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By agreeing to use the Software and/or Site, you agree to defend, indemnify and hold EXADIME LLC, its affiliates, officers, directors and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Software or Site or the creation, the placement or transmission of any message, information, Software or other materials through the Software by you or users authorized by You or related to any violation of this Agreement by You or any user authorized by you.

14. GENERAL PROVISIONS:

- (i) If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remaining parts of the Agreement, which shall remain valid and enforceable according to the terms.
- (ii) Updates may be licensed to you by EXADIME LLC with additional or different terms.
- (iii) This is the entire agreement between EXADIME LLC and you relating to the "EODMMS" and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the "EODMMS".
- (iv) You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under this Agreement. The EXADIME LLC may transfer, assign sublicense or pledge in any manner whatsoever, any of its rights and obligations under this agreement without notifying you or receiving your consent with the intention of continuing its services.
- (v) EXADIME LLC's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of EXADIME LLC's right to subsequently enforce such provisions or any other provisions of this Agreement.
- (vi) No waiver of any provision of this Agreement shall be effective unless in writing.
- (vii) The remedies under this EULA are cumulative and no remedy is exclusive of any other remedy except as expressly stated.
- (viii) Any provisions that are intended to survive termination will survive termination of this EULA and will continue in full force and effect.
- (ix) Any notice required to be given under this EULA will be given in writing and will be in English and may be delivered by Certified Mail Return Receipt Requested or Overnight Courier or by hand, and such notice will be deemed given when it is delivered at the address specified in advance by the recipient party or the address provided by you when entering into this EULA.
- (x) If EXADIME LLC is prevented from or delayed in performing any of its obligations under this EULA by an event which is beyond EXADIME LLC's reasonable control and which event will include but not be limited to strike, lock-out, or labour disputes, act of God, fire, flood, storm, war, military action, riot, civil commotion, terrorism, explosion or malicious damage ("Force Majeure Event"), then EXADIME LLC will be excused from performance of, and shall not be liable for any delay or failure to perform under this EULA for so long as the Force Majeure Event continues.

15. MODIFICATIONS:

EXADIME LLC may affect certain modifications to this Agreement from time to time and at any time, as well as discontinue any of the features included within the Software, with or without a release of a new version of the Software, and without actual notice to you. You agree that your continuing use of the Software after such change was published, shall constitute your consent to the new or revised Agreement. Please see the latest version of EULA on <http://www.exadime.com/eula>

16. EXPORT RULES:

You agree that “EODMMS” will not be transferred or exported into any country or used in any manner prohibited by the US Export Administration Act or any other Export Laws, restrictions or regulations (collectively “Export Laws”). In addition, if “EODMMS” is identified as Export Controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, embargoed countries and you are not otherwise prohibited under the Export Laws from receiving/using “EODMMS”. All rights to use “EODMMS” are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

17. GOVERNING LAW:

This Agreement and your use of “EODMMS” is governed by the laws of the State of New Jersey, United States of America, excluding its conflict of law rules and may also be subject to other local, state, national, or international laws.


18. DISPUTE RESOLUTION:


Any dispute arising out of this Agreement shall be resolved first by discussion between the parties. If the dispute is not resolved within thirty days, the same may be resolved through arbitration in accordance with the then existing rules of the American Arbitration Association. The seat of arbitration shall be New Jersey. Arbitration shall be conducted in English language. Award issued by the arbitrator(s) shall be enforced through the jurisdictional courts concerned.

19. CONTACT US:

If you have any questions about this Agreement, you can contact us:

- (i) By sending us an email to: admin@exadime.com, or
- (ii) By visiting our website: <https://www.exadime.com>

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