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Licensee agrees to notify Quantego promptly upon discovery of any failure to comply with this Agreement. Quantego may from time to time request Licensee to provide a certification signed by a duly authorized representative of Licensee that the actual use of The Software is in compliance with the terms and conditions of this Agreement. Quantego or its authorized representative shall also, upon at least 14 days prior notice, have the right to perform an audit during regular business hours to determine compliance with the terms and conditions of this Agreement, provided that such audit shall not unreasonably interfere with Licensee's operations. Quantego shall in such case sign a nondisclosure agreement issued by Licensee prior to conducting the audit if requested by Licensee. If a verification discloses that Licensee's or any of its affiliates' use is not in conformity with a valid License, Licensee shall immediately take all necessary steps to cure any past defaults, including paying any unpaid License fees, to bring Licensee's or any of its affiliates use into conformity.

13. Force-Majeure

Both Quantego and Licensee do not carry any obligations for partial fulfillment or non-fulfillment of the obligations to this Agreement if this partial fulfillment or non-fulfillment was caused by force-majeure circumstances and their consequences, which arose after the signing of the present Agreement, such as flood, fire, earthquake, epidemic, war, struggles, state authorities' resolutions or governmental regulations and the actions of the latter, which either party to the present Agreement could not foresee or prevent if these conditions have influenced directly the fulfillment of the obligations to this Agreement. The party facing such

partial fulfillment or non-fulfillment of the obligations to this Agreement resulting from the force-majeure circumstances must immediately inform the other party in written with the enclosure of confirmation documents of the competent state authorities. This information must include the data about the characteristics of such circumstances and, if possible, the estimation of their influence on the parties' fulfillment of the obligations to the present Agreement and the period of the possible fulfillment of the obligations. In case of the force-majeure circumstances, the term of the fulfillment of the obligations is postponed according to the period of the effect of such circumstances and/or their consequences. If the above conditions last more than one month, each party is entitled to terminate the present Agreement by informing the other party in writing under consideration of the cancellation principles described in the Agreement. In any case none of the parties have the right to claim damage payment or refund.

14. License Indemnity

Licensee agrees to indemnify, defend and hold harmless Quantego, its affiliates, subsidiaries, successors, suppliers, licensors and their respective officers, directors, shareholders, agents and employees from and against any and all damages, liabilities, costs and expenses (including reasonable fees of Quantego's attorneys and litigation costs) arising out of any Third Party claim or demand based on or arising from, out of or in connection with Licensee's use or misuse of The Software by Licensee or any of its affiliates in breach of this Agreement, including but not limited to, claims for personal injury or property damage.

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18. General

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18.2 Severability: To the extent that the acceptance of a contractual term contained in this Agreement is prohibited by reason of Licensee's sovereign immunity or any foreign, federal or state constitution, law, treaty, or regulation, the conflicting term of this Agreement shall be superseded only to the extent required. If any provision of this Agreement shall be otherwise void, unlawful, unworkable, or unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected and the validity, lawfulness, workability, and enforceability of the remaining provisions will not be impaired.

18.3. Waiver of Rights: Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action

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