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- 10.5. Nothing in this section shall limit Taxilla's options before law or other legal remedies.

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## **12. Limitation of Liability.**

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## **14. Injunctive Relief.**

You acknowledge and agree that any violation or breach of these terms of EULA may cause Taxilla immediate and irreparable harm and damages. As a result, Taxilla has the right to, and may in its discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief regarding any violation or breach of these terms of EULA. In addition to any and all other remedies available to Taxilla in law or in equity, Taxilla may seek specific performance of any term in these Terms of Service.

## **15. Miscellaneous.**

15.1. Governing Law; Jurisdiction and Venue. This EULA shall be governed by and construed and enforced in accordance with the laws of India, to the exclusive jurisdiction of Hyderabad, Telangana without giving reference to conflicts of law rules and principles. To the extent permitted by law. You agree that this EULA is to be performed and that any action, dispute, controversy, or claim that may be instituted based on this EULA or arising out of or related to this EULA or any alleged breach thereof, shall be subjected to arbitration as stated in clause 15.2, hereby waive the right to change venue to any other state or jurisdiction.

15.2. Arbitration. Any controversy or claim or dispute arising out of or relating to the terms shall be settled by binding arbitration in accordance The Arbitration and Conciliation Act, 1996. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and un-appealable. The arbitration shall be conducted in Hyderabad and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Taxilla may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

15.3. Representative Suit waiver. Any proceedings to resolve or arbitrate or litigate any dispute in any forum in connection with this EULA shall be conducted solely on an individual basis. Neither you nor Taxilla shall seek to have any dispute or controversy in connection with this EULA heard as a representative suit or in any other

proceeding in which either party acts or proposes to act in a representative capacity. Parties further agree that no arbitration or proceeding shall be combined with another arbitration or proceeding without the prior written consent of the other party.

- 15.4. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this EULA, 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.
- 15.5. Entire License/EULA; Severability; No Waiver. This EULA is the entire agreement between you and supersedes any other prior agreements, proposals, communications, or advertising, oral or written, with respect to the Software or to subject matter of this EULA provided that Taxilla may limit, modify, or changes the applicability of the terms of this EULA at its sole discretion. You acknowledge that you have read this EULA, understand it, and agree to be bound by its terms. If any provision of this EULA 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 EULA will not fail on account thereof and the balance of the EULA will continue in full force and effect to the fullest extent permitted by law. No waiver of any breach of any provisions of this EULA will constitute a waiver of any prior, concurrent, or subsequent breach and no waiver will be effective unless made in writing.
- 15.6. Force Majeure. Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, pandemic, epidemic, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of online services).
- 15.7. Contact Information. Should you have any questions concerning this EULA, or if you desire to contact Taxilla for any reason, please contact our Legal Department [legal@taxilla.com](mailto:legal@taxilla.com).