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6. Severability/Waiver

6.1. Severability: If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend the Agreement to reflect the original agreement to the maximum extent possible.

6.2. Waiver: No waiver of any contractual right will be effective unless in writing by an authorized representative of the waiving party. No waiver of a right arising from any breach or failure to perform will be deemed a waiver of any future right.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to any conflicts or choice of laws principles that would require the application of the laws of a different jurisdiction.

8. Jurisdiction

The parties hereby consent to the exclusive jurisdiction and venue in the state courts in Santa Clara County, California or federal court for the Northern District of California.

Organization: Netzschwiede GmbH

Project Name: FLARM-Radar

Project License: Apache v2.0

Job Title: _____

Print Name: FLARM-Radar

Signature: [Signature]

Date: 24.8.2012