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10. Indemnity. If any modifications are made to the Software pursuant directly or indirectly by you or by QVI pursuant to your plans, designs, requests, materials, specifications, or instructions ("Your Materials"), you will indemnify, defend, and hold QVI, its affiliates, and their employees, and agents, ("QVI Indemnitees") harmless from and against any damage, loss, expense, liability, threats, claims, suits, actions, judgments, decrees, and costs (including reasonable attorneys' fees) (collectively "Actions") arising out of or relating to Your Materials and the Software, including, but not limited to, any Actions arising out of or related to infringement of any patent, copyright, trademark, trade secret, or any other intellectual or proprietary rights. Additionally, you will indemnify, defend, and hold QVI Indemnitees harmless from and against any and all Actions for injuries or damages arising out of or related to your acts or omissions, including, but not limited to, death, bodily injury, damage to property, negligence, or willful misconduct.

11. Export Restrictions. You agree to comply with all applicable international and national laws that apply to the Software, including the United States Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR), if applicable, as well as end-user, end-use, and destination restrictions issued by the United States and other governments.

12. Equitable Relief. Unless otherwise specified in this Agreement, all rights, remedies and powers of a party are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereby or any laws now existing or hereafter enacted. Each party acknowledges and agrees that if it breaches any obligations hereunder, the other party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy, and that in addition to all other remedies that the non-breaching party may have, the nonbreaching party shall be entitled to seek injunctive relief, specific performance or any other form of relief in arbitration or from a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching party and to enforce this Agreement, and the breaching party hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

13. Applicable Law and Arbitration. The parties mutually acknowledge and agree that this Agreement shall be construed and

enforced in accordance with the laws of the State of New York without regard to any conflict of law provisions.

(a) Except with respect to seeking equitable remedies (for which a party may seek immediate relief under Section 12 or this Section 13 at such party's option), if a dispute cannot be resolved within a reasonable period of time pursuant (not to exceed thirty (30) days), the parties must submit the dispute to binding arbitration as described in this Section 13.

(b) The parties may, upon mutual written agreement, submit the dispute for binding arbitration to a single arbitrator. If the parties fail to reach an agreement on the single arbitrator then the dispute shall be referred to arbitration by a panel of three arbitrators, each party nominating one arbitrator and the arbitrators nominating the umpire. Such arbitrators shall be competent in any issues involved in the dispute. The arbitration shall be conducted in accordance with the American Arbitration Association's International Rules or Complex Commercial Dispute Rules in effect at the time of arbitration, except as they may be modified herein or by mutual consent of the parties. The seat of the arbitration shall be in New York, New York, United States of America, and shall be conducted in the English language. The parties mutually acknowledge and agree that they shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.

(c) The parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). In addition, the parties mutually acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, shall not be governed by the Uniform Commercial Code of any state having or claiming jurisdiction. The arbitral award shall be in writing, state the reasons for the award, and

be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. The parties agree the arbitrator(s) has(have) the authority to award any form of individual relief, including, but not limited to, temporary and permanent equitable relief, including injunctions, and other relief available under applicable law. Any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets, may enter judgment upon the award.

(d) The parties shall stipulate that this Agreement and the obligations and relationships resulting therein are commercial and that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards applies to this Agreement and to any arbitral award or order resulting from any arbitration conducted hereunder.

14. Modifications. No change or modification of this Agreement will be valid unless it is in writing and signed by QVI.

15. Severability. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

16. Survival. In the event of any termination or expiration of this Agreement for any reason, all provisions of this Agreement whose meaning requires them to survive shall survive the expiration or termination of this Agreement, including, but not limited to, Sections 1, 2(c), 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16, and 17.

17. Complete Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.