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13. **Limitation of Liability.** BVR will not be liable for any incidental, indirect, consequential, or special damages, losses or costs of any kind, including lost revenues, lost profits, or loss of data arising out of the License or Your access or use of the Content. Notwithstanding anything else in this Single ULA to the contrary, You agree that BVR's maximum liability to You for any damages, losses or costs arising under any theory of liability shall be the total of the Subscription Fees and any Additional Fees that You have actually paid to BVR for the Term during which the loss which is the subject of any claim has occurred. The remedies available to You against BVR under this Single ULA are exclusive.
14. **Indemnity.** You shall defend, indemnify, and hold harmless BVR, its affiliates and their respective members, managers, officers, employees and agents (collectively, the "BVR Parties"), from and against any and all losses, damages, liabilities, demands, obligations, judgments, settlements, costs and expenses, claims, actions and suits including, without limitation, reasonable fees and expenses of attorneys of any nature whatsoever that may be suffered or incurred by, or asserted or awarded against, any of the BVR Parties, resulting from, arising out of or in connection with any default or breach by You of any of the terms or conditions of this Single ULA.
15. **Governing Law and Disputes.** This Single ULA, including its interpretation, existence, validity, or scope, and including any dispute arising from, relating to, or in any manner connected with this Single ULA, the parties' dealings hereunder, or any breach or enforcement thereof (each a "Dispute") shall be construed under and resolved in accordance with the laws of the State of Oregon, exclusive of its choice of law principles. You consent to the exclusive jurisdiction of the state and federal courts of Oregon. Any Dispute shall be resolved by binding arbitration pursuant to the commercial arbitration rules of (and by filing a claim with) the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Unless You and BVR agree otherwise, the arbitration shall occur in Portland, Oregon. This agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1 -16 to the exclusion of inconsistent state laws. Notwithstanding

the above, if BVR deems it appropriate to seek a temporary restraining order or a preliminary injunction against You, BVR may seek such relief in the appropriate federal or state courts of Oregon.

16. **Cumulative Rights.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy under or by reason of this Single ULA. BVR's rights and remedies as set forth in this Single ULA are cumulative and in addition to all other rights and remedies available to it under any statute or otherwise at law or in equity and all such remedies may be exercised concurrently or singularly.
17. **Entire Agreement.** This Single ULA constitutes the entire agreement between You and BVR with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, discussions and representations, whether written or oral pertaining thereto.
18. **Revisions.** BVR may, at any time, revise any terms or conditions of this Single ULA by posting an updated set of terms and conditions on BVR's website with the date on which such revised terms and conditions become effective. Your continued access and use of the Content following the posting of any updated or revised terms and conditions on BVR's website (whether during the existing Term of Your subscription or in connection with a new subscription which You purchase from BVR), shall be conclusively deemed to be an acceptance by You of all such updated and revised terms and conditions.
19. **Attorney Fees.** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Single ULA, or otherwise arising out of or relating to this Single ULA, the prevailing party shall be entitled to recover reasonable attorney fees in connection therewith plus all other costs and expenses authorized by law to be recovered. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) or court during the arbitration proceeding, hearing or other dispute resolution process as applicable, in or at which such matter is tried, heard, or decided.
20. **Severability.** In the event that any provision of this Single ULA is determined to be invalid or unenforceable, such provision shall be deemed to be severable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Single ULA. In addition, to the extent possible, the invalid or unenforceable provision shall be substituted with an enforceable provision that most closely satisfies or meet the intents of the severed provision.
21. **Legal Authority.** You represent and warrant that You have the legal power, right and authority to enter into this Single ULA and be bound by its terms, covenants, and obligations. Any individual accepting and agreeing to this Single ULA as described in [Section 28](#) on behalf of a company or other entity represents and warrants that he/she has authority to do so and has authority to bind such company or entity to the terms and conditions of this Single ULA.
22. **Assignment.** This Single ULA shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns. BVR shall have the right to transfer or assign any of its rights or obligations hereunder, in whole or in part, to any person, firm or corporation. You may not transfer or assign any of the Your rights or obligations hereunder, whether expressly or by operation of law without BVR's prior written consent which may be withheld in its sole discretion. For the purposes hereof, where You are an entity, a transaction or series of

transactions resulting in a change of control by or to You shall be deemed to be an assignment. Any proposed assignment by You which has been approved by BVR will either require that the proposed assignee sign a document agreeing to be bound by the terms and conditions of this Single ULA and to perform and comply with Your liabilities and obligations hereunder or require that such assignee enter into a new Single ULA.

23. **Notices.** All notices or communications required, permitted or contemplated hereunder by a party shall be in writing, and shall be sufficiently given and received if sent to the address of the other party in one of the following manners:

(a) If delivered personally or by a nationally recognized courier service during normal business hours in which case such notice shall be deemed to be effective and have been received by the addressee when actually delivered, or

(b) If deposited in the U.S. mail and sent by registered mail, postage prepaid, in which case such notice shall be deemed to be effective and have been received by the addressee three (3) business days following the date of mailing.

Your address for notices shall be that which You provided in connection with Your original subscription purchase online or through a BVR employee. BVR's address for notices shall be as follows:

Business Valuation Resources,
LLC
111 SW Columbia Street, Suite
750
Portland, OR 97201
United States
Attention: Adam Manson

With a copy to:
Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, Oregon 97205
Attention: Jason Alexander

24. **Survival.** The parties agree that any provisions or covenants which: (a) are expressly said to survive the termination or expiry of this Single ULA, (b) which require or contemplate performance or fulfillment by a party after the termination or expiry of this Single ULA, (c) the nature and intent of which are to survive the termination or expiry of this Single ULA, and any provisions which are necessary for the interpretation of any of the foregoing shall, in each case, survive the termination or expiry of this Single ULA.

25. **Time of Essence.** Time shall be of the essence in this Single ULA with respect to payments and performance of Your obligations.

26. **Further Assurances.** You shall execute and deliver all such further documents and do all such other things as BVR may reasonably request to give full effect to, better evidence or perfect the full intent and meaning of this Single ULA.

27. **Waiver.** The failure of BVR to enforce or exercise any right under this Single ULA, or the granting of any grace or curing period in respect of any default under this Single ULA, shall not be construed to be a waiver of such right to insist upon strict compliance with the obligations or the terms herein. BVR's rights under this Single ULA shall not be deemed waived except as specifically stated in an instrument in writing signed by BVR. No waiver

of any term, condition, event or default hereunder shall extend to, or be offset by, any subsequent or other event of default or impair any rights or remedies available to a party upon a subsequent default.

28. Electronic Acceptance. Your electronic submission and clicking “accept” shall constitute Your agreement and acceptance of the terms and conditions of this Single ULA (including Revisions as described in Section 18 and any other documents to be delivered by BVR during the Term) and to the electronic delivery and acceptance thereof, which shall thereupon become a valid and binding agreement between You and BVR with the same force and effect as a physically signed original. **BY CLICKING ACCEPT YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS SINGLE ULA AND AGREE TO BE BOUND BY ITS’ TERMS AND CONDITIONS CONTAINED HEREIN.**

Last updated: October 30, 2023