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8. **Your Information and the Licensor’s Privacy Policy.**

8.1. **Privacy Policy.** You hereby expressly consent to the Licensor’s processing of your personal data (which may be collected by the Licensor or its distributors) according to the Licensor’s current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference (see http://www.analystsoft.com/privacy/). By entering into this Agreement, you agree that the Licensor may collect and retain information about you, including your name, email address and credit card information. The Licensor employs other companies and individuals to perform functions its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on its web site and may amend such policy from time to time in its sole discretion. You should refer to the Licensor’s privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Licensor. If “you” are an organization, you will ensure that each member of your organization (including employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor’s processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected, and possibly in the United States, European Union and Russian Federation. The laws of such jurisdictions regarding processing of personal data may be less or more stringent than the laws in your jurisdiction.

9. **Miscellaneous.**

9.1. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To
the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. If you are a resident of the United States for purpose of determination of personal jurisdiction, the federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the Commonwealth of Virginia and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the state and federal courts in of the Commonwealth of Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; provided, however, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction. If you are a non-US resident you hereby agree that any dispute, controversy or claim arising or concerning this Agreement shall be determined and settled by arbitration in accordance with the International Chamber of Commerce accordance with the Rules of Arbitration of the International Chamber of Commerce (the “Rules”). The claimant party shall appoint one arbitrator and the respondent party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator, in accordance with the provisions of the Rules. The place of arbitration shall be Washington, DC, USA. The language of the arbitration shall be English. Any award granted by the arbitrator(s) shall be final and binding upon the involved parties and shall constitute the sole and exclusive remedy for any dispute between the involved parties regarding the issue at dispute resolved by such arbitration.

9.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

9.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement, provided that the Licensor and you may limit, modify or changes the applicability of the terms of this Agreement by a prior, contemporaneous or subsequent written agreement by referencing this Section 9.3 of the Agreement and expressly providing for such limitation, modification or changes. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the fullest extent permitted by law. No waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach and no waiver will be effective unless made in writing.
Notwithstanding any provisions to the contrary herein, the provisions concerning the confidential information, Licensee’s obligations with respect to intellectual property rights or any duties, liabilities or obligations which by the terms hereof or in context are to survive termination, shall survive the termination or expiration of this Agreement and such termination or expiration shall not release Licensee of its obligations regarding such survived provisions.

9.4. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at: http://support.analystsoft.com/.

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