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10. Disagreements and Resolution of Disputes:

This Agreement shall be governed in all respects by the laws of the State of New Jersey, without giving effect to its rules relating to conflict of laws. **NOTWITHSTANDING THE FOREGOING, THE TERMS OF ANY LAW ENACTED OR LATER ENACTED IN ANY JURISDICTION THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY TO THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED BY OR ENTERED INTO PURSUANT TO THIS AGREEMENT EXCEPT TO THE EXTENT THAT SUCH LAW EXPRESSLY PROHIBITS THIS AGREEMENT'S ALTERATION OF THE APPLICABILITY ONE OR MORE PROVISIONS OF SUCH LAW. THE TERMS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.**

Except for actions seeking equitable relief, which shall be brought and resolved only in the courts of the State of New Jersey or the United States District Courts of New Jersey, and the courts of appeal therefrom, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party to the controversy shall select one person to act as arbitrator; the two arbitrators selected shall select a third arbitrator after their appointment (provided, however, if the two arbitrators are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association). The place of arbitration shall be Somerset, New Jersey. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, including, but not limited to, all testimony given in connection with, and all records of, such arbitration, without the prior written consent of the other party. The parties irrevocably submit to the jurisdiction of each such court and tribunal identified herein.

11. Termination by Licensor:

This Agreement will be deemed terminated immediately upon any breach by Licensee of any provision of Sections 1, 2, 3, or 8. Licensor may terminate this Agreement immediately by giving written notice of termination to Licensee and without prejudice to any other rights or remedies Licensor may have, upon the occurrence of any of the following events: (i) Licensee breaches any of its material obligations under this Agreement and does not cure the breach within 30 days after Licensee's receipt of Licensor's notice of the breach; or, (ii) a voluntary petition is commenced by Licensee under the bankruptcy laws of any jurisdiction, Licensee has an involuntary petition commenced against it under the bankruptcy laws of any jurisdiction and such petition is not dismissed within 60 days after filing, Licensee becomes insolvent; or any substantial part of Licensee's property becomes subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency, or Licensee liquidates or otherwise discontinues all or a significant part of its business operations.

Upon the termination of this Agreement, Licensee shall discontinue all use of the Software and shall promptly destroy all copies of the Software then in Licensee's possession or control.

12. Survival:

Sections 3, 5 through 10, 12, and 13 shall survive any termination of this Agreement.

13. Miscellaneous Provisions:

- a. This Agreement, and all rights and obligations under this Agreement, may not be assigned or transferred by Licensee under any circumstances. Any assignment or transfer in violation of this Section shall be void, and any attempt to make an assignment or transfer in contravention of the foregoing shall immediately terminate this Agreement. Licensor reserves the right and Licensee acknowledges Licensor's right to assign this Agreement freely and to delegate and assign any or all of its obligations and rights hereunder to any individual or entity without restriction. This Agreement and all of the provisions in this Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties.
- b. The parties do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations of either Licensor or Licensee in favor of, benefits to, or rights in, any third party.
- c. Except as otherwise provided by this Agreement, all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- d. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
- e. Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Agreement. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- f. Section headings are for reference only and shall not affect the interpretation of this Agreement.
- g. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior oral or written communications, proposals, representations, and agreements. It may be amended only by mutual agreement expressed in writing and signed by both parties.