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25. **Export Control Law.** The user acknowledge and agrees that the Service(s), information and/or commodities that may be provided, or arise, under the website or training site shall be subject to, and governed by export and re-export control laws, which the user agrees to comply with in all respects. It is further acknowledged and agreed by the user that the provision by mySmartHealthcare® and their partners of such Service(s), information, and/or commodities to foreign persons may be prohibited, limited, or delayed due to compliance with these laws. These Service(s), information and/or commodities may not be transferred, disclosed, or otherwise re-exported except as in accordance with these laws.

26. **General.** This EULA shall be governed by the internal laws of the State of New York, without giving effect to principles of conflict laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Saratoga and Albany Counties, New York or the federal courts in Albany, New York to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of mySmartHealthcare® to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach. No mySmartHealthcare® dealer, agent, or employee is authorized to make any amendments to this EULA. If any provision of this EULA shall be held by a court of



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All questions concerning this EULA shall be directed to: mySmartSimulations®, Inc., 60 Railroad Place, Suite 205, Saratoga Springs, NY 12866, Attention: General Counsel.