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DryLINK End User License Agreement - continued

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j. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Licensor shall be governed by the laws of the State of Delaware, excluding its conflicts of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Kent, Delaware, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

k. All notices required or authorized under this Agreement must be in writing and shall be sent, as applicable, to Licensor's legal department or to Licensor at Therma-Stor LLC Attn.: Legal Department, 9442 Capital of Texas Hwy North, Austin TX 78759 USA.

THERMA-STOR CONTACT:

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