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7.2. <u>Public Announcements</u>. The Licensor may identify you to the public as a customer of the Licensor and describe in a customer case study the services and solutions delivered by the Licensor to you. The Licensor may also issue one or more press releases, containing an announcement of the execution and delivery of this Agreement and/or the implementation of the Product by you. Nothing contained in this <u>Section 7.2</u> shall be construed as an obligation by you to disclose any of your proprietary or confidential information to any third party. In addition, you may optout from this <u>Section 7.2</u> by writing an opt-out request to the Licensor at <u>info@polimaster.us</u>.

8. Miscellaneous.

- 8.1. 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, USA without reference to conflicts of law rules and principles. 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. The courts within Fairfax County, 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 USA 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 courts 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.
- 8.2. <u>Period for Bringing Actions</u>. 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.

- 8.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and the Licensor and supersedes any other prior agreements, proposals, communications, or advertising, oral or written, with respect to the Product or to the subject matter of this Agreement. 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 maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of the Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. The Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.
- 8.4. <u>Contact Information</u>. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Service Department at <u>info@polimaster.us</u>.

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