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17. **MISCELLANEOUS.**
- A. **Assignment.** Licensors may assign this Agreement, including any rights or obligations under the Agreement (in whole or in part) to a parent or an affiliate. Licensee may not assign or transfer this Agreement or any of its rights or duties hereunder, including (but not limited to) by merger, acquisition by any entity of all or substantially all of Licensee's stock or assets, change of control, operation of law, or otherwise, without the prior written consent of Licensors and payment by Licensee of the applicable assignment fee. Any attempted assignment not in accordance with this Section shall be null and void.
- B. **Governing Law.** If Licensee is located in North America, the laws of the State of California govern this Agreement and the licenses granted hereunder, and the parties hereto consent to the exclusive jurisdiction of the State and Federal courts of the State of California in any action based on this Agreement or the Licensed Software hereunder or any License Option under an ALA. Each party waives any right it may have to object to such venue, including objections based on personal jurisdiction or forum non conveniens (inconvenient forum). The parties agree that the Uniform Computer Information Transaction Act or any version thereof, adopted by any state, in any form ("**UCITA**"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties hereby opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. If Licensee is located in France, Germany or Japan, this Agreement is governed by the laws of the country in which Licensee is located. In the rest of the world the laws of England govern this Agreement. In each case, the applicable law shall apply without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Other than for North American transactions, this Agreement, the licenses granted hereunder, and the parties hereto, shall be subject to the exclusive jurisdiction of the courts of the country determining the applicable law as aforesaid. In the event of a dispute, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
- C. **Export Control.** This Agreement may be subject to export control laws, regulations, and other restrictions of the United States (including, but not limited to, the U.S. Export Administration Regulations (the "EAR")), United Kingdom, or the European Union regarding export or re-export of computer software and technology. Licensee agrees to comply with all applicable export control laws, regulations, and restrictions, including EAR, where applicable.

- D. Entire Agreement. The applicable Product Order and this Agreement including the applicable ALA, constitutes the complete and exclusive statement of agreement between the parties relating to the license for the Licensed Products and supersedes all prior proposals, communications, purchase orders, and agreements (including, without limitation, Other Agreements), without need for a mutually executed amendment to any such Other Agreement. Any conflicting terms and conditions shall be resolved according to the following order of precedence: the applicable Product Order, the applicable ALA, and then this Agreement in all other respects.
- E. Amendment. No representation, supplement, modification, or amendment of this Agreement will be binding on either party unless executed in writing by duly authorized representatives of both parties (excluding any distributor or reseller of Micro Focus) to this Agreement.
- F. Waiver. No waiver of any right under this Agreement will be effective unless in writing and signed by authorized representatives of both parties (excluding any distributor or reseller of Licensor). No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.
- G. Severability. If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.
- H. No Reliance. Each party acknowledges that in entering into this Agreement it has not relied on any representations, agreements, warranties or other assurances (other than those repeated in this Agreement) and waives all rights and remedies which but for this Section 17 would be available to it.