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THE LIMITED WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF JEPPESEN, AND YOUR REMEDIES SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR ANY OTHER RIGHTS, CLAIMS AND REMEDIES YOU WOULD OTHERWISE HAVE AGAINST JEPPESEN WITH RESPECT TO THE SOFTWARE AND OTHER SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS. YOU ACKNOWLEDGE THAT THE SOFTWARE AND OTHER SERVICES PROVIDED HEREUNDER ARE OF A GENERAL NATURE, AND THAT THEY MAY NOT BE DESIGNED FOR, ADEQUATE TO, OR CONFORM WITH YOUR SPECIFIC NEEDS AND/OR PURPOSES, NOR THAT IT CONFORMS WITH SPECIFIC SAFETY REQUIREMENTS OR GOVERNMENTAL STANDARDS OR REGULATIONS IN YOUR COUNTRY.

If an arbitration panel or court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Jeppesen's liability set forth in this Agreement shall apply to the fullest extent permitted by law. If Jeppesen cannot exclude or limit a warranty or liability implied by law, this Agreement shall be read and construed subject to such provisions of law.

7. INDEMNITIES

You will indemnify and hold harmless Jeppesen and its subcontractors from and against all claims and liabilities (including claims by third parties including but not limited to vessel owners, operators or managers and cargo owners or insurers (your "Affiliates")), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including Your and your Affiliates employees but not employees of Jeppesen, or for loss of or damage to any property, including any vessel and cargo, arising out of or in any way relating to your or your Affiliates' use of the Software whether or not arising in tort or occasioned by the negligence of Jeppesen, except to the extent of any obligation, liability, claim or remedy in tort due to the gross negligence or wilful misconduct of Jeppesen. Your obligations under this indemnity will survive the termination or cancellation of this Agreement.

8. EXPORT

You shall be responsible for your compliance with any applicable export control restrictions, laws and regulations as may be modified from time to time, imposed by the governments of Norway, the U.S. and, if applicable, other countries. You shall not attempt to, or knowingly export or re-export any source technical data or any products using such Software, data or services covered under this Agreement to any country, or national thereof, prohibited from obtaining such data, either directly or indirectly through your affiliates, licensees or subsidiaries. Each party shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct its respective activities hereunder.

9. GOVERNING LAW

THIS AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF NORWAY, EXCEPT THAT NORWAY'S CONFLICTS OF LAWS RULES SHALL NOT BE INVOKED FOR THE PURPOSES OF APPLYING THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AGREEMENT.

10. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Oslo, Norway. The language of arbitration shall be English. This arbitration clause shall not deprive any of the parties from seeking interim injunctive relief in national courts of competent jurisdiction.

11. MODIFICATIONS TO CONTRACT / WAIVER / SEVERABILITY

No waiver or modification of any of the terms of this Agreement by you shall be valid unless agreed to by Jeppesen in writing signed by Jeppesen and you. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.

V01 October 15, 2010