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6. **Limitation of Liability.** IN NO EVENT SHALL RAMESES' LIABILITY UNDER THIS AGREEMENT EXCEED THE PRICE PAID BY AND FOR CUSTOMIZATION(S) MADE FOR THE END USER BY RAMESES; OR THE PRICE PAID FOR A COMMERCIAL VERSION OF E-TRACS™, IF THE END USER PURCHASED ONE. FURTHERMORE, IN NO EVENT SHALL RAMESES BE LIABLE FOR ANY LOST PROFITS, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR UNDER THIS AGREEMENT. The limitation of liability set forth in this paragraph shall apply whether or not RAMESES was advised of the possibility of the loss, liability, or damages and notwithstanding any failure of essential purpose of any limited remedy;
7. **Termination.** If you fail to fulfill any of your material obligations under this Agreement, RAMESES and/or its licensors may pursue all available legal remedies to enforce this Agreement; and RAMESES may, at any time after your default of this Agreement, terminate this Agreement and all licenses and rights granted to you hereunder. You agree that any RAMESES licensor or assignee referenced in the Proprietary Software are third-party beneficiaries of this Agreement, and may enforce this Agreement as it relates to their intellectual property. You further agree that, if RAMESES terminates this Agreement for your default, you shall, within thirty (30) days after any such termination, deliver to RAMESES or render unusable all Licensed Software originally provided to you hereunder and any copies thereof embodied in any medium;
8. **Construction.** Singular terms will be construed as plural and vice versa. Section headings are for convenience only and will not be considered part of this Agreement. No term or provision herein shall be construed favorably or unfavorably based upon which party drafted or negotiated such term or provision;
9. **Waiver.** No delay or failure of RAMESES to exercise any right under this Agreement, nor any partial exercise thereof, shall be deemed to constitute a waiver of any rights granted hereunder or at law;
10. **Unlawful Provision(s).** If any provision of this Agreement is held to be unenforceable for any reason, all other provisions shall nevertheless be deemed valid and enforceable to the fullest extent possible;
11. **Applicable Law.** Except with respect to software covered by GPL License and Public Licenses, which expressly state the applicable governing law (with respect to which the law so specified shall govern all aspects of such agreement, including the provisions incorporated into such licenses), the terms of this Agreement (including, to the extent allowable under the Public License, all software governed by a Public License which does not specify a governing law) shall be governed by the laws of the Republic of the Philippines, without reference to its choice of law rules;
12. **Dispute Resolution, Jurisdiction and Venue.** All disputes arising out of or relating to this Agreement shall be finally settled by arbitration conducted in Cebu City, Philippines, in accordance with the Philippine Arbitration Law (Republic Act No. 872), by a Board of Arbitrators composed of three members. Each party shall nominate one member and the third member shall be selected by the two members nominated by the Parties. The Parties shall bear equally the cost of arbitration (exclusive of legal fees and expenses of the Parties, all of which each Party shall bear separately). The decision of the Board of Arbitrators shall be final and binding on both Parties and enforceable in any court of competent jurisdiction

located in Cebu City, Philippines. Notwithstanding the foregoing, in the event of breach by a party of its obligations hereunder, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction located in Cebu City, Philippines and the Parties hereby consent to the jurisdiction and venue of such courts. In any action between the Parties to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable expenses, including reasonable attorney's fees;

13. **Entire Agreement.** This Agreement supersedes all proposals, negotiations, conversations, discussions; all other agreements, oral or written; and all past course of dealing between you and RAMESES relating to the Licensed Software or the terms of its license to you, and may only be modified in writing signed by you and RAMESES;
14. **Contractor/Manufacturer.** Rameses Systems Inc., 2nd Floor, Room A, Cebu Chamber of Commerce and Industry Bldg. 11th & 13th Avenue, North Reclamation Area, Cebu City 6000 Philippines.

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