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8. Termination. This Agreement is effective until it is terminated. You may terminate this Agreement at any time by giving written notice to Facebook. This Agreement will automatically terminate, without any requirement of notice, if you materially breach this Agreement or fail to pay when due any amount you owe to Facebook. Upon termination of this Agreement, all license rights granted to you and all of Facebook's obligations and liabilities under this Agreement will immediately terminate and you must promptly cease all use of the Font Software and return or destroy all copies of the Font Software in your possession or under your control and certify in writing to Facebook that you have fully complied with these requirements. All other provisions of this Agreement will survive such termination.

9. Export. You may not install, export, or re-export the Font Software (a) into, or to a national or resident of, any country to which the United States has embargoed goods or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By installing or using the Font Software, you represent and

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- 10. U.S. Government End Users.** The Font Software is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Font Software with only those rights set forth therein.
- 11. Miscellaneous.** This Agreement, with the Order, constitutes the entire agreement between you and Facebook with respect to the Font Software and, except as expressly provided in the first paragraph of this Agreement, supersedes any previous oral or written communications or documents (including, if you are obtaining a new version of the Font Software, any agreement that may have been included with an earlier version of the Font Software). In the case of a conflict between this Agreement and the Order, the Order shall control. You may not assign this Agreement or any of the rights or licenses granted under this Agreement to any person or entity. Any attempted sublicense, transfer or assignment in violation of this Agreement is void and is a material breach of this Agreement. This Agreement is governed by the laws of the State of California, USA. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Any action or proceeding you bring against Facebook arising from or relating to this Agreement or your use of the Font Software must be brought in a federal court in the Northern District of California or in state court in Santa Clara County, California, and you irrevocably submit and consent to the jurisdiction and venue of any such court in any such action or proceeding. If any provision of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect. Failure to prosecute a party’s rights with respect to a breach hereunder will not constitute a waiver of the right to enforce rights with respect to the same or any other breach. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” and all variants thereof will be interpreted to be followed by the clause “but not limited to.”