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Based on the foregoing and for other good and valuable consideration, you and Vendor agree as follows:

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12. **GOVERNING LAW.** This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Russian Federation, without regard to its conflict of laws provisions.
13. **FORCE MAJEURE.** If the performance of Vendor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Vendor, then Vendor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).
14. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
15. **NO ASSIGNMENT.** You may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.
16. **ATTORNEYS FEES.** In the event of legal action brought by either party, the prevailing party shall be entitled to reimbursement of actual legal fees and related expenses.
17. **MODIFICATION.** This Agreement may be modified or amended at the sole discretion of Vendor.
18. **EXPORT CONTROL.** You agree to obey and comply with any and all applicable Russian Federation laws, rules, and regulations governing the export of software.

19. ACKNOWLEDGEMENT AND EXCLUSIVITY. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND VENDOR, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND VENDOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED EXCEPT IN WRITING AND SIGNED BY THE PARTIES.

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