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A. Governing Law/Jurisdiction. This Agreement will be governed by the laws of the State of North Carolina in the United States of America, without regard to or application of any conflicts of law rules or principles. The federal and state courts for Chatham County, North Carolina shall have exclusive jurisdiction over any disputes, claims or controversies arising out of or relating to this Agreement brought by or on behalf of ApexSQL, and You hereby irrevocably waive any objection to the jurisdiction of such courts over any such dispute, claim or controversy ApexSQL may assert against You. You agree that you are bound by the Dispute Resolution provisions of Section 13 hereof, however, should such mandatory arbitration provision be invalidated by any court for any reason, you hereby agree to bring any actions related to the terms of this Agreement, the SOFTWARE or the Support Services exclusively in state courts located in Chatham County, North Carolina. The terms of this Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

B. Complete Agreement. If any provision of this Agreement is held to be unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force. This Agreement is the complete and exclusive statement of the agreement between You and ApexSQL which supersedes any proposal or prior agreement, oral or written,



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C. Liability may be assigned personally to You and/or to a corporate entity, at the sole discretion of ApexSQL, based, in part, on the personas, means and methods used to obtain, process and/or transmit said intellectual property

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Appendix A – Notes on Activation

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