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(e) Licensee further agrees to promptly indemnify Software Vendor all of the costs, expenses, losses and damages (including reasonable attorney's fees), arising out of Software Vendor's enforcement efforts to stop or prevent the unauthorized use, replication, publication, transfer, licensing and distribution of Software that may be traced to the Software licensed to Licensee.

14. EXPORT REGULATION. The Software and any Documentation may be subject to export control laws. The Licensee shall not, directly or indirectly, export, re-export or release the Software or any Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. The Licensee shall comply with all applicable laws, regulations and rules in the country or countries where the Licensee is licensed to use the Software, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software or Documentation available.

15. US GOVERNMENT RIGHTS. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

16. MISCELLANEOUS.

(a) This Agreement is governed by and construed in accordance with the internal laws of Victoria, Australia. Application of the United Nations Convention on Contracts for the International Sales of Goods (“*CISG*”) is expressly excluded.

(b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted in the courts of Victoria and the Commonwealth of Australia. Software Vendor and Licensee each agree to submit to the jurisdiction of such Victoria, Australia courts in any such suit, action or proceeding.

(c) Software Vendor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Licensee equipment, loss and destruction of property or any other circumstances or causes beyond Software Vendor’s reasonable control.

(d) All notices, requests, consents, claims, demands, waivers and other communications to Software Vendor or Licensee hereunder shall be in writing to the respective address of each party set forth on the Order Form and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by an internationally recognized courier (with tracking confirmation); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Software Vendor and Licensee may change its address from time to time by giving written notice to the other party. In accordance with this [Section 16\(d\)](#).

(e) This Agreement, together with the Order Form, constitutes the sole and entire agreement between Licensee and Software Vendor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Software Vendor's prior written consent, which consent Software Vendor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Software Vendor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 16(f) is void. Software Vendor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(h) Software Vendor reserves the right, at its discretion, to amend, update or supplement the terms and conditions contained in this Agreement on a going-forward basis at any time. Licensee shall be responsible for reviewing these terms periodically for changes. Licensee agrees to accept the modified terms and conditions in order to continue to use the Software, or to immediately discontinue use of the Software.

(i) No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(j) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(k) Licensee acknowledges and agrees a breach of this Agreement would cause Software Vendor irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Software Vendor may be entitled, Licensee acknowledges and agrees that Software Vendor may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

(l) For purposes of this Agreement, (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Exhibits refer to the Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute

means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(m) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(n) Licensee agrees that Software Vendor may publish a brief description highlighting Licensee's use and deployment of the software, identify Licensee as a Software Vendor customer on any of Software Vendor's websites, client lists, press releases, and/or other marketing materials.