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- 11.4. Benefit. Subject to provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
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- 11.8. Absence of Certain Business Practices. ECG and Licensee acknowledge and agree that in connection with the business transactions between the parties, including the limited use license to the Software granted by ECG to Licensee hereunder, neither ECG or Licensee have undertaken, caused, allowed or permitted to be undertaken any activity which is either (i) illegal under any applicable laws, decrees, rules, regulations or public policies, or (ii) would have the effect of causing either ECG or Licensee to be in violation of any applicable anti-corruption laws, including without limitation: (a) the U.S. Foreign Corrupt Practices Act, (b) the U.K. Bribery Act, (c) laws enacted pursuant to the Organization of Economic Cooperation and Development, (d) Convention on Combating Bribery of Foreign Public Offices in International Business Transactions and/or (e) local anti-corruption laws, and any other applicable laws of relevant jurisdictions prohibiting bribery and corruption.
- 11.9. Priority. In the event of any conflict or inconsistency in the definition or interpretation of any term or provision set forth in the body of this Agreement any exhibits hereto, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the exhibits, with the terms of the Proposal having the highest priority. Any contrary or additional terms and conditions attached to or part of any purchase order or similar document related to this Agreement shall be invalid and non-binding on the parties.
- 11.10. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be or becomes unenforceable or illegal, such provision shall be adjusted to the minimum extent necessary to cure such unenforceability or illegality and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such adjustment.
- 11.11. Modifications In Writing. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party.
- 11.12. Choice of Law. This Agreement is made and will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to its conflicts-of-laws provisions. Any and all disputes regarding this Agreement shall be resolved in a court of competent jurisdiction in Summit County, Ohio.
- 11.13. WAIVER OF RIGHT TO A JURY TRIAL. ECG AND LICENSEE EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND FULLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION WITH OR RELATED TO THIS AGREEMENT AND THE EVENT. The parties to this Agreement have read the Agreement, understand it, and agree that each has had the opportunity to have the Agreement reviewed by legal counsel.
- 11.14. Prevailing Party; Limitation of Action. In the event a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party. With the exception of (1) actions to collect unpaid fees or (2) actions arising out of a breach of a party's confidential or proprietary information, any action brought under this Agreement must be brought within one (1) year following its accrual.
- 11.15. Licensee Authorization. As long as any Maintenance and Support obligation of ECG is in effect, Licensee hereby authorizes ECG to use Licensee's corporate name and logo in ECG's marketing materials including identification on ECG's website.
- 11.16. Integration. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior and all contemporaneous agreements, understandings, marketing materials, and communications, whether written or oral.
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