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(c) Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter. Any pre-printed or standard terms of any purchase order, confirmation, or similar form, unless signed by Company after the effectiveness hereof, shall have no force or effect.

(d) Waiver. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

(e) Headings. The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

(f) Prevailing Party. The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys’ fees and costs in connection with such action.

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(i) This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiations, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in

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(ii) The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are expressly excluded.

(iii) Licensee agrees Licensee will not commence any action of any kind, whether in law or at equity, whether in contract or tort or otherwise, in any forum other than the courts of the State of California sitting in Orange County, and Licensee irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waives any objection based upon inconvenience of the forum or otherwise to venue laid therein. Licensee agrees that venue and jurisdiction shall be proper only in the State of California.

(h) **Read and Understood. Licensee hereby acknowledges that Licensee has read and understands this Agreement and agrees to be bound by its terms.**