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The UN Convention on Contracts for the Sale of Goods shall not govern this EULA; rather this EULA shall be governed and construed by the laws of the Commonwealth of Massachusetts, including its Uniform Commercial Code without reference to conflict-of-law principles. This EULA is the entire agreement between us and supersedes any other communications or advertising with respect to the Copyrighted Materials.

If for any reason a court of competent jurisdiction finds any provision herein (or any part thereof) to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties and the remainder of this EULA shall continue in full force and effect. Ambiguities in the EULA will not be construed against the drafter. In case of inconsistency between the terms of this EULA and any translation thereof, the English language meaning shall control.

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