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will entitle iMotions to any remedies that may arise under applicable law as a result of such infringement.

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liable for verifying the accuracy and adequacy of any output from the Licensed Materials, and for any use, reliance on, or other action resulting from use of the output.

FURTHER PROVISIONS REGARDING LIABILITY. The limitations of liability set forth herein, including in Sections 8 and 9, will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law. The parties agree that the foregoing limitation will not be read to apply to any damages that have been inflicted intentionally, but that the foregoing limitation will be read to apply to gross negligence to the extent permitted under applicable law.

INDEMNIFICATION. Each of the parties acknowledges and agrees that by entering into and performing its obligations under this Agreement, iMotions will not assume and should not be exposed to the business and operational risks associated with Your business. You acknowledge that Your use of the Licensed Materials is only a portion of Your overall solution for which You are using the Licensed Materials (the "Solution") and that iMotions is not responsible for the Solution. As between You and iMotions, You are (and iMotions is not) responsible for the success or failure of Your Solution. Accordingly, You agree that You will, at Your expense, indemnify, defend and hold iMotions harmless in all claims and actions that seek compensation of any kind for injury or death to persons and/or for damage to property, and that arise out of or relate to Your Solution or Your use of the Licensed Materials. You also agree to pay all settlements, costs, damages, legal fees and expenses finally awarded in all such claims and actions.

TAX. You agree to pay directly or reimburse iMotions and Vendor for any taxes (including, sales or excise taxes, value added taxes, landing fees, import duties and the like), however designated and whether foreign or domestic, arising out of this Agreement, imposed on the Licensed Materials or the use thereof, or iMotions' or Vendor's performance under this Agreement. Notwithstanding the foregoing, iMotions will be solely responsible for its income tax obligations and all employer reporting and payment obligations with respect to its personnel.

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maintain in effect all permits, licenses, approvals and other consents related to Your obligations under this Agreement. You agree, at Your expense, to comply with all foreign exchange and other Laws applicable to You.

GOVERNING LAW; SEVERABILITY. This Agreement shall be governed in all respects by the laws of Denmark, without regard to choice-of-law rules or principles. You expressly agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

DISPUTE RESOLUTION. You and iMotions agree that all disputes arising in connection with the present contract will be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The language of the arbitration will be English and the venue shall be in Denmark. Judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the applicable party or its assets. This agreement to arbitrate will not be interpreted to prevent iMotions from seeking appropriate equitable remedies with respect to any breach (or attempted or threatened breach) by You of the license restrictions or Your nondisclosure obligations under this Agreement.

U.S. GOVERNMENT RESTRICTED RIGHTS. For Products delivered to an agency or instrumentality of the United States Government, the Products and any related information are deemed to be "commercial computer software" and "commercial computer software documentation", and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, regulations restrict the Government's rights to use, reproduce or disclose such products in accordance with the terms and conditions of this Agreement.

NOTICES. Any notices or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given when delivered if delivered personally or sent by recognized overnight express courier, to the then correct address of the recipient party.

ASSIGNMENT. You may not assign or otherwise transfer this Agreement without iMotions' prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties' successors and any permitted assigns.

GENERAL. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. You agree to promptly pay or reimburse iMotions or its Vendor, as applicable, for all costs and expenses, including all reasonable attorneys' fees, related to any breach of Your obligations under this Agreement. iMotions reserves the right to modify this Agreement in connection with any enhancement, update, modification or new version of the Software.

LANGUAGE. The language of this Agreement is English and all notices given under this Agreement must be in English to be effective. No translation, if any, of this Agreement or any notice will be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The word "*including*" and its derivatives (such as "include" and "includes") mean including without limitation; this term is as defined, whether or not capitalized in this Subscription Agreement.

THIRD PARTIES. This Agreement is not intended nor will it be interpreted to confer any benefit, right or privilege in any person or entity not a party to this Agreement. Any party who is not a party to this Agreement has no right under any Law to enforce any term of this Agreement.
