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(b) Governing Law; Place of Venue. This License Agreement will be construed and governed in accordance with the laws of Austria, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction and venue of the courts of Vienna, Austria for any action or legal proceeding related to or arising under this License Agreement and waive any objections based on forum non conveniens; provided, however, that if for any reason said court does not have jurisdiction over the matter or a party, then Kofax may elect to commence any such action or proceeding in any court having jurisdiction over You. In each case, this License Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

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(g) Benefit of Agreement. This License Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

(h) Cumulative Remedies. Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

(i) Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure in performance under this License Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(j) Construction of Agreement. Each party acknowledges that it has had the opportunity to review this License Agreement with legal counsel of its choice and agrees that in the event that this License Agreement or any other documents delivered in connection with the transactions contemplated by this License Agreement contain any ambiguity, such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this License Agreement, which will be considered as a whole.

(k) Choice of Language. The original of this License Agreement has been written in English, which will be the controlling language in all respects. Any translations into any other language are for reference only and will have no legal or other effect.

(l) Personal Data; Consent to Process and Transfer. The parties agree to comply with any and all laws and governmental requirements that apply to their respective performance under this License Agreement, in particular the General Data Protection Regulation (EU) 2016/679 (“GDPR”). You agree that it is solely responsible for determining and complying with any and all laws and governmental requirements applicable or incident to Your use of the Software, including, without limitation, data protection laws affecting Your use or the retention of data, including any obligation to obtain consents related to any disclosure of personal data. You agree that Kofax, its affiliates, and agents may collect and use information You provide in relation to any support services performed with respect to the Software and requested by You. Kofax agrees not to use this information in a form that personally identifies You, except to the extent necessary to provide such services. You agree that Kofax may transfer Your information to the United States or other countries for use in accordance with this Section. In case Kofax processes Your personal data, as a data processor within the meaning of the GDPR, in the context of Your use of the Software, the Kofax’s Data Processing Addendum applies.