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- 11.3. <u>Entire Agreement</u>. This EULA, constitutes the entire agreement of Licensor and Licensee with respect to the subject matter of this EULA, superseding in all respects any and all prior proposals, negotiations, understandings, writings, communications and agreements, whether oral or written, between Licensor and Licensee. If there is a conflict between this EULA and any exhibit or appendix attached hereto, such exhibit or appendix shall prevail. This EULA may be amended only by a written instrument executed by both Licensor and Licensee.
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- 11.5. Applicable Law and Jurisdiction. THIS EULA SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT MAY DICTATE A CONTRARY RESULT. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, AND ANY ADAPTATIONS THEREOF ADOPTED BY ANY JURISDICTION, SHALL NOT APPLY. WITH RESPECT TO ACTIONS ARISING UNDER THIS LICENSE, EACH OF LICENSOR AND LICENSEE HEREBY: (1) SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SEATED IN ORLANDO, FLORIDA AND ENCOMPASSING SUCH CITY IN ITS TERRITORIAL JURISDICTION; AND (2) WAIVE ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.
- 11.6. <u>Limitation on Actions</u>. No action seeking damages or other compensation, regardless of the form of such action or the form or extent of such damages or compensation, arising out of this EULA may be brought more than two (2) years after such cause of action has arisen.

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