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- 8. You agree to notify the Company of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.
- 9. Neither party may assign this Agreement without the other party's consent which will not be unreasonably withheld; however, each party may assign this Agreement without the other party's consent to an entity or individual that acquires all or substantially all of the business or assets of the assigning party or for an individual acquires all of the intellectual property rights in the Contribution owned by such individual, whether by merger, sale of assets, or otherwise, provided that such entity or individual assumes and agrees in writing to be bound by all of the obligations of the assigning party under this Agreement.
- 10. The Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of California, without reference to conflicts of laws. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of the State of California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. The application of the United Nations Convention on the International Sale of Goods to the Agreement is disclaimed in its entirety. This Agreement is the entire agreement, both written or oral, with respect to the Contributions between the parties. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. All notices and other communications herein permitted or required under this Agreement will be sent by postage prepaid, via registered or certified mail or overnight courier, return receipt requested, or delivered personally to the parties at their respective addresses, or to such other address as either party will give to the other party in the manner provided herein for giving notice. Notice will be considered given upon receipt.

Please sign:	Date:	