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5. LIMITATION OF LIABILITY. IN NO EVENT SHALL QTI, QTI's AFFILIATES OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OR FAILURE TO DELIVER, ANY OF THE DELIVERABLES, OR ANY BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, EVEN IF QTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER YOUR REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE ENTIRE LIABILITY OF QTI, QTI's AFFILIATES AND ITS LICENSORS, AND THE SOLE AND EXCLUSIVE REMEDY OF YOU, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED US\$50.

6. INDEMNIFICATION. You agree to indemnify and hold harmless QTI and its officers, directors, employees and successors and assigns against any and all third party claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred by QTI (including but not limited to costs of defense, investigation and reasonable attorney's fees) arising out of, resulting from or related to: (i) any breach of this Agreement by You; and (ii) your acts, omissions, products and services. If requested by QTI, You agree to defend QTI in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing.

7. ASSIGNMENT. You shall not assign this Agreement or any right or interest under this Agreement, nor delegate any obligation to be performed under this Agreement, without QTI's prior written consent. For purposes of this Section 7, an "assignment" by You under this Section shall be deemed to include, without limitation, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of You.

Any attempted assignment in contravention of this Section 9 shall be void. QTI may freely assign this Agreement or delegate any or all of its rights and obligations hereunder to any third party.

8. COMPLIANCE WITH LAWS; APPLICABLE LAW. You agree to comply with all applicable local, international and national laws and regulations and with U.S. Export Administration Regulations, as they apply to the subject matter of this Agreement. This Agreement is governed by the laws of the State of California, excluding California's choice of law rules.

9. CONTRACTING PARTIES. If the Materials are downloaded on any computer owned by a corporation or other legal entity, then this Agreement is formed by and between QTI and such entity. The individual accepting the terms of this Agreement represents and warrants to QTI that they have the authority to bind such entity to the terms and conditions of this Agreement.

10. MISCELLANEOUS PROVISIONS. This Agreement, together with all exhibits attached hereto, which are incorporated herein by this reference, constitutes the entire agreement between QTI and You and supersedes all prior negotiations, representations and agreements between the parties with respect to the subject matter hereof. No addition or modification of this Agreement shall be effective unless made in writing and signed by the respective representatives of QTI and You. The restrictions, limitations, exclusions and conditions set forth in this Agreement shall apply even if QTI or any of its affiliates becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. You hereby acknowledge and agree that the restrictions, limitations, conditions and exclusions imposed in this Agreement on the rights granted in this Agreement are not a derogation of the benefits of such rights. You further acknowledges that, in the absence of such restrictions, limitations, conditions and exclusions, QTI would not have entered into this Agreement with You. Each party shall be responsible for and shall bear its own expenses in connection with this Agreement. If any of the provisions of this Agreement are determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and the English version shall govern and control all aspects. If You are located in the province of Quebec, Canada, the following applies: The Parties hereby confirm they have requested this Agreement and all related documents be prepared in English.