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- d. Limits of Liability: Licensor's total maximum aggregate obligation and liability (the "Limit of Liability") arising out of the license granted herein shall be USD \$10,000.
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**Miscellaneous:**

- a. Except when required by law, Licensor shall be under no obligation to issue refunds under any circumstances.
- b. If you are entering into these terms on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Licensor for any breaches of the terms of this agreement.
- c. If any individual term in this Agreement is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the Agreement, so that these terms shall otherwise remain in full force and effect.

**Law and Venue:**

This Agreement shall be governed by the laws of the state of Colorado, without regard to any choice-of-law provisions. Any controversy or claim arising out of relating to this Agreement, or the breach thereof, shall first attempted to be resolved between the parties. If after thirty (30) days of good faith effort, and any and all disputes arising hereunder shall be resolved in the courts of the State of Colorado. Any litigation arising out of or relating to this Agreement that is not barred by sovereign immunity shall be

conducted by a court of competent jurisdiction in the State of Colorado. Licensee agrees to avail itself of such courts. Nothing herein shall be construed as a waiver of sovereign immunity.