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#### CONFIDENTIALITY

12. Each party understands that the other party has or may disclose Confidential Information in the course of exercising its rights or performing its obligations under this Agreement. As between the parties, the Confidential Information of each party will remain its sole property. Confidential Information will be used by the recipient party only for purposes of this Agreement. Except as expressly provided herein, each party will hold the Confidential Information of the other party in strict confidence and protect such Confidential

Information from disclosure using the same care it uses to protect its own confidential information of like importance, but not less than reasonable care. Except as expressly provided herein, no Confidential Information will be disclosed by the receiving party without the prior written consent of the other party, except that each party may disclose this Agreement and the other party's Confidential Information to its directors, employees, attorneys, agents who require access to such information in connection with their employment or engagement and who are obligated to keep such information confidential in a manner no less restrictive than set forth in this Section.

## GENERAL

13. This Agreement is governed by and interpreted in accordance with the internal laws of the State of California and the United States, including patent and copyright laws, exclusive of any conflict of law's provisions that would make California State laws inapplicable

14. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

15. This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the parties with respect to the transactions set forth herein. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment.

16. All notice shall be in writing and shall be deemed to be delivered five (5) business days after deposit in US certified mail, postage prepaid, return receipt requested, or one (1) business day after sent by nationally recognized overnight courier, or when received if sent by facsimile or electronic mail with confirmation of receipt. All notice by email shall be followed-up with hard copy. All notices shall be directed to the parties at the respective mailing address.

## DISPUTE RESOLUTION

17. This Agreement shall be construed and enforced according to the laws of the state of California. In the event of any controversy, claim, or dispute between the parties hereto arising out of or relating to this Agreement, such controversy, claim, or dispute shall be tried exclusively in the courts of the state of California. Each party hereby waives any defense of lack of *in personam* jurisdiction, improper venue, and *forum non conveniens*, and agrees that service of process of such court may be made upon each of them by personal delivery or by mailing certified or registered mail, return receipt requested, to the other party. Both parties hereby submit to the jurisdiction of the court so selected to the exclusion of any other court that may have had jurisdiction. Each Party shall bear its own costs, expenses, and attorneys' fees in connection with the transactions contemplated herein.