

Rider to Software License Terms

This rider ("Rider") to the Software License between Uptime Software Inc., a British Columbia corporation ("Licensor"), and the State of Oregon, acting through its Department of Administrative Services ("Licensee") amends and supersedes any provision to the contrary in the Software License ("License"), a copy of which is attached to this Rider as Exhibit A. This Rider and the Software License constitute the entire licensing agreement (collectively "Agreement") between Licensor and Licensee, and merge all prior and contemporaneous communications with respect to the matters described in this Agreement.

Notwithstanding any language in the License to the contrary, Licensor and Licensee agree:

1. **Software.** This Rider pertains to the Uptime Infrastructure Monitor Software and related intellectual property, such as Documentation, licensed by Licensor to Licensee under this Agreement and paid for through Licensor's authorized reseller.
2. **Statewide Price Agreement.** The Software is available through a price agreement with a Licensor-authorized reseller. Such price agreement is held by the Oregon Department of Administrative Services under applicable Oregon law. Licensee will order Software via a purchase order issued to the reseller.
3. **Effective Date and Term.** This Agreement is effective on February 7, 2017, or when it is fully executed and approved according to applicable laws, rules and regulations, whichever date is later ("Effective Date"). This Agreement continues in effect unless terminated by either party by providing notice in the manner specified in Section 4 of the License.
4. **Confidentiality.**
 - 4.1. Any obligation of Licensee to maintain the confidentiality of Licensor's proprietary information provided to Licensee is conditioned by and subject to Licensee's obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.410 to 192.505 which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.501 or ORS 192.502.
 - 4.2. Licensor acknowledges that, it and its employees, subcontractors or agents in the course of this Agreement may be exposed to or acquire information that is confidential to Licensee or Licensee's clients. Any information Licensor or its employees or agents receive or acquire relating to Licensee or Licensee's clients in the performance of this Agreement is deemed to be confidential information of Licensee ("Confidential Information"), with the exception of:
 - 4.2.1. Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Licensor;
 - 4.2.2. Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;
 - 4.2.3. Information that was known to Licensor prior to the Effective Date of the Agreement without obligation of confidentiality;

- 4.2.4. Information that is independently developed by Licensor and documented in writing without use of, or reference to, any confidential information of Licensee; and
 - 4.2.5. Information required to be disclosed by compulsory judicial or administrative process or by law or regulation.
 - 4.2.6. If Licensor is required to disclose confidential information under clause 5.2.5, Licensor shall first give Licensee notice and shall provide such information as may reasonably be necessary to enable Licensee to take action to protect its interests.
- 4.3. Licensor shall comply with the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 606A.628, to the extent applicable to this Agreement.

5. Indemnification.

- 5.1. **Limits on Licensee Indemnification.** To the extent Licensee is required under the License to indemnify or hold Licensor harmless against claims brought by third parties against Licensor, Licensee's obligation to indemnify is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.
- 5.2. **Licensor Indemnification.** Licensor shall indemnify and hold Licensee, the State of Oregon, and their agents, officials and employees harmless from all third party claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards, and costs (including reasonable attorneys' fees and expenses), which may be brought or made against Licensee, the State of Oregon, or their agents, officials or employees and arising out of or related to any of the following (each, an "indemnifiable loss"):
- 5.2.1. Personal injury, death or tangible property damage caused by any alleged act, omission, error, fault, mistake or negligence of Licensor, its employees, agents, or representatives in connection with Licensor's performance under or related to the Agreement; and
 - 5.2.2. Any willful or grossly negligent act or omission by Licensor that constitutes a material breach of the Agreement, including any breach of warranty.
 - 5.2.3. Licensee will timely notify Licensor in writing of any action, claim or demand of which Licensee becomes aware and which Licensee reasonably expects to result in an indemnifiable loss. Licensor's obligation under this section does not extend to any indemnifiable loss to the extent caused by: (i) the negligence or willful misconduct of Licensee, the State of Oregon, or their agents, officials or employees; or (ii) Licensee's modification of Licensor's software where the unmodified version of the software would not cause an indemnifiable loss.
6. **Defense of Claims.** To the extent Licensor is required under this Agreement to defend Licensee against claims asserted by third parties, Licensee shall reasonably cooperate in good faith, at Licensor's reasonable expense, in the defense of the claim and Licensor shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim, and Licensor shall bear all costs of counsel. The Oregon Attorney General's acceptance of

counsel may not be unreasonably withheld. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, Licensee, its officers, employees or agents. Licensee may elect to assume its own defense with an attorney of its own choice and its own expense at any time Licensee determines important governmental interests are at stake. Licensee will promptly provide notice to Licensor of any claim that may result in an obligation on the part of Licensor to defend. Subject to these limitations, Licensor may defend a claim with counsel of its own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of Licensee, which consent must not be unreasonably withheld.

