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7. Indemnification

You hereby agree to indemnify and hold harmless Licensor, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of any use of the Online Courses Library by You or End Users, acting upon Your authorization in a manner that is not expressly authorized by this Agreement, Your breach of this Agreement.

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8.3. Term of Purchased Subscriptions. The Subscription Term of each Subscription License shall be as specified herein or in the applicable invoicing terms. Except as otherwise specified in the invoicing terms, there shall be no automatic renewal or extension of the Purchased Subscription. Licensor reserves the right to change the per unit pricing for any Purchased Subscription at its sole discretion at any time with or without notice. The per unit pricing for Purchased Subscriptions is available at <http://www.ispringsolutions.com>.

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8.5. Without prejudice to any other rights, this Agreement will terminate automatically, if You fail to comply with any of the limitations or other requirements described herein.

8.6. Upon any termination or expiration of this Agreement, You must immediately cease Use of the Online Courses Library and permanently destroy and/or delete all copies of the Online Courses Library.

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16.2. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Online Courses Library in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded.

16.3. Assignment. This Agreement, rights and obligations provided hereunder may not be assigned, in whole or in part by You, without the prior written consent of the Licensor. Any attempt of assignment without such consent shall be null and void and of no force and effect. The Licensor shall have the right at all times to assign any of its rights or obligations under this Agreement to any of the Affiliate of the Licensor or other companies authorized by the Licensor to provide the Online Courses Library, with prior notice to You.

16.4. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, 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.

16.5. Publicity. The parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither party shall issue such publicity and general marketing communications concerning their relationship without the prior written consent of the other party (not to be unreasonably withheld or delayed) and neither party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law), *provided that*, Licensor may mention You as a customer on its website and general marketing communications.

16.6. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between You and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Online Courses Library or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement 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 Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

16.7. Injunctive Relief. You agree that a breach of this Agreement adversely affecting Licensor's proprietary rights in the Online Courses Library may cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

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