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7. Compliance with Laws. Each party will comply with all applicable laws in connection with their performance under this Agreement. Licensee acknowledges that the Affdex SDK and Affdex Code are subject to U.S. export control laws and regulations and will comply with those laws and regulations. Licensee represents that it is not, and does not employ anyone who is, a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists.

8. Governing Law and Arbitration. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws rules. Any dispute, claim, or controversy arising out of or relating to this Agreement (including, the validity, interpretation, application, termination, alleged breach, or enforcement of the Agreement) shall be determined by arbitration in Boston, Massachusetts, before a single arbitrator. The arbitration shall be administered by JAMS, in English, pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The arbitrator

shall, in the Award, award the prevailing party reasonable costs incurred in connection with the arbitration, including the fees of the arbitrator, and the prevailing party's reasonable attorneys' fees, experts' fees, and expenses. Judgment on the Award shall be entered only in the state or federal courts in Massachusetts. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration, although such relief may be sought only from a state or federal court in Suffolk County Massachusetts. The parties hereby consent and submit to, and waive any and all objections to, the jurisdiction and venue of the state and federal courts in Suffolk County, Massachusetts.

9. Termination. This Agreement shall terminate one (1) year from the Effective Date, unless earlier terminated in accordance with this Section 9. Affectiva may terminate this Agreement at any time upon written notice to Licensee. Each Party may immediately terminate this Agreement by giving the other written notice if the other Party: (i) defaults in the performance of any of its obligations under any of the terms or conditions of this Agreement which default is not remedied within thirty (30) days after notice thereof; (ii) defaults in the performance of any of its obligations under the terms and conditions which default, by its nature, cannot be remedied; (iii) is unable to pay any and/or all of its debts as they become due or becomes insolvent or ceases to pay any and/or all of its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of its creditors; (iv) is liquidated or dissolved or if any proceedings are commenced by, for or against it under any bankruptcy, insolvency, reorganization of debts or debtors relief law, or law providing for the appointment of a receiver or trustee in bankruptcy; or (v) undergoes a change in control, where "change in control" means a change in the ownership or control of all or substantially all the assets of such Party or of the persons who control more than fifty percent (50%) of the equity or similar ownership interest in such Party, regardless of the form of transaction. All provisions except Section 1 of this Agreement, shall survive the termination or expiration of this Agreement.

10. General Conditions. The parties to this Agreement are independent contractors, and this Agreement shall not be construed to create a partnership, joint venture, employment or agency relationship between the parties. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. Neither party may assign this Agreement, or any of its rights or obligations hereunder, to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. In the event that any of the provisions of this Agreement are held by to be unenforceable by a court or arbitrator, the remaining portions of this Agreement will remain in full force and effect.

This Agreement includes the exhibits attached hereto and shall become effective upon execution by authorized representatives of both Parties.

## EXHIBIT A

### AFFDEX SDK & AFFDEX CODE

The Affdex SDK is a software development kit that provides the ability for developers to emotion-enable their apps ("Licensee Products"). The SDK analyzes facial expressions (obtained from a camera or recorded video or images) and provide data regarding detected emotions to the user of the Licensee Product.

The Affdex Code is the object libraries that are part of the Affdex SDK that can be incorporated into the Licensee Products that will allow developers to reproduce the functionality of Affdex within Licensee Products and allow developers to emotion-enable Licensee Products.