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The aforesaid institutions are hereinafter referred to individually as the "Party" and collectively as the "Parties".

Description of the DATASET:

Urban Intersection Data: Approximately 1 hour of traffic videos captured from multiple vantage points at various urban intersections of an Indian city.

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8. **INDEMNIFICATION.** Licensee hereby agrees to defend, indemnify and hold harmless IITK, its trustees, officers, employees, attorneys and agents from all claims, demands, any liability, loss, claim, action, suit, damage made against them (and any related losses, expenses or attorneys' fees) arising out of or relating to:

- a) Licensee's and/or its sub licensee's negligent use or willful misuse of or negligent conduct or willful misconduct regarding Licensed Products, Licensed Technology, including but not limited to, any claims of product liability,
- b) Personal injury or death of any client's employees or visitors to the Licensee's site, or damage to Licensee's property arising or due to a negligent act or omission by Licensee's employee or agent,
- c) All of its own liabilities arising from the project.
- d) Violation of any laws or regulations.

9. **GOVERNING LAWS** This Agreement shall be governed by, and construed and enforced in accordance with the Indian laws.

10. **DISPUTE RESOLUTION** The Parties hereto shall endeavor to settle in an amicable way, all disputes or differences which may arise out of the present Agreement or in connection therewith. Any controversy or dispute arising under this Agreement not resolved shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration and Conciliation Act, 1996, as amended from time to time, by one or more arbitrators appointed in accordance with the said rules. Arbitration shall be conducted in Delhi. Any award of the arbitrators shall be final and conclusive on the Parties to this Agreement and judgment upon such award may be entered in any court having jurisdiction thereof. The jurisdiction of this Agreement will be the courts at New Delhi (India).

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(v. January 3, 2023)