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4. Indemnification

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6. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to any subject matter covered by this Agreement. User may translate this Agreement into other languages for the convenience of User, but the controlling language will be English.

7. Governing Law

This Agreement will be governed by, construed and enforced pursuant to the laws of the State of New York and will be subject to the exclusive jurisdiction of that state without regard to conflicts of laws principles. Any controversy or claim arising out of or relating to this Agreement will be settled by the state or federal courts located in New York, New York. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY. User may not bring a cause of action under or related to this Agreement more than one year after User knew or should have known of the cause of action, and in no case more than one year after the termination of this Agreement