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**You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.**

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## **13. GENERAL**

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- This Agreement constitutes the entire understanding and agreement between Licensor and you with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. In particular, if you are a current licensee of the Software, this Agreement shall supersede your existing license agreement and that agreement shall be of no further force or effect.

- This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by authorized representatives of both parties.

- In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Licensor to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision.

- Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, to any Affiliate or subsidiary, or in the event of a merger, acquisition, or sale of all or substantially all of its assets. "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the party.

- Except for Licensee's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

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