Dry Fluid Cooler

GFH 090.2D2x2B/6LA-E255U/06P.M

Quantity: 1

Design Working Fluid Flow/Capacity:	85.5 GPM / 573 MBH	**Working Fluid:**	30% Propylene Glycol
Rated Capacity vs. Design:	101.2 %	**Entering Fluid Temperature:**	114.0 °F
Air Flow per Unit:	62966 CFM	**Leaving Fluid Temperature:**	100.0 °F
Air Inlet Dry Bulb Temperature:	95.0 °F	**Fluid Pres. Drop at Design Flow:**	8.45 psig
Air Inlet Wet Bulb Temperature:	80.0 °F	**Elevation:**	1719 ft

Detailed Unitary Data

Fans:	4, suitable for 230V/3Ph/60Hz	**Sound Pressure @ 3ft:**	68 dB(A)
Total Fan Power in/out:	10.2 kW / 12.6 HP, nominal	**Sound Pressure @ 30ft:**	56 dB(A)
FLA:	31.20 A	**Sound Power Level:**	87 dB(A)
MCA:	33.15 A		
MOCP:	40.00 A		
Angular Fan Velocity:	1050 RPM		

Casing:	Galv. Powder coated	**Interior Coil Volume:**	5.2 ft³
Coil:	Copper	**Max Operating Pressure:**	232 psia
		Number of Support Anchors:	4
		Fin Material:	Aluminum
		Fin Spacing:	10 FPI

Dimensions			Headers and Connections (Diameters)			Reference Information
Height:	4.9	ft	**Coil**			S-GFH 090.3B/2x2-M(U)-F6
Width:	7.4	ft	**Inlet Connections:**	2 x 1.625	in	
Length, nominal:	16.6	ft	**Outlet Connections:**	2 x 1.625	in	
Weights			**Headers:**			
Shipping:	3263	lbs	**Inlet:**	1.625	in	
Operating:	3008	lbs	**Outlet:**	1.625	in	

Options

Vibration dampers
Ball valves for vent and drain
BACnet MSTP
Disconnect Switches Wired
aicore™ cloud - IoT
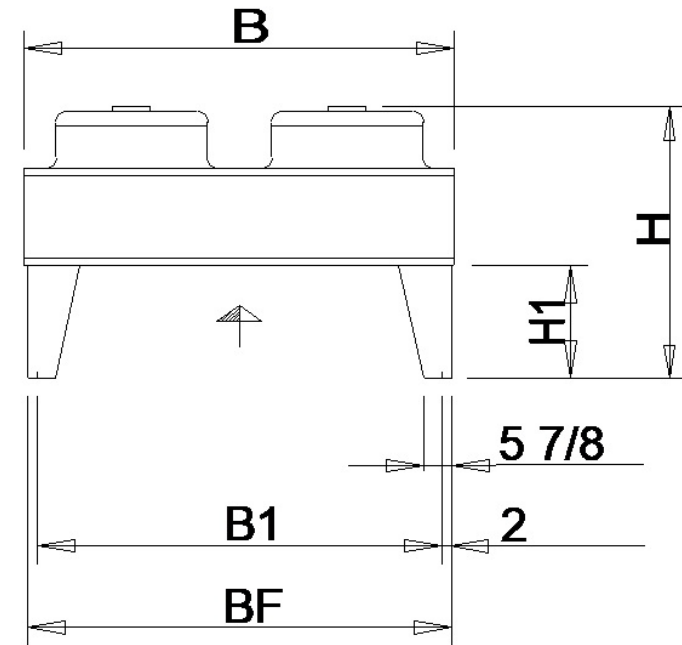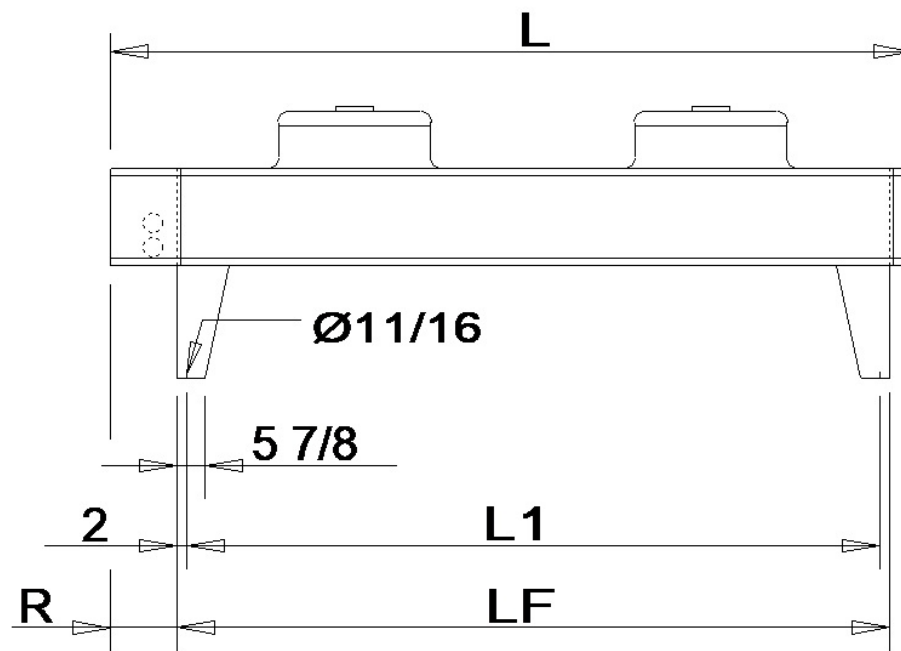
Important Remarks / Explanatory Notes

