

Ensim End-User Software License Agreement

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You will, at your own expense, indemnify and hold Ensim, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Product (as defined below) by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.

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7. General Terms

7.1 Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California. Any claim or dispute arising in connection with this Agreement shall be resolved in the courts in Santa Clara County .To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. 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 excluded.

7.2 Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent, and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the Agreement.

7.3 Survival. Articles 2, 4, 6, and 7 of this Agreement and all Sections thereof, shall survive the termination or expiration of this Agreement, regardless of the cause for termination or expiration, and shall remain valid and binding indefinitely.

7.4 No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

7.5 Amendment. Ensim reserves the right, in its sole discretion, to amend this Agreement from time to time .If there is a conflict between this Agreement and the most current version of this Agreement, the most current version will prevail. Your use of the Software after the amended Agreement becomes effective constitutes your acceptance of the amended Agreement. If you do not accept amendments made to this Agreement, then this license will be immediately terminated pursuant to Section 3.

7.6 Export Controls. You may not use, export, re-export, import, sell or transfer the Software except as authorized by United States (U.S.) law, the laws of the jurisdiction in which you obtained the Software, and any other applicable laws and regulations. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of Software by physical and electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to Ensim as well as end-user, end-use, and destination restrictions imposed by U.S. and/or foreign governments. You also agree that you will not use the Software for any purposes prohibited by U.S. law.

7.7 Governing Language. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.
