IS AN INTENDED BENEFICIARY OF THIS AGREEMENT.

12.0 NEW PRODUCTS/VERSIONS; PROGRAM OBSOLESCENCE

- 12.1 Licensor may bring out new products or new version of Programs with new or additional functionality or technology, or in a new platform, as driven by customer and industry requirements. Licensor may offer such new products or version to Licensee to migrate to or adopt.
- 12.2 Based on industry directions and technology changes, Licensor may discontinue further releases of the Programs. In such a situation, Licensor may continue to ship released versions of Programs, and all shipped versions shall be governed by this Agreement.

13.0 EXPORT RESTRICTIONS

Licensee will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services, or data, directly or indirectly, to certain countries, or for certain end uses or end users. Licensee acknowledges that the Program is subject to U.S. export laws and regulations. Licensee agrees that, unless authorized by the U.S. export license or regulation, it will not export or re-export the Program provided by HCL under this Agreement to (i) those countries (or nationals of countries) considered embargoed/terrorist countries under U.S. export laws and regulations or (ii) prohibited end users or end uses, including but not limited to: nuclear, space or missiles, and weapons systems (including chemical and biological). At the time of this Agreement, those countries considered embargoed/terrorist are: Cuba, Iran, North Korea, Sudan and Syria.

14.0 CONFIDENTIALITY

Except as otherwise expressly permitted in this Agreement, Licensee will hold in confidence the Programs and all other information received hereunder from Licensor. Licensee agrees that the Programs and Documentation furnished by HCL will be treated as proprietary trade secrets of Licensor, and Licensee will not make the Program or the Documentation available in any form to any person other than to its employees and to contractors located on its premises with a need to know, subject to restrictions no less stringent than those contained herein. Licensee represents to Licensor that it maintains a system of confidentiality to protect its own confidential business information, including written agreements with employees, and that the Licensed Program and Documentation will be protected by such a system to the same extent. If Licensee at any time becomes aware of any unauthorized use or disclosure, Licensee will promptly and fully notify the Licensor of all facts known to it concerning such unauthorized use or disclosure and reasonably cooperate with Licensor in seeking a protective order or other appropriate remedy to limit such disclosure.

15.0 GENERAL

- 15.1 Third-Party Beneficiary. Licensee understands that portions of the Programs and related documentation may have been licensed to Licensor from third parties and that such third parties are intended third-party beneficiaries of the provisions of this Agreement.
- 15.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect. Each provision of this Agreement, which provides for a limitation of liability, disclaimer of warranties or exclusion of remedies is severable from and independent of any other provision. Further, in the event that any remedy hereunder is determined to have failed of its essential purpose, all limitations of liabilities and exclusions of damages shall remain in effect.
- 15.3 Business Contacts. Licensee authorizes HCL and its contractors and business partners to store and use Licensee's business contact information wherever they do business, in connection with HCL products and services, or in furtherance of HCL's business relationship with Licensee.

- 15.4 Force Majeure. Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to acts of God, including but not limited to fire, flood, natural catastrophe, acts of any government or of any civil or military authority, national emergencies, acts of terrorism, riots, war, insurrection, strikes, or any occurrence beyond the reasonable control of such Party.
- 15.5 FCPA. Each Party will comply, at its own expense, with all applicable laws, including, without limitation, all laws prohibiting corruption and bribery (such as, if applicable, the U.S. Foreign Corrupt Practices Act of 1977), laws governing transactions with government and public entities, antitrust and competition laws, insider trading, securities, and financial reporting laws, laws governing consumer transactions, and laws regarding data privacy, where such compliance has any direct or indirect connection or relation to this Agreement or either Party's exercise of rights or satisfaction of obligations under this Agreement.
- 15.6 Non reliance. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement, including but not limited to any representation concerning: 1) the performance or function of the Program; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve. Licensee acknowledges that it has not relied on any promises, inducements, representations, or other statements made by Licensor regarding the commercial viability, profitability, or success in the marketplace of any products or services, and that Licensee's decision to enter into this Agreement is made independently.
- 15.7 Assignment and Transfers. Licensee will not assign or transfer this Agreement or a Program under this Agreement without the written consent of the Licensor except in the event of a merger with or into, or a transfer of all or substantially all of Licensee's assets to a third party who assumes all of Licensee's liabilities and obligations under the Agreement and expressly agrees in writing to be so bound. Except as mentioned in the preceding sentence, any attempted assignment or transfer by Licensee of this Agreement or Programs is null and void. Immediately after any transfer authorized under this section, Licensee's license terminates.
- 15.8 Relationship of Parties. This Agreement shall not be construed to establish any form of partnership, agency, franchise, or joint venture of any kind between Licensee and Licensor, nor to constitute either Party as the agent, employee, legal representative, or any other form of representative of the other.
- 15.9 Other agreements do not apply. The license and intellectual property indemnification terms of Licensee's other agreements with HCL (such as the services agreement with Customer where HCL is the service provider) do not apply to Program Licenses granted under this Agreement.
- 15.10 Governing Law. Both Parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and HCL's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the

International Sale of Goods does not apply. All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

- 15.11 Entire Agreement. This Agreement supersedes any and all prior oral or written communications, proposals, conditions, representations, and warranties, between Licensee and HCL concerning Licensee's use of the Program.
- 15.12 No waiver. A waiver by a Party of any breach of this Agreement will not be construed as a waiver of any subsequent breach. No waiver will be implied from conduct or failure to enforce rights, nor be effective, unless in writing signed on behalf of the Party against whom the waiver is asserted.
- 15.13 Notices. All notices required or permitted by this Agreement shall be in writing and shall be valid and sufficient if sent by: (1) registered or certified mail, return receipt requested, postage prepaid; (2) by facsimile (provided the receipt of the facsimile is evidenced by a printed record of completion of transmission); (3) by e-mail; or (4) by express mail or courier service providing a receipt of delivery. Notices shall be effective upon receipt as demonstrated by reliable confirmation. Notices shall be addressed to HCL at the address given above in the preamble or via email at geo.legal@hcl.com and to Customer at the address entered during the purchasing or ordering process. Either Party may change its address by a notice given to the other Party in the manner set forth above.
- 15.14 Survival. Such provisions of this Agreement, which generally can survive after termination or expiration of any similar agreement, shall also survive any termination or expiration of this Agreement, particularly the provisions of Sections 3.0, 4.0, 9.0, 11.0, 13.0, 14.0, and 15.0.