Service

Terms of Delivery:
Payment Cond:
Delivery Time:
Validity: 03/22/2026

Our general terms of sales and delivery apply.

Güntner is not liable for unit and system damage due to lack of freeze protection for coils installed in freezing climates

Ø11/16

5 7/8

2

R

L

L1

LF

B

B1

BF

H

H1

5 7/8

2

Dimension	Value (mm)	Value (in)
B	2266	89.2
B1	2163	85.2
BF	2263	89.1
H	1500	59.1
H1	600	23.6
L	5070	199.6
L1	4554	179.3
LF	4654	183.2
R	348	13.7

Güntner

Güntner

THERMAL PERFORMANCE GUARANTEE

Güntner dry fluid coolers and condensers, including V-style, horizontal and vertical meet the very stringent requirements of Independent Third Party Certification Agencies when operating in dry mode.

In addition, units operating in adiabatic mode have been tested in a state of the art, climate controlled laboratory, instrumented according to the best practices of CTI and ASHRAE.

The thermal performance of these units has been measured and proved to be accurately predicted by the Güntner selection software, which accounts for the effect of the pads using a model for their adiabatic efficiency.

The thermal performance of the unit is guaranteed for both dry and adiabatic operation modes, provided the guidelines for unit operation and maintenance, are in strict compliance with the Güntner Installation and Operation Manual.

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Ian Runsey
Vice President - Engineering

Güntner Dry Cooler Specification

1.0 General

1.1 Summary

Furnish and install Güntner Model GFH 090.2D2x2B/6LA-E255U/06P.M Air-Cooled Dry Coolers arranged for vertical flow (induced draft), conforming in all aspects to the specifications, schedules and as shown on the plans. Overall dimensions shall not exceed approximately 0.0 (0) ft (mm) long X 7.4 (2266) ft (mm) wide X 4.9 (1500) ft (mm) high.

1.2 Quality

Quality Assurance: The cooler manufacturer shall have a Management System certified by an accredited registrar as complying with the requirements of ISO 9001:2015 to ensure consistent quality of products and services. Manufacturers that are not ISO 9001:2015 Certified shall not be acceptable.

1.3 Thermal Performance

Thermal performance shall be guaranteed by manufacturer. When operating in dry mode equipment shall be certified and meet stringent requirements of Independent Third Party Certification Agencies such as CTI or Eurovent. When operating in adiabatic mode equipment shall have been thoroughly analyzed for proper performance and have had similar units tested in climate controlled laboratory, instrumented according to best practices of CTI and ASHRAE.

2.0 Construction Details

2.1 Product

The dry cooler consists of a heat exchanger, consisting of pipe coils fitted with fins (copper pipe, aluminum fins), distribution and header pipes (copper) and pipe connections to the pipeline system, a casing consisting of galvanized sheet steel painted, and – depending on the version – with one or more low noise axial fans with maintenance-free motors with Güntner Motor Management (GMM) for fan speed control.

