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7. RESTRICTIONS ON USE OF MARKS: You agree to use the Marks to promote the Products only in the United States, and only in accordance with Product labeling. Furthermore, you agree to use the Marks only in the form and manner provided without any changes, modifications, alterations, or substitutions. You agree to include all trademark notices whenever the Marks are used. You agree not to register or attempt to register any domain name composed of or including one or more of the Marks.

8. QUALITY CONTROL OF PRODUCTS IN CONNECTION WITH WHICH MARKS ARE USED: Use of the Marks is subject to the control of Galderma with respect to the nature, character and quality of the Products. You agree: (1) to use the Marks only in connection with Products supplied by Galderma or its authorized distributor(s); (2) that Galderma shall have the right to inspect the Products promoted by you in connection with the Marks for purposes of maintaining control over the nature and quality of the Products; (3) that Materials related to the Marks shall conform to all applicable Federal, State, and local laws and regulations and to the quality standards set by Galderma; (4) to provide copies of all Materials related to the Marks to Galderma upon written request by an authorized representative of Galderma, and to make any and all amendments required by Galderma to such Materials, if requested, including but not limited to immediately discontinuing use of the Marks; and (5) to comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the distribution and promotion of the Products.

9. INFRINGEMENT OF WORKS OR MARKS: You agree to promptly notify Galderma of any unauthorized use of the Works and/or infringement of the Marks and/or any claim made by a third party adverse to Galderma's rights in the Works and/or Marks, which comes to your attention. Galderma has the exclusive right to enforce the copyrights in the Works and rights in the Marks in the United States and, based on its sole discretion, to pursue infringements of the Works and/or Marks within the United States.

10. TERM, TERMINATION, AND MODIFICATION: This Agreement shall continue in full force and effect until terminated via written notice by Galderma to you. Galderma may suspend or terminate this Agreement for any reason, with or without cause and without advance notice. Upon termination of this Agreement, you agree to immediately discontinue all use of the Images, Marks, and Works, and to destroy all Materials containing the Images, Marks, or Works in your possession or under your control. This Agreement may be modified by Galderma from time to time without advanced notice.

11. NO ASSIGNMENT: This Agreement, nor any of the rights herein, cannot be assigned, sublicensed or otherwise transferred by you to any other company, individual, or entity.

12. WAIVER: Waiver by either party of a breach or default of any provision of this Agreement by the other party shall not constitute a waiver by such party of any succeeding breach for the same or other provisions nor shall any delay or omission on the part of a party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any such right, power or privilege by such party.

13. SEVERABILITY: In the event that any portion of this Agreement shall be found invalid or unenforceable, it shall be severed from the remainder of the Agreement and the remainder of the Agreement shall remain in full force and effect as if the severed portion had not been a part thereof.

14. INDEMNIFICATION: You shall indemnify and hold Galderma harmless for all liability from third party claims resulting from violations of the terms of this Agreement or willful or intentional violations by you of Federal, State, and/or local laws or regulations relating to the promotion, sale, or use of the Products, including but not limited to reasonable attorney's fees, costs and amounts paid in settlement of any such claim.

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