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- 7. VALID RIGHTS/NOTICE OF INFRINGMENT. The Organization acknowledges that the Trademarks are valid and valuable trademarks exclusively owned by Orange and the copyrightable components of the Content are copyrighted works exclusively owned by Orange and/or its licensors. Orange retains all rights to the Trademarks and Content not expressly licensed. The Organization will not challenge or dispute Orange's exclusive rights in and to the Trademarks or the Content, and agrees to provide prompt written notice to Orange in the event that the Organization learns that any person or organization infringed or is infringing upon Orange's rights to the Trademarks or the Content.
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Agreement or use of the Trademarks or Content, except solely for those claims that arise directly and solely from Orange's gross negligence or breach of this Agreement. During the Term, the Organization represents that it carries general liability insurance (including coverage for the indemnification obligation in this Agreement), that it will add Orange as an additional insured under said policy, and that it will provide Orange with a certificate of insurance indicating same promptly upon Orange's request. Said insurance obligation is waived for an individual purchasing a license solely for personal use.

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- 11. RELATIONSHIP. This Agreement does not create any affiliate, partnership, joint venture, or agency relationship between Orange and the Organization, and the Organization agrees not to imply that any such relationship exists.
- 12. DATA/LINKS. The Organization agrees that Orange and its affiliates may collect and use aggregated data regarding the Organization's use of the Content in order to improve Orange's products and services, or to provide customized services to the Organization. The Content may include links to third party sites. The third party sites are not under Orange's control, and Orange is not responsible for their content, or any links contained in them. Orange is providing these links as a convenience, and the inclusion of any link does not imply endorsement by Orange.
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- 15. WAIVER. Failure by Orange to enforce any term of this Agreement will not be deemed a waiver of its right to enforce that or any other term of this Agreement or any other agreement that exist between the parties.
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- 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all other written or oral statements or previous agreements regarding the License, Trademarks, or Content.

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