2.2 Coil

The dry cooler coil shall have a floating coil design that prevents any contact of the refrigerant-carrying tubes with the supporting frame allowing for thermal expansion and contraction of the tubes without risk of tube damage at the tube sheet. The coil shall use expanded support tubes to minimize flexing during installation. Coil shall be constructed of 0.47 inch diameter copper tubes. Fins shall be constructed of aluminum, full drawn collar with tubes expanded into collar. Coil tubes shall be connected to copper headers. Coils shall be pressure

tested to 261 psig (18 bar) with dry air underwater and shipped with a 25 psig (1.7 bar) dry air holding charge. Coil shall be ETL listed.

2.3 Casing

The dry cooler casing shall be robust, self-supporting construction of powder coated galvanized steel, varnished with RAL 7035 (light grey). Within the casing, each fan chamber shall be separated by an internal baffle to prevent windmilling during off-cycle.

2.4 Fans

Fan sets shall consist of a system utilizing external rotor motor with die cast aluminum sickle bladed impeller and fan guard. Impeller and rotor shall form one complete unit to ensure proper balancing. Fan sets shall be supplied with full bell mouth fan plate, optimized for highest efficiency. Wire fan guards shall be of welded construction, coated in a weather proof durable synthetic finish for maximum corrosion protection and in compliance with safety standard EN294. Fans shall be subject to balance quality Q6.3 according to VDI 2060.

2.5 Fan Motors

Fan motors shall be furnished for operation on a 230 volt, 3 phase, 60 hertz power supply. Motors shall be sealed with a labyrinth seal impeding the ingress of splash water and include drain holes for condensation water drainage. Thermal contacts shall be integrated into the motor windings. Motors shall have protection class IP 54 and windings with thermal class F according to DIN EN 60 034-1.

3.0 Controls

3.0.1   Güntner Motor Management

Cooler shall be supplied with Güntner Motor Management (GMM) to create an intelligent fan motor system that optimizes operation of the cooler and simplifies maintenance. The controller adjusts fan motor speed based on temperature and regulating processes to provide reliability and information for the system. Systems that only allow steps of motors control or only motor cycling shall not be acceptable. GMM reduces sound emission due to no control-induced noise, especially in part-load operation.

GMM has various mode of operation for flexibility to meet demands of the system. Modes of operation include: Auto Internal for automatic control of fan speed based on factory supplied sensor; Auto External Analog for automatic control of fan speed based on externally supplied setpoint provided via analog input; Auto External BUS for automatic control of fan speed based on externally supplied setpoint provided via Modbus RTU communication/Modbus TCP/IP/ BACnet IP / BACnet MTSP / Ethernet IP; Slave External Analog for external control of fan speed sent via analog input; and Slave External BUS for external control of fan speed sent via Modbus RTU communication/Modbus TCP/IP/ BACnet IP /BACnet MTSP and Ethernet IP

3.1.1.1 GMM Controller shall have ability to measure energy.

3.1.1.2 Motors shall include Bypass mode. In the event of sensor fault, or loss of communication with control signal or fault in GMM, fan motors shall initiate emergency mode and run at a configurable fan speed. Factory default bypass mode fan speed shall be 100%.

3.1.1.3 GMM shall include freeze protection mode and will oscillate fans in increasing amounts of torque in the event an obstruction such as snow or ice is detected. GMM shall take fan out of operation and indicate alarm in the event oscillation does not free fan from obstruction.

3.1.1.4 Low Capacity Motor Management (LCMM) shall be available in order to provide more precise control during extreme low ambient or low load conditions. The GMM shall utilize LCMM to cycle fans while maintaining capacity and minimizing fan energy consumption.

3.1.1.5 GMM shall utilize cleaning function to help remove dirt and debris from coil by running the fans in reverse at configurable intervals.

3.1.1.6 Maintenance Run function shall be available to activate fan motors after configurable time of unit non-operation. Occasional use of fan motors is recommended during prolonged periods of non-operation.

3.1.1.7 GMM shall include digital outputs for alarms (Fault/Warning), operational signal and threshold met. Additionally, GMM shall include analog output (0-10V signal) to indicate fan speed.

3.1.1.8 GMM shall include digital inputs for enabling of unit, night limit activation signal (which limits the fan speed and hence noise during configurable times) and secondary set point.

