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- c). report to Licensor any unauthorized use of any of the Licensor Marks by any Person

that comes to Licensee's attention in any manner whatsoever.

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## 9. **Miscellaneous.**

9.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the Commonwealth of Virginia and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the federal or state courts in of the Commonwealth of Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; *provided, however*, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

9.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable

statutory period.

9.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

9.4. Publicity. The Parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, Licensor shall have a right, but not an obligation, at its own discretion, to issue such publicity and general marketing communications concerning the relationship of the Parties, and Licensor may list Licensee as its customer on its site and similar marketing communications.

9.5. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at: support@luxand.com

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ATTACHMENT A

	<i>Product name</i>	<i>Product Type/ Product Version</i>	<i>Installation Fee</i>	<i>Royalty*</i>
1.	<b>FaceSDK**</b>		\$X per installation of the Result;	\$X per Result

\*The Parties agree that (i) the Royalty as determined pursuant hereto (i.e. percentage, fixed amounts) and/or total aggregate Royalty may be adjusted, as mutually agreed by the Parties.

\*\*Licensor, by employee the services of a reputable a certified public accountant may, at Licensor's sole expense (except as provided herein), upon 10 days advance written notice to Licensee during Licensee's business hours examine and/or audit the books and records of Licensee which relate to payments due and Products' licenses installed hereunder within the last twelve month period. Licensor's certified public accountant shall not have access to any of Licensee's records beyond those necessary to complete any audit contemplated under this Agreement. If any examination or audit should reveal that the fee due to Licensor under this Agreement for any period was understated in any sales report, then Licensee shall pay to Licensor immediately upon demand the amount understated. If any examination or audit discloses an understatement in any report by Licensee of five percent (5%) or more (provided that any revisions and corrections in the subsequent reports will be taken into the account), Licensee shall also reimburse Licensor for any and all costs and expenses connected with the examination or audit (including without limitation, reasonable accountants' and attorney's fees). In the event that any examination or audit discloses or audit discloses an understatement in any sales report of ten percent (10%) or more, Licensee shall also pay to Licensor as an underpayment penalty an amount equal to the amount of the underpayment. In the event any of the understatement of ten percent (10%) or more is determined to be intentional, Licensor may at its option terminate this Agreement immediately upon written notice to Licensee. The foregoing remedies shall be in addition to any other remedies Licensor may have hereunder. No provision of this paragraph shall be construed as limiting or restricting any Licensor's rights or remedies provided elsewhere in this Agreement or by law.