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C. Licensor will not provide You with any individual or customized support services under this Agreement.

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11. INDEMNITY. You agree to indemnify Licensor and its affiliates, officers, directors, suppliers, licensors, and other customers from and against any and all liability and costs (including reasonable attorneys’ fees) incurred by such parties in connection with or arising out of your use or misuse of the Software.

12. GOVERNING LAW; VENUE. This Agreement shall be governed by and interpreted
in accordance with the laws of the State of New York, USA, excluding its law on conflict of laws. You hereby consent to submit to personal jurisdiction and venue exclusively in the federal and state courts of the State of New York, USA.

13. GENERAL PROVISIONS.

A. You will be responsible for the payment of all taxes, duties, levies, and other charges including, but not limited to sales, use, gross receipts, excise, VAT, ad valorem and any other taxes, any withholdings or deductions, import and custom taxes, any duties, or any other charges imposed by any taxing authority (excluding any taxes based on the Licensor's income) with respect to the fees payable to Licensor in connection with this Agreement.

B. This Agreement contains the entire agreement between You and Licensor, supersedes any other agreement or discussions, oral and written, concerning the subject matter hereof, and may not be modified or amended except by a written amendment signed by both parties.

C. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

D. This Agreement is not assignable, transferable or sublicensable by You except with Licensor’s prior written consent. Licensor may transfer and assign any of its rights and obligations under this Agreement without consent.

E. You may provide Licensor with a valid purchase order; provided, however, purchase orders are to be used solely for your accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this License Agreement. Any such purchase order provided to Licensor shall in no way relieve you of any obligation entered into pursuant to this License Agreement including, but not limited to, your obligation to pay Licensor the appropriate license fees.

F. You agree that in the event of a breach or threatened breach of this Agreement, Licensor may suffer irreparable harm and will be entitled to specific performance, and preliminary and/or permanent injunctive relief to enforce this Agreement without the need to post bond and that such relief shall be in addition to, and not in lieu of, any monetary damages or other relief a court of competent jurisdiction, whether at law or equity, may award.

G. This Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Software in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.