3.1.1.9 Optional modes of communication with GMM available include Wi-Fi, Modbus RTU, Modbus TCP/IP, BACnet IP or BACnet MSTP.

3.1.1.10 With optional Modbus or BACnet communication the following points shall be available for communication to BMS: power consumption, alarms, individual motor run times, fan speed, motor circuit temperature, setpoint, operating mode, night set back status, night set back limit, and manual inverse operation.

3.1.1.11 The controller should have individual communication lines to each fan if communicating via Modbus to prevent bus failure during fan change-out. There is no need to specifically address the replacement fan with this method as the controller will address each fan individually upon connection to Modbus terminals. This prevents improper addressing for the service technician, as well as prevents the need for specialized electronic tools to address and replace a fan. Improper addressing can take down the entire group of fans leaving the heat exchanger without cooling capability.

3.2 Optional Accessories

3.2.1 Streamers shall be provided attached to fan motor assembly to enhance discharge air velocity, reducing risk of warm air recirculation.

3.2.2 BACnet Testing Laboratories (BTL) certified BACnet device shall be provided allowing communication from GMM and GHM controllers to Building Management System (BMS).

3.2.3 ANSI class 150 flange connections shall be provided on all coil connections.

3.2.4 Repair switches shall be provided to allow disconnect of fan motor (or pair of fan motors) without disconnecting main power from control panel.

3.2.5 Vent and drain ball valves shall be provided on each coil header.

3.3 Approved Manufacturers

3.3.1 **Güntner**

3.3.2 Option 1

3.3.3 Option 2

Terms of Use for the Güntner IOT Platform aicore™ cloud

Güntner GmbH & Co. KG as Licensor (hereinafter referred to as "**Licensor**") grants you, the "**Licensee**", the use of the services and functions on the Güntner IoT Platform aicore™ cloud (hereinafter referred to as "**Web Applications**") in accordance with these End User Terms of Use (hereinafter referred to as "**Terms of Use**").

§ 1 Subject matter and scope of the Terms of Use

1. The subject of these Terms of Use is the granting of rights of use for the Web Applications of the Licensor to the Licensee for Güntner heat exchangers with controllers of the Licensee and the regulation of the use of the functions offered within the framework of the Web Applications. The Web Applications can be used within the operation of the Güntner heat exchanger with controller. A Güntner IoT gateway with a mobile radio connection must be available for this purpose. The data transfer is prepared by Güntner and starts automatically as soon as the Güntner device or gateway is supplied with power. Further technical requirements, the suitable hardware, Güntner IoT gateways and installation instructions can be found in the service description of the Güntner IoT gateway at: https://guentneriot.blob.core.windows.net/publicdocuments/servicedescriptionIoTgateway.pdf (as the same may be updated from time to time in Licensor's sole discretion, "Service Description").

Licensee is required to acquire for itself and use the latest versions of the approved web browsers as described in the Services Description from time to time (which may include Safari, Chrome, Firefox, Edge).

2. The Web Applications are aimed exclusively for commercial use by entrepreneurs. An "entrepreneur" as used herein is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his employment, commercial, business or professional capacity, not as an individual consumer or for any personal or household use. The Web Applications may thus only be used within the scope of the Licensee's commercial or self-employed activity.

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5. The Web Applications are used solely for remote access to evaluate, analyze and display the data provided by Güntner heat exchangers with controllers. Data collected through the Web Applications are operating and process data which are recorded via sensors or components of Güntner heat exchangers with controllers. The Licensee may only use remote access for the functions of the Güntner heat exchanger with controller as defined in the Service Description. This is initially done by general activation of the remote access function at the request of the Licensee, which is granted by the Licensor after verification. If remote access is then to be exercised, this is done by requesting individual access in individual cases. This access is then granted for a specified term. Once individual access has been granted, the Licensee can then activate access to defined functions of the Güntner heat exchanger with controller and carry out interventions accordingly. Details on this are set out in the "aicore™ cloud instructions for use."

