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4.2. Without prejudice to any other rights, this Agreement will terminate automatically, if You fail to comply with any of the limitations or other requirements described herein.

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11.3. Incident Notification. Licensor shall notify You without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed by Licensor or its sub-processors of which Licensor becomes aware (a "Data Incident"). Licensor shall make reasonable efforts to identify the cause of such Data Incident and take steps as Licensor deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within Licensor's reasonable control. The obligations herein shall not apply to incidents that are caused by You.

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For purposes of facilitating transfers of personal data from the EEA and Switzerland to the United States, Licensor uses controller to processor model contractual clauses. Where applicable, You agree to enter into model contractual clauses with Licensor, which are available to You on written request.

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12.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Software in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts

within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

12.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

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