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- 13. <u>Governing Law and Choice of Venue</u>: The construction, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without application of its conflicts of laws principles. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction in the Commonwealth of Pennsylvania and you agree to accept and submit to the personal jurisdiction of such court. Under no circumstances shall the Uniform Computer Information Transactions Act (UCITA), or any version thereof, apply to this Agreement.

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- 15. <u>Severability</u>: If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.
- 16. <u>Non-Waiver</u>: Appligent's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies, or options or in any way to affect the validity of this Agreement.
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