6. The data provided in accordance with paragraph 5, sentence 1 is exclusively technical device data, so that no personal data protected under any Applicable Data Protection Lawis collected. The data is also stored in the cloud so that the Licensee can access and use the data through the Web Applications. The machine and plant data are the basis of the Web Applications. The Licensee is the owner of all rights to the data. The Licensee grants the Licensor a simple, non-exclusive unrestricted right of use to the data so collected and stored in the cloud for purposes of performance under these Terms of User as well as evaluation, presentation, analysis, product development and creation of statistics, even after termination of the licenses granted hereunder. "**Applicable Data Protection Law**" means, collectively, any applicable data protection, privacy or similar laws applicable to the processing of personal data in the jurisdiction where Web Applications are access or used and/or

applicable to the personal data processed in or through the Web Applications, including, without limitation, each comprehensive privacy or data protection law passed by any U.S. federal, state, or local government, which specifically include the California Consumer Privacy Act, as the same was amended from time to time including by the California Privacy Rights Act (the "**CPRA**"), (collectively, the "**CCPA**"), the European Union General Data Protection Regulation, (EU) 2016/679, ("**GDPR**"), and the UK General Data Protection Regulation ("**UK GDPR**").

6. The analysis of data from the Güntner heat exchangers with controllers, some of which is also collected via the Web Applications, increases the sustainability and operational reliability of the overall operational systems and gives the Licensor the opportunity to incorporate the findings from data analyses into product developments.

7. The scope of the Web Applications is included in detail in the Service Description of the IoT platform.

§ 2 Requirements for the use of the Web Applications

1. In order to be able to offer the Web Applications, the Güntner heat exchangers with controllers must be connected to the IoT platform via mobile radio connection in order to provide the corresponding data of the Güntner heat exchangers with controllers on the IoT platform. Each Güntner heat exchanger with controller connected to the IoT platform is represented on the IoT platform as a so-called asset.

2. The Licensor has access to every connected Güntner heat exchanger with controller and the data collected thereby. The Licensee only has access to its own Güntner heat exchangers with controller and can grant access itself, for example for its own end customers or service partners.

3. An initial activation of a user account according to paragraph 7 by the Licensor is necessary for the Licensee to get access to the Web Applications.

§ 3 Updates

1. The Licensor provides the latest version for the Web Applications online. The Licensor may from time to time update the Web Applications in its discretion, e.g. to ensure the security of the Web Applications, to take account of a change of the functions of hardware, to eliminate any errors or to adapt the Applications to progressive technical developments. The updates will be provided automatically without requiring any action on the part of the Licensee.

2. The Licensor may update, change and/or modify the features and functionality of the Web Applications at any time and from time to time. The Licensor also reserves the right to discontinue the Web Applications as well as any individual services or functions of the Web Applications. In addition, the Licensor is entitled to (but not required to) integrate the functions of the Web Applications into other applications (apps) or Web Applications, which may require a communication technology retrofit of the hardware and/or software of the Güntner heat exchangers with controllers which will be provided by Licensor for a fee, which will be set by Licensor in its discretion. The Licensor shall give the Licensee prior notice of such integration into other applications.

3. The Licensee acknowledges and agrees that Licensor will maintain only the current state of the Web Applications and Licensor shall have no obligation whatsoever with regard to any former version of the Web Applications.

4. The Licensee is not entitled to any upgrades to the Web Applications to extend the functions.

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3. Upon the registration of its license, the Licensor grants the registered Licensee the simple right of use to the Proprietary Components and the application(s) on Güntner heat exchangers with controllers supported for this purpose exclusively for use within the scope of the commercial activity of a Licensee or its users/end customers.

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5. The complete configuration of the Web Applications shall be carried out by the Licensee on its own responsibility, in accordance with the respective current Service Description or the accompanying materials provided in any other form.

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12. The Licensee shall comply with all local, state, and federal statutes and laws and all other requirements having force of law applicable at any time which affect in any manner the Licensee's access or use of the Web Applications or the Licensee's performance thereunder. The Licensee shall notify the Licensor at once of any governmental action, prohibition, or limitation which affects in any manner the Licensee's access or use of the Web Applications or the Licensee's performance thereunder.

§ 5 Availability

To be able to use the Web Application, the connectivity of the entire system, Güntner heat exchanger with controller, IoT gateway and IOT Platform must be given. The Licensor guarantees an availability of the Web Applications of 95% on an annual average, excluding all maintenance, failures resulting from any act or omission or Licensee or any of its users/end customers and all force majeure events. The Licensor shall use commercially reasonable efforts to announce maintenance at least seven (7) days in advance (max. 5 hrs./week annual average) and all such maintenance will not be counted for in the availability calculation. The Licensor shall endeavor to perform maintenance during time windows when the Web Applications are infrequently used.

