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B. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, excluding its conflict of law principles. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Los Angeles, State of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. Federal arbitration laws and California state arbitration laws apply to this Agreement. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

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H. Survival. All provisions which may reasonably be construed to survive shall survive the expiration or termination of this Agreement.

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QUESTIONS

Should you have any questions concerning this Agreement, or if you desire to contact zipLogix for any reason, please contact zipLogix at:

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