Extraset SARL

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– For Website Licenses: the Fees are calculated in increments by number of Visitors per month on all Websites. Should the number of Visitors exceed the initial increment, Licensee shall pay the relevant supplementary Fee. For that purpose, Licensee shall provide Licensor with a monthly count of the number of Visitors.

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9.5. Licensor shall not be liable for, or in respect of any consequential or indirect damages such as loss of profits, damage to goodwill or reputation, loss of opportunity, loss of business, adverse impact on the Licensee's image, arising under or in connection with the EULA.

9.6. No action arising out of the EULA may be commenced by either Party more than two (2) years after the cause of action has accrued.

9.7. Licensee acknowledges that Licensor has set its Fees in reliance upon the limitations of liability and the disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the Parties.

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10. Force majeure

10.1. No Party shall be liable for any loss or damage suffered or incurred by the other Party arising out of or in connection with the first Party's delay in performing or non-performance of its obligations hereunder to the extent that and for so long as such delay or failure results from an event of Force Majeure.

10.2. For the purposes of the EULA, the Covid-19 pandemic and any governmental or state measures taken to fight and prevent its spread shall not be construed as Force Majeure.

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13.1. The EULA shall be governed by and construed in accordance with the laws of France.
13.2. Any and all disputes arising out of or relating to the EULA shall be submitted to the competent tribunal within the jurisdiction of the court of appeal of Paris.

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