7. **Governing Law; Jurisdiction; Venue.** This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon. LICENSOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THIS COURT, WAIVES ANY OBJECTION TO VENUE IN THESE COURT, AND WAIVES ANY CLAIM THAT THIS COURT IS AN INCONVENIENT FORUM. In no way may this section or any other term of this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.
8. **Attorney Fees.** Except as specified in Section 5.2, neither party to this Agreement is entitled to obtain judgment from the other party for attorney fees incurred in any litigation between the parties or in defense of any claim asserted by a third party.
9. **Dispute Resolution.** Any dispute between the parties under the License that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.
10. **Payment.** Licensee's obligation to pay late charges is subject to ORS 293.462.
11. **Incorporation of Oregon Statutes.** ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.
12. **Termination for Lack of Funding.** Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Licensee's payment for license fees due after the last calendar day of the current State of Oregon biennium is contingent upon Licensee receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Licensee, in the exercise of its reasonable administrative discretion, to continue to compensate Licensor. Licensee may immediately terminate this Agreement upon written notice if Licensee fails to receive funding, appropriations,

limitations, allotments, or other expenditure authority as contemplated by Licensee's budget or spending plan and Licensee determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.

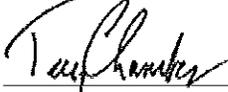
- 13. Independent Contractor.** Licensor is at all times an independent contractor and not as an agent, employee, or representative of Licensee. Licensor has no right or authority to incur or create any obligation for or legally bind Licensee in any way. Licensor is not an "officer," "employee" or "agent" of Licensee or any other agency, office, or department of the State of Oregon, as those terms are used in ORS 30.265, and Licensor shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in the Contract or authorized in writing by the party to be bound.
- 14. Order of Precedence.** In the event of any conflict between the Rider, the License, and any terms and conditions published by Licensor on or after the Effective Date of this Agreement and any terms presented to an end user in a 'click wrap' or end user agreement, the conflict will be resolved in that order.
- 15. Publicity.** Licensor may disclose the form and existence of this Agreement in advertising, press releases or other materials distributed to prospective customers, but shall not otherwise attempt to obtain publicity from its association with Licensee or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Licensee or the State of Oregon of Licensor's Application Services, without the prior written consent of Licensee.
- 16. Counterparts.** This Rider may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
- 17. Tax Compliance.** By executing this Rider, the undersigned certifies under penalty of perjury that Licensor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Licensor shall, for the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, to Licensor's property, operations, receipts, or income, or to Licensor's performance of or compensation for any work performed by Licensor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, or to goods, services, or property, whether tangible or intangible, provided by Licensor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

 - 17.1.** This Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Contract or (ii) exercising a right of

setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

LICENSOR:

Uptime Software Inc.



Trey Chambers
Chief Financial Officer

Date: 2/13/17

LICENSEE:

The State of Oregon, acting through

DAS Procurement Services

By: Ginny Beckwith

As: Procurement Services Mgr

Date: 2/16/17

Attachments:

Exhibit A – Software License

EXHIBIT A
Software License

END USER LICENSE AGREEMENT

Before obtaining a license key, or using *up.time*, please read the following End User License Agreement for *up.time*. The *up.time* End User License Agreement defines the rights, permissions, and limitations that you agree to by choosing *up.time*.

NOTICE TO USER

This End User License Agreement (the "Agreement") is a legal contract between you, as either an individual or a business entity, and Uptime Software Inc. ("Uptime").

