Pixel Mine Commercial Use License

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In consideration of the mutual obligations specified herein, the parties agree to the following:

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- 10. Taxes. Licensee and Licensor acknowledge and agree that the license of the Software to Licensee granted herein and any fees paid to Licensor are exclusive of any and all taxes of any type or nature, including without limitation, applicable income taxes, sales, and use taxes or any value added or similar taxes payable with respect to or associated with such license, and Licensee agrees that it shall have sole responsibility for the payment of any such taxes.
- 11. Independent Contractor. This Agreement does not create any relationship of association, partnership, joint venture, or agency between the parties. Neither party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party.
- 12. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.
- 13. Consent to Jurisdiction and Forum. The parties hereby consent and agree that the District Court of Travis County, Texas or the United States District Court for the Western District of Texas, shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties hereto pertaining to this Agreement or to any matter arising out of or related to this Agreement. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection which it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens and hereby consent

to the granting of such legal or equitable relief as is deemed appropriate by such court. Each party hereto irrevocably consents to the service of process by registered or certified mail, postage prepaid, to it at its address given pursuant to this Agreement. Nothing in this Agreement shall be deemed or operate to affect the right of either party to serve legal process in any other manner permitted by law, or to preclude the enforcement by either party of any judgment or order obtained in such forum or the taking of any action under this Agreement to enforce same in any other appropriate forum or jurisdiction.

- 14. Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. All references to section numbers in this Agreement shall be references to sections in this Agreement, unless otherwise specifically indicated. The captions used herein are for convenience only and are not to be considered in the construction of this Agreement.
- 15. Amendments; Waiver. No term or provisions of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. No failure on the part of any party to exercise and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
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- one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust each party's respective rights and obligations hereunder.
- 19. Special conditions. In the event the Project has been cancelled or suspended and/or utilization of Software for Project has become unable and such cancellation and suspension is notified in writing by Licensee to Licensor within a reasonable period, Licensor shall permit Licensee to replace the Project with any alternative project in Licensee with no additional fee provided Licensee notifies Licensor of such replacement in writing within one (1) year of the date Licensee notifies Licensor of such cancellation and suspension in writing.

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