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13.4 No Agency; Independent Contractors. Nothing contained in this Agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

13.5 Governing Law; Jurisdiction & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in Suffolk County, Massachusetts, and both parties hereby consent to such jurisdiction and venue for this purpose.

13.6 Entire Agreement; Amendment. This Agreement, and the Support Policy if elected, constitute the entire agreement between the parties with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Terms set forth in any purchase order of Licensee (or other similar document) that are in addition to or at variance with the terms of this Agreement are specifically waived by Licensee. All such terms are considered by Data Translation to be proposed material alterations of this license and are rejected. Licensee's purchase order is only effective as Licensee's unqualified commitment to pay for a license to the Software upon the terms (and only the terms) set forth herein.

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