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Miscellaneous

This Agreement and the relationship between you and PernixData shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and PernixData agree to submit to the personal and exclusive jurisdiction of the courts located within the state of California.

The failure of PernixData to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, which may only be modified by a written amendment signed by an authorized executive of PernixData.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only.

You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. PernixData may assign this Agreement to any entity at its sole discretion.

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[I Decline Button]   [I Accept Button]