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**WHEREAS**, LICENSEE desires to license the PROGRAM and LICR desires to grant a license on the following terms and conditions.

NOW, THEREFORE, in consideration of the promises and covenants made herein, the parties hereto agree as follows:

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LICENSEE shall indemnify, defend, and hold harmless LICR, and their respective officers, faculty, students, employees, associated investigators and agents, and their respective successors, heirs and assigns, (Indemnitees), against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including, without limitation, actions in the form of tort, warranty, or strict liability and regardless of whether such action has any factual basis) pursuant to any right or license granted under this Agreement.

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#### 6. ASSIGNMENT

This Agreement is personal to LICENSEE and any rights or obligations assigned by LICENSEE without the prior written consent of LICR shall be null and void.

#### 7. MISCELLANEOUS

7.1 Termination. LICENSEE shall have the right to terminate this Agreement for any reason upon prior written notice to LICR. If LICENSEE breaches any provision hereunder, and fails to cure such breach within thirty (30) days, LICR may terminate this Agreement immediately. Upon termination, LICENSEE shall provide LICR with written assurance that the original and all copies of the PROGRAM have been destroyed, except that, upon prior written authorization from LICR, LICENSEE may retain a copy for archive purposes.

7.2 Survival. The following provisions shall survive the expiration or termination of this Agreement: Articles 1, 3, 4, 5 and Sections 2.2, 2.3, 7.3, and 7.4.

7.3 Notice. Any notices under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, recognized national overnight courier, confirmed facsimile transmission, confirmed electronic mail, or registered or certified mail, postage prepaid, return receipt requested. All notices under this Agreement shall be deemed effective upon receipt.

7.4 Amendment and Waiver; Entire Agreement. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by all parties. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes prior agreements or understandings between the parties relating to its subject matter.

7.5 Binding Effect; Headings. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

7.6 Governing Law. This Agreement is governed by the laws of Switzerland and the Canton of Vaud.