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(XLERATORDLL/FINANCIAL)

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9.4 **Choice of Law**. This Agreement shall be governed by, and interpreted in accordance with, the substantive laws of the State of New York, without regard to conflicts of law rules, and the federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

9.5 **Consent to Jurisdiction**. Any litigation arising out of this Agreement shall be resolved exclusively by the state or federal courts sitting in New York, New York, and each party hereby irrevocably submits to the jurisdiction of any such court.

9.6 **Licensor's Remedies Non-Exclusive**. The rights and remedies of Licensor that are set forth in this Agreement shall be non-exclusive and shall not limit any rights or remedies available to Licensor at law, in equity or otherwise.

9.7 **Successors and Assigns**. This Agreement will be binding on and inure to the benefit of the parties hereto and their successors and permitted assigns.

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