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Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and termination shall be in accordance with FAR Part 52-212-4(l)&(m).

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15. CONTROLLING LAW, VENUE AND SETTLEMENT OF DISPUTES

If you acquired the Software in the United States, this Agreement shall be interpreted and construed in accordance with the Federal laws of the United States, without regard to conflicts of law principles.

Further, the application of the United Nations Convention on Contract for the International Sale of Goods is always expressly excluded and disclaimed.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and the venue shall be in Federal Court in accordance with the Contracts Disputes Act of 1978 as Amended.

16. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof, namely the licensing of the Software and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA You's Purchase Order that the Licensor has negotiated and approved in writing.

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