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Each Party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("Indirect Taxes"). You shall provide such information to Licencior as reasonably required to determine whether Licencior is obligated to collect Indirect Taxes from Counterparty. Licencior shall not collect, and you shall not pay, any such Indirect Tax for which you furnishes Licencior a properly completed exemption certificate or a direct payment permit certificate or for which Licencior may claim an available exemption from Indirect Tax. All payments made by you to Licencior under this Agreement and applicable Purchase Orders shall be made free and clear of any withholding or deduction for taxes unless such deduction or withholding is required by applicable law, in which case you shall (i) withhold the legally required amount from payment; (ii) remit such amount to the applicable taxing authority and (iii) deliver to Licencior original documentation or a certified copy evidencing such payment ("Withholding Tax Receipt") within the time required by applicable law. Licencior shall provide Counterparty with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement. The Parties agree that as of the Effective Date, based on the contracting parties, territories, rights and currently applicable law, no withholding is anticipated on payments from you to Licencior.

16. Governing Law

To the extent permitted by applicable law, this Agreement is governed by the laws of Poland.

17. Severability

In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

18. Entire Agreement

This Agreement sets forth the entire agreement between you and Licencor, supersedes all prior oral agreements, statements and representations, with respect to the Software, and may be amended only in a writing signed by both parties.

This Agreement shall be applicable only in the absence of any other written Agreement entered by You with Licencor with respect to the Software.