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6. GENERAL

6.1 Assignment. Licensee may not assign, delegate or otherwise transfer this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of GW.

Any attempt to transfer or assign this Agreement without such written consent will be null and void. GW may in its sole discretion assign, delegate or otherwise transfer this Agreement at any time.

6.2 Severability. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

6.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws provisions. The federal and state courts sitting in the State of California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of the courts of the State of California.

6.4 Entire Agreement. This Agreement, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement.

6.5 Export Control. Licensee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. Licensee agrees to indemnify GW, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of Licensee's breach of this provision. This export control clause shall survive termination of this Agreement.

6.6 Use of Customer Name. GW may include Licensee's name or logo as an GW customer in a list of representative customers. GW agrees to display the Licensee's name or logo in compliance with any publishing standards defined by Licensee. Prior to developing and publicizing any profile, case study or similar document published on GW's Web site or in hardcopy describing how GW's products are used by Licensee, GW agrees to obtain Licensee's specific approval.

6.7 Independent Contractors. The relationship of GW and Licensee established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. For a period of one (1) year following the completion of any Services performed for Licensee under this Agreement, Licensee shall not directly or indirectly employ, solicit for employment or contract with any GW personnel performing such Services for Licensee under this Agreement.

6.8 Audit. While this Agreement is in effect and for a period of one (1) year after it terminates, GW will have the right not more often than twice during any calendar year, on reasonable notice to Licensee and during normal business hours, to conduct an audit of Licensee's books, records, and supporting documentation that relate to any of Licensee's obligations under this Agreement.

I Agree