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- 12. Export Restrictions.** You agree to comply with all export and re-export restrictions and regulations ("Export Restrictions") imposed by the United States or any other country in which you conduct business. Without limiting the generality of the foregoing, and regardless of any disclosure made by you to the Company regarding an ultimate destination of the Software, you represent and warrant that you understand the U.S. law currently prohibits the export or re-export, directly or indirectly (including via remote access) of U.S. origin products and technology to certain proscribed countries (including Cuba, Iran, Sudan, North Korea and Syria and/or any other country that may become subject to an embargo by the United States), entities, organizations and individuals, without prior authorization from the U.S. Government. You will not commit any act or omission that will result in a breach of any such Export Restrictions. Your breach of this clause shall constitute cause for immediate termination of this Agreement.
- 13. High Risk Activities.** The Software is not designed, manufactured or intended for use or resale as on-line control

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14. Termination. The licenses granted herein shall automatically terminate without notice if you fail to comply with any material provision of this Agreement. In such event, you must immediately uninstall and return the Software, including all Documentation and original media, to the Company. This shall not limit or affect any remedy available to the Company for your breach of this Agreement.

15. Miscellaneous.

(a) If you are a unit or agency of the United States Government, the following applies: The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in Subparagraph 252.227-7013 (c)(1)(ii) of the Rights in Technical Data and Computer Software at DFARS, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Digital Watchdog.

(b) This Agreement shall be governed by the laws of the State of California, exclusive of its choice of law rules. Any dispute between you and the Company regarding this Agreement will be subject to the exclusive jurisdiction of the state and federal courts sitting in the County of Los Angeles in the State of California. In any such action, the prevailing party will be entitled to costs and attorneys’ fees.

(c) You may not assign, sublicense, or transfer this Agreement, the Software, or any rights or obligations hereunder without prior written consent of the Company. Any such attempted assignment, sublicense, or transfer will be null and void. The Company may terminate this Agreement in the event of any such attempted assignment, sublicense, or transfer.

(d) This Agreement is in the English language only, and will only be provided in the English language, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

(e) The Agreement constitutes the final and complete understanding between you and the Company with respect to the subject matter of this Agreement. Any modifications or waivers of this Agreement must be in writing and signed by both parties hereto.

(f) If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

(g) Failure or delay on the part of the Company to exercise any right, power, privilege, or remedy will not constitute a waiver of, or bar the later exercise of, that or any other right, power, privilege, or remedy of the Company.

(h) No rule of strict construction shall apply against or in favor of either party in the construction and interpretation of this Agreement.

For more information

DW Technical Support

Toll-free: 866.446.3595

digital-watchdog.com/contact-tech-support/