McObject AWS End User License Terms

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- **8. TERMINATION.** Without prejudice to any other rights, Customer may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Customer or

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- 9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MCOBJECT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY CUSTOMER AND NOT BY MCOBJECT, ITS AFFILIATES OR SUBSIDIARIES.
- **10. PRODUCT SUPPORT.** Any support for the Products is provided to you by Customer and is not provided by McObject, its affiliates or subsidiaries.
- 11. INDEMNIFICATION (BY US). McObject will defend, indemnify and hold You harmless from costs of any final settlement, costs awarded by a United States court of competent jurisdiction and damages You incur arising out of an action alleging that a) the Products constitute an infringement of any United States patent, copyright, trade secret, trademark or other intellectual property right of a third party; or b) the use of the Products in a manner consistent with Our Documentation constitutes an infringement of any United States patent, copyright, trade secret, trademark or other intellectual property right of a third party; and provided that We are notified promptly and given complete authority and information required to defend or settle the action. In the event that the Products, or any part thereof, are in Our opinion likely to become, or do become, the subject of a claim for United States patent, copyright, trade secret, trademark or other intellectual property right infringement, We will, in full discharge of Our obligations to You, at Our option and expense either a) procure for You the right to continue using the Products; or b) modify the Products, affected by the claim, to make them non-infringing or modify any trademark, or trade name affected by the claim to make it non-infringing without affecting the utility of the Products to You. McObject will have no liability under this Agreement with respect to any claim based on use of the Products in combination with products not purchased or licensed under this Agreement where use of the Products alone would not infringe.
- **12. EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
- 13. LIABILITY FOR BREACH. In addition to any liability you may have to Customer,

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you agree that you will also be legally responsible directly to McObject for any breach of these terms and conditions.

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