

SHRINKWRAP SOFTWARE LICENSE AGREEMENT

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15. **GOVERNING LAW.** This Agreement will be governed in accordance with federal laws. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable the remainder of this Agreement shall continue in full force and effect. When the end user is an instrumentality of the US Government, this is a contract with the US Government and is subject to the Federal Acquisition Regulation. Venue and jurisdiction of any disputes are determined by the applicable federal statute (Federal Tort Claims Act, Contract Disputes Act, etc.).
16. **MODIFICATION.** This agreement together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.
17. **NOTICES.** Notices to LICENSEE shall be sent to the address specified beneath Customer's signature below and to LICENSOR at the address above indicated or such new address as a party specifies to the other in writing.

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