

CX Index

End User Agreement

CX INDEX™

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CX Index will defend Client from and against any and all third-party claims, actions, suits, proceedings arising from or related to any claims that CX Index violate a United States patent or copyright of a third party (a "Claims Against Client"), and will indemnify Client for all reasonable attorney's fees incurred and damages and other costs finally awarded against Client in connection with or as a result of, and for amounts paid by Client under a settlement or final judgement that CX Index approves of in connection with a Claim Against Client. Client must provide CX Index with prompt written notice of any Claims Against Client and allow CX Index the right to assume the exclusive defence and control of the claim and cooperate with any reasonable requests assisting CX Index's defence and settlement of such matter.

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This EUA shall be governed by the laws of the Republic Of Ireland, excluding conflict of law provisions. If, for any reason, a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EUA shall continue in full force and effect. This EUA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal action, unless both CX Index and Client specifically agrees to do so in writing following the initiation of the arbitration. If Client is an agency or other part of a government entity, different terms or modifications to this EUA may apply.

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