PLEASE READ THIS CONTRACT CAREFULLY BEFORE DOWNLOADING UPTIME'S PROPRIETARY SOFTWARE (the "SOFTWARE") OR OBTAINING A LICENSE KEY TO THE SOFTWARE OR USING THE SOFTWARE. BY CLICKING ON THE "I ACCEPT" BUTTON AND BY DOWNLOADING THE SOFTWARE OR OBTAINING A LICENSE KEY TO THE SOFTWARE YOU REPRESENT AND WARRANT THAT YOU ARE EITHER THE REPRESENTATIVE OF THE COMPANY WITH THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND THE COMPANY OR YOU ARE AN INDIVIDUAL OVER THE AGE OF 18 AND THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE UNWILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT YOU SHOULD CLICK THE "I DO NOT ACCEPT" BUTTON BELOW, TERMINATE THE DOWNLOAD PROCESS AND REFRAIN FROM ACCESSING OR USING THE SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND UPTIME CONCERNING THE SOFTWARE AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, COMMUNICATION, ADVERTISEMENT OR UNDERSTANDING YOU MAY HAVE HAD WITH UPTIME RELATING TO THE SOFTWARE.

1. License

1.1 Grant of License.

Uptime hereby grants to you and you accept, a limited, non-exclusive license to use the Software in machine-readable, object code form only and the user manuals accompanying the Software (the "Documentation"), only as authorized in this Agreement. For purposes of this Agreement, the "Software" includes any updates, enhancements, modifications, revisions or additions to the Software or Software license keys made by Uptime and made available to end users through Uptime's web site. Notwithstanding the foregoing, Uptime shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software, including Software license keys, to users who do not purchase Uptime Software support.

1.2 Scope of Use

You may use the Software activated by a license key on a single server designated by you as the monitoring station. If you have multiple license keys for the Software each key will be activated on a designated server. For purposes of this Agreement, "use" of the Software means loading the Software into the temporary or permanent memory of a computer. The Software may not be used on or distributed to a greater number of servers than you have license keys. There is no restriction on the number of users who may access the designated servers and use the Software.

1.3 Copies and Modifications

You may not reverse engineer, decompile, disassemble or otherwise translate the Software or attempt to derive the source code of the Software or any license keys you have obtained. You may not modify or adapt the Software or any license keys that you have obtained in any way. You may make one (1) copy of the Software, the Documentation and any license keys that you have obtained, solely for backup or archival purposes. Any such copies of the Software, Documentation or license keys shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section 1.3,

no copies of the Software, Documentation or license keys, or any part thereof, may be made by you or any person under your authority or control.

1.4 Assignment of Rights

The license granted under this Agreement is personal to you. You are not permitted to grant access to, distribute, sell, transfer, publish, disclose, display, sublicense, lease, rent or lend your rights in the Software, Documentation or license keys as granted by this Agreement for any purpose or in any manner.

2. Intellectual Property and Confidentiality

2.1 Use Reporting, License Violations and Remedies

Uptime reserves the right to gather data on key usage including license key numbers, server IP addresses, domain counts and other information deemed relevant to ensure that its products are being used in accordance with the terms of this Agreement. Uptime expressly prohibits simultaneous, multiple installations of its licensed products and domain count overrides without its prior written approval. Any unauthorized use shall be considered by Uptime to be a violation of this Agreement. Uptime reserves the right to remedy violations immediately upon discovery, by charging the then-current list price of unauthorized keys to the end user or by any other means necessary. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

2.2 License Automatic Update and Expiration

Your license may include an expiration date that can result in the termination of the license. For permanent license keys, the license updates will be available to you upon payment of the appropriate, then-current Uptime license fees. You must contact Uptime to take the appropriate steps to obtain the permanent key. If your license key is stolen or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify Uptime of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire. For your convenience Uptime provides license expiration warnings in the product interface should there be any issues that would cause the license to expire. It is your responsibility to contact Uptime regarding any potential expiration. Uptime is not liable for any damages or costs incurred in connection with an expiring license.

2.3 Proprietary Rights to Software and Trade Marks

You acknowledge that the Software and the Documentation are proprietary to Uptime and the Software and Documentation are protected under Canadian copyright law and international treaties. You further acknowledge and agree that, as between you and Uptime, Uptime owns and shall continue to own all right, title and interest in and to the Software and Documentation including associated intellectual property rights under copyright, trade secret, patent or trade mark laws. This Agreement does not grant you any ownership interest in or to the Software or the Documentation but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trade marks or service marks that Uptime uses in connection with the Software or with services rendered by Uptime are marks owned by Uptime. This Agreement does not grant you any right, license or interest in such marks and you shall not assert any right, license or interest in such marks or any words or designs that are confusingly similar to such marks.

