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7. You assume the entire risk arising out of the use or performance of the Evaluation Materials, and will hold InnoPhase harmless from any claims based on your use thereof.

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8. You agree to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, you covenant that you shall not -- directly or indirectly -- sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from InnoPhase under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You agree to indemnify InnoPhase, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of your breach of this provision. This export control clause shall survive termination or expiration of this Agreement.
9. This Agreement will be construed in accordance with and governed by the Laws of the State of California, USA, without reference to its conflict of law principles. Any controversy or claim (except those relating to intellectual property rights) arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in San Diego, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association, provided however, that each party will have a right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party. The parties irrevocably consent to the venue and exclusive jurisdiction of the state and federal courts in the San Diego County, California for the purposes of enforcing the provisions herein; waive the defense of any inconvenient forum; waive all rights to a jury trial; and consent to the service of process by registered mail or overnight courier service and sent to the parties' respective corporate addresses.