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#### **5. MISCELLANEOUS**

(a) Assignment. This Agreement will inure to the benefit of and will be binding upon the successors and permitted assigns of the parties, except that it may not be assigned by you by any means without the prior written consent of HART.

(b) No Waiver. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. A failure of either party to exercise any right provided for herein will not be deemed to be a waiver of any other right.

(c) Severability. Each provision of this Agreement is severable from the other provisions. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties and the subject matter, or by an arbitrator, the parties agree that the invalid or unenforceable provision will be replaced with a valid provision which approximates the intent and economic effect of the invalid provision as closely as possible. The other provisions of this Agreement will remain in full force and effect.

(d) Governing Law. The construction, interpretation and performance of this Agreement will be governed by the laws of the Commonwealth of Virginia, without giving effect to its choice of law rules. To the extent that it may otherwise be applicable, the parties expressly agree to exclude from the operation of this Agreement the United Nations Convention on Contracts for the International Sale of Goods, as amended and as may be amended further from time to time.

(e) Entire Agreement; Amendment. This Agreement sets forth the complete and entire agreement between you and HART concerning the subject matter herein. Your use of the Release Materials following release and delivery of any revised version will be deemed acceptance by you of the revised terms and conditions. If any of the revised terms and conditions is unacceptable to you, you must immediately cease using the Release Materials and remove them from all computers and devices on which you have installed them.