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## **10. WAIVERS**

All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right, shall not be deemed to be a waiver of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right.

## **11. RIGHTS AND REMEDIES**

All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive. If any legal action or proceeding is brought to

enforce any obligations under the Agreement, the prevailing party may be entitled to receive its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

## **12. LIMITATION OF TIME**

No action, regardless of form, which arises from or is related in any way whatsoever to this Agreement, may be commenced by Licensee more than twelve (12) months after such cause of action accrues, except that an action for nonpayment may be brought at any time within the governing statute of limitations.



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### **15. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.

### **16. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of State of New York, USA. The Convention on Contracts for the International Sales of Goods does not apply.

(i) In the event of any dispute which arises solely between the parties hereto, arising under, relating to or in connection with the Agreement or the limited License, or the enforcement or interpretation of any provision of the Agreement, or the breach or alleged breach by either party of its obligations thereunder, such dispute will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be New York, New York, USA. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration award shall be final and binding upon the

parties and judgment on any award may be entered in an appropriate federal court located within the County of New York, State of New York, to which the parties consent, or enforced outside of the United States in accordance with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, in any court of competent jurisdiction. All arbitration proceedings, and all documents, pleadings and transcripts associated therewith, shall be kept strictly confidential by all parties, their counsel and other advisors, employees, experts and all others under their reasonable control. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(ii) In the event that a third party brings an action or other proceeding against either party to this Agreement or asserts a cause of action in any action or proceeding initiated by either party to the Agreement against it (a “Third Party Action”), then the party to the Agreement against which or whom such Third Party Action is brought or asserted, may, in such Third Party Action, or separately in any court of competent jurisdiction, assert any related claim which it may have against the other party to the Agreement, including, without limitation, by way of a claim, indemnity, cross-claim, counterclaim, interpleader or other third party action without being obligated to arbitrate the same as otherwise provided in Paragraph (a) hereof. In any such case, the matter which is the subject of such Third Party Action (including any related claims, indemnity, cross-claim, counterclaim, interpleader or other third party action, which either party hereto may have against the other) shall not be subject to arbitration, but shall be resolved exclusively within such Third Party Action or, at the election of the asserting party. In such separate action, and for such purposes of inclusion in the Third Party Action, each party hereto expressly consents to the jurisdiction and venue of the court or other legal body in which such Third Party Action is pending and to the jurisdiction of the designated federal court within the County of New York, State of New York.

## **17. ADDENDUM**

The following addendum is attached hereto and made a part hereof:

### **A. ADDENDUM FOR THIRD PARTY/OPEN SOFTWARE APPLICATIONS**

## **ADDENDUM A**

### **THIRD PARTY/OPEN SOFTWARE APPLICATIONS**

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