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8) Indemnification: Licensee agrees to defend, indemnify and hold Allergan harmless from any and all costs and expenses (including reasonable attorneys' fees), liabilities, damages or other loss arising out of Licensee's negligence, improper conduct, or breach of the terms of this Agreement.

9) Limitation of Liability: REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ALLERGAN BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE MARKETING MATERIALS OR THE LICENSED MARKS, EVEN IF ALLERGAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL THE LIABILITY OF ALLERGAN EXCEED ANY AMOUNT ACTUALLY RECEIVED BY ALLERGAN FROM LICENSEE UNDER THIS AGREEMENT.

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11) Assignment: Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of Allergan. Any purported assignment without such consent shall be null and void.

12) Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between Licensee and Allergan and supersedes any proposal or prior agreement, oral or written, and any other communications between Licensee and Allergan in relation to the subject matter of this Agreement. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

13) Severability: If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

14) Compliance with Laws: Licensee agrees to comply with all applicable local, state, federal and international laws and, at all times, to conduct its activities under this Agreement in a lawful manner.

15) Applicable Law: This Agreement shall be governed by the laws of the State of California, USA, excluding its conflict of laws principles.

Printed Name	Signature	Date
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Title	Company
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Please return original and retain a copy for your records

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