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9. General Terms

9.1. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Israel, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the applicable courts situated within the city of Tel Aviv, Israel. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

9.2. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

9.3. Survival. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this
Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

9.4. **Headings.** The Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.5. **No Waiver; Amendments.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Amendments to the Agreement shall only be effective if in writing and signed by all parties.

9.6. **Assignment.** You may not assign your rights under this Agreement and any attempted assignment shall be void and of no effect. Zend may assign its rights and obligations under this Agreement.

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v. 2010-09-2