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7.5 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

7.6 Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

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7.10 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. Government Entities. If Licensee is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.

b. Non-government Entities. US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

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c. Other Government Entities. Voyager Search will comply with mandatory dispute resolutions under applicable law.

d. Arbitration. Except as set forth above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Licensee is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the proceedings. If Licensee is outside of the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

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