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3.1 *Identification & Right to Do Business.* Licensee warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement. Licensee represents and warrants that it has correctly identified itself and that the contact information provided to Sideview pursuant to Section 4.1 below is and will remain correct.

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4. Miscellaneous

4.1 *Notices.* Notices pursuant to this Agreement will be sent: (a) to Sideview at info@sideviewapps.com; and (b) to Licensee at the points of contact provided to Sideview upon execution of this Agreement. Either party may update such contact information by written notice pursuant to the preceding sentence.

4.2 *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards.

4.3 *Interpretation.* This Agreement will be governed solely by the internal laws of the State of California, without reference to any rule or law that would apply the laws of any other jurisdiction to the parties' rights or duties. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of San Francisco, California and any action arising out of this agreement shall be brought in the federal or state courts located in San Francisco. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement. To the extent caused by *force majeure*, no delay, failure, or default will constitute a breach of this Agreement. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

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4.6 *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

4.7 *Amendment.* Sideview may amend this Agreement by posting a new version at the Sideview website and providing Licensee with written notice thereof, provided such amendment will not become effective until the start of the first renewal term beginning 60 or more days after such notice. This Agreement may not be modified in any other way except through a written contract signed by authorized representatives of each party.