§ 6 Installation

The Web Application may only be accessed by calling up the corresponding Internet page through a web browser. Installation of the software is not required.

§ 7 Registration

1. For the proper use of the Web Applications, the Licensee is obliged to register itself and its employees using the Web Applications and to create a user account for each employee. Here, the correct and complete information about the identity of the licensee, such as company, e-mail address, country and optionally further user data, such as company or customer number, address, telephone and/or fax number must be entered and updated in case of changes. Furthermore, Licensee shall immediately notify Licensor in writing if an employee of Licensee no longer requires the User Account and/or leaves Licensee's company so that Licensor can immediately block the user account of the affected employee of the Licensee. A breach of this obligation entitles the Licensor to exclude the Licensee from using any of the Web Applications.

2. If the Licensee is not the owner of the Güntner heat exchanger with controller, it warrants by registering that it is entitled to operate or access it. In such a case, the Licensee shall indemnify the Licensor against all claims by third parties that are attributable to incorrect operation of the Güntner heat exchanger with controller or to any operation that does not comply with the wishes of the Licensee. The Licensee also assures to operate and access the Güntner heat exchanger with controller in agreement with the entitled party.

3. The Licensor may suspend a User Account if there are indications that the User Account has been used in an unauthorized manner and/or it is

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3. The Licensor may terminate these Terms of Use and Licensee's access and use of the Web Applications without notice and delete the User Account if the Licensor's backend is unable to establish a connection to the Licensee's system on a permanent basis (more than 6 months) through no fault of its own and the Licensor has notified the Licensee of this fact by email to the email address provided or in the application without remedial action being taken within a further 4 weeks of this notification. In addition, Licensor may terminate if Licensee violates or breaches any term or provision of these Terms of Use and does not cure the same within 10 days of Licensee's receipt of written notice from Licensor of such violation or breach.

§ 8 Warranty

1. The Web Applications will perform substantially and materially in accordance with the functions described in the currently valid Service Description. The Licensor does not warrant that the functions of the Web Applications meet the Licensee's requirements, unless otherwise contractually agreed.

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3. Error messages in accordance with the above paragraph must be sent to the Licensor as soon as possible after becoming aware.

4. The Licensee is solely responsible for the regular backup and maintenance of its individual and system-related data. Licensee acknowledges and agrees that appropriate data backup is necessary for a problem analysis and for obtaining the remedies described in paragraph 8.2 above.

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§ 9 Liability

1. The Web Applications serve as a monitoring and analysis system that can improve the operation of the Güntner heat exchanger with controller and provide possibilities for predictive maintenance and remote monitoring. In addition, the Web Applications enable remote access to defined functions of the Güntner heat exchanger with controller. The Licensee acknowledges and agrees that remote access can at no time replace direct access to the Güntner heat exchanger with controller. It merely creates a supplementary possibility of access to the Güntner heat exchanger with controller.

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4. Insofar as liability on the part of the Licensor is excluded, waived or otherwise limited in accordance with the above provisions, this shall also apply to the Licensor's vicarious agents and assistants.

5. The Licensor shall not be liable for any damage resulting from any access or use in violation of these Terms of Use, any incorrect settings of the applications for which the Licensor is not responsible, from unauthorized modifications or from the use of terminal equipment that does not meet the system requirements specified in the performance specifications.

6. Events of force majeure (including strikes, lockouts and similar circumstances, insofar as they are unforeseeable, serious and not the fault of the Licensor), which make the performance owed by the Licensor substantially more difficult or impossible, shall entitle the Licensor to postpone the performance of the obligations for the duration of the hindrance and a reasonable start-up period.

7. The Licensor shall not be liable for any other costs arising from the use of the Web Applications. This exclusion of liability shall not apply if the Licensor is guilty of gross negligence or intent.

