



Interactive Data Visualization, Inc.

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This EULA shall be governed by the laws of the State of South Carolina, without reference to conflicts of laws principles. In addition, this EULA will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA), and the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. Any dispute under this EULA shall be litigated exclusively in the state or federal courts in Columbia, South Carolina.

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You may not assign this EULA without the prior written consent of IDV. This EULA is the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior agreements or understandings regarding its subject matter. If any provision of this EULA shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby. No failure or delay in exercising any right or remedy shall operate as a waiver of any such (or any other) right or remedy. Any modification or waiver to this EULA must be in writing and signed by both parties. The language of this EULA shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against either party, regardless of who drafted or was principally responsible for drafting this EULA or any specific term or conditions hereof. This EULA shall bind and inure to the benefit of the parties and their successors and permitted assigns. Both parties are acting as independent contractors with respect to the activities hereunder. Nothing in this EULA shall be deemed to create any type of agency, joint venture, or partnership relationship between the parties. Neither Party shall have any right or authority to bind or obligate the other in any manner to any third party. IDV shall not be liable for any loss, damage, or penalty resulting from unavoidable delays or failures in performance resulting from acts of God or other causes beyond its control. In addition to any other payments due under this EULA, You agree to pay, and to indemnify and hold IDV harmless from, any sales, use, excise, import or export, value added or similar tax or duty not based on IDV's net income, including any penalties and interest, as well as any costs associated with the collection or withholding thereof; and all governmental permit fees, license fees and customs and similar fees levied upon the delivery by IDV of the Licensed Model Library Components, which IDV may incur in respect of this EULA. In the event of any legal proceeding between the parties arising out of or related to this EULA, the prevailing party shall be entitled to recover, in addition to any other relief awarded or granted, its costs and expenses (including reasonable attorneys' and expert witness' fees) incurred in any such proceeding.

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