2.4 Confidentiality

You shall permit only authorized users who possess rightfully obtained license keys to use the Software or to view the Documentation. Except as expressly authorized by this Agreement you shall not make the Software, Documentation or any license key available to any third party. You will use your best efforts to co-operate with and assist Uptime in identifying and preventing any unauthorized use, copying or disclosure of the Software, Documentation or any part thereof.

3. License Fees

The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement you may obtain one or more temporary license keys and permanent license keys using the procedure set forth on Uptime's web site including, but not limited to, payment of Uptime's license fees. The license fees paid by you are paid in consideration of the license granted under this Agreement. Uptime does not refund license fees. By accepting this Agreement you fully understand that once license fee payment is made to Uptime you will have no recourse for receiving a refund of any part of the fees.

4. Term and Termination

This Agreement is effective upon your acceptance of the Agreement or upon your downloading, accessing and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you have a temporary key and fail to pay the applicable license fees for continuation of use the key will expire. You may terminate this License Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to Uptime; and, (ii) either returning the Software, Documentation, all copies thereof and all license keys that you have obtained to Uptime or destroying all such materials and providing written verification of such destruction to Uptime. Uptime reserves the right to physically verify that the Software has been removed. Uptime may terminate this License Agreement if you breach any term of the Agreement by giving you written notice of your breach and Uptime's decision to terminate the Agreement. Upon termination by Uptime you agree to either return the Software, Documentation and all copies thereof and all license keys that you have obtained to Uptime or to destroy all such materials and provide written verification of such destruction to Uptime.

5. Remedies and Indemnification

5.1

If you learn of any actual or threatened infringement or piracy of the Software or, if any infringement or piracy claim is made against you by a third party in connection with your use of the Software, you shall notify Uptime in writing of the infringement, piracy or claim as soon as is reasonably possible. Uptime shall, in its sole discretion, determine what action, if any, to take with respect to the foregoing and shall assume the defense or bear the expenses of any such action (except to the extent, if any, to which such dispute or costs arise from your negligence, willful misconduct or modification of the Software). In the event that the use of the Software in accordance with the provisions of this Agreement is declared by a court of competent jurisdiction to infringe the rights of any third party, as your sole remedy, Uptime, at its option may: (i) procure for you the right to use the Software; or, (ii) modify the Software to render it non-infringing.

5.2

You will, at your expense, indemnify and hold Uptime and all its officers, directors and employees, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs and expenses, including reasonable lawyers fees (collectively "Claims") arising out of any use of the Software by you, any party related to you or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.

6. DISCLAIMER

THE SOFTWARE, DOCUMENTATION AND ANY (IF ANY) SUPPORT SERVICES ARE LICENSED "AS IS" AND UPTIME AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UPTIME EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU

ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

7. LIMITATION OF LIABILITY

UPTIME'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, UPTIME'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO THE AMOUNT OF LICENSE FEES PAID TO UPTIME BY YOU UNDER THIS AGREEMENT. BUT, IN NO EVENT SHALL SUCH LIABILITY EXCEED CDN. \$2,000.00 IN THE AGGREGATE FOR ALL OCCURRENCES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. IN NO EVENT SHALL UPTIME BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS EVEN IF UPTIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. General Terms

8.1 Governing Law and Choice of Forum

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or provincial courts situated with the City of Toronto, Ontario. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. To the extent any terms and conditions on a purchase order or other ordering document submitted to Uptime by you conflicts with the terms of this Agreement, the terms of this Agreement shall control and notwithstanding any term of your order which states to the contrary.

8.2 Severability

If any term or provision of this Agreement is declared void or unenforceable in a particular situation by any judicial or administrative authority this declaration shall not affect the validity or the enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

8.3 Survival

Sections 2, 5, 6, 7 and 8 of this Agreement and all subsections thereof shall survive the termination of this Agreement regardless of the cause for termination and shall remain valid and binding indefinitely.

8.4 Headings

The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.5 No Waiver

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.6 Taxes

You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer or other taxes and all duties, whether national, provincial or local, however, designated, that are levied or imposed by reason of the transaction contemplated under this Agreement excluding income taxes on the net profits of Uptime. You shall reimburse Uptime for the amount of any such taxes or duties paid or incurred directly by Uptime as a result of this transaction.