§ 10 Duties of care of the licensee and security

1. The Licensee shall use the Licensor's services appropriately and shall comply

with all provisions of these Terms of Use and the recognized principles of data security. In particular, the Licensee is obligated not to misuse the Web Applications of the Licensor and to use them exclusively in accordance with the applicable federal, state, local and international laws and regulations, in particular not to violate any rights of third parties, for example personal rights, copyrights, trademark and name rights as well as other industrial property rights of third parties; to post only information or files related to his/her own contractual purposes, not to use passwords/code numbers (PIN) which correspond, for example, to his/her own name or birthday or those of close relatives, or which are used to access other services, to keep passwords/code numbers (PIN) secret and/or to immediately change passwords/code numbers (PIN) or have them changed if it is suspected that unauthorized third parties have gained knowledge thereof, and to check data that the Licensee uploads to the Web Applications beforehand with an up-to-date checking program for viruses, worms, Trojan horses and similar components that impair the integrity of files and/or computer hardware and software, and to upload only files that are free of such components. The Licensor shall, if it discovers such data or components, inform the Licensee thereof without undue delay. If the functionality or integrity of the services of the Licensor or the facilities of third parties is directly endangered by such data or components, the Licensor may (i) suspend or terminate Licensee's access and/or use of the Web Applications and/or (ii) delete such data or components in order to avoid damage, even without prior notification of the Licensee, if the endangerment cannot be eliminated in any other way with reasonable financial and temporal effort.

2. If there are indications of any violation of these Terms of Use, the Licensor is entitled, after weighing the severity of the violation against the interests of the Licensee, (i) to suspend access and/or use of the Web Applications for the Licensee and/or individual employees until the indications are rebutted or (ii) terminate the Licensee's access and/or use of the Web Applications. The Licensor shall promptly notify the Licensee of any such suspension or termination

§ 11 Term of contract and termination

1. with the term of these Terms of Use shall be a fixed term of 12 months from the registration of the Güntner IoT Gateway on the IoT platform.

The term does not automatically renew. The parties shall then be free to conclude a new contract under the then applicable terms and conditions for the further use of the Web Applications.

2. The Licensor is entitled to terminate this License Agreement upon delivery of notice to the Licensee for good cause, including any material breach or violation of these Terms of Use, which is not cured within 10 days of Licensee's receipt of notice of such breach or violation, or any infringement of the Licensor's intellectual property rights, including, without limitation, any copyright held by Licensor in the Web Applications. Upon receipt of the notice of termination, all rights of use of the Licensee shall expire, including Licensee's access and use of all Proprietary Components, the Web Applications and all other confidential information of Licensor.

§ 12 Data protection

The privacy policy which can be found here https://guentner.centersightcloud.com/legals/privacy, describes which personal data is automatically collected from the users of the Web Applications in the context of the use of the Web Application.

§ 13 Amendment of these Terms of Use

The Terms of Use may be amended or supplemented at Licensor's sole discretion except as provided below. In this case, registered Licensees will be informed in text form (e.g. via the e-mail address maintained by the Licensee) at least six weeks before the change takes effect. The amended or supplemented Terms of Use shall apply unless the Licensee objects prior to the effective date, provided that the Licensor has expressly informed the Licensee of the consequences of its silence when announcing the amendment. If the Licensee objects, the Licensor may terminate this Agreement with a notice period of one month after notification of the objection.

§ 14 Final provisions

1. If individual provisions of these Terms of Use are or become invalid, they shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. Should a provision of use be or become invalid, this shall not affect the validity of all other provisions of use or agreements.

2. This Agreement and the rights and obligations of the parties hereunder are to be governed by, and construed and interpreted in accordance with the laws of the State of Delaware, USA excluding its conflict of laws provisions.

3. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES FEDERAL COURTS LOCATED IN STATE OF DELAWARE, USA AND THE STATE COURTS OF THE STATE OF DELAWARE, USA AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS.

THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS IS PROVIDED HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING.

4. Should the Licensor be required to bring an action to enforce its rights under these Terms of Use - whether in arbitration, mediation or any court—it shall be entitled to an award of its court costs and reasonable attorneys' fees if it prevails on any part of such action.

5. If any of the terms, conditions, or limitations set forth herein or on the face hereof is held in violation of applicable law, the provision shall be interpreted as if such provisions are in full force and effect to the extent legally permitted or, if such provision is prohibited in its entirety, it shall be null and void, and the remaining terms, conditions, and limitations shall remain in full force and effect. The parties agree that any action or claim arising from these Terms of Use or related to, or in connection with, the Web Applications in any way must be commenced within one (1) year of the date upon which given action or claim arose.

Status August 2024