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20. NO WAIVER. The failure by any party to exercise any right or remedy provided for herein will not be deemed a waiver of any right or remedy hereunder.

21. GOVERNING LAW AND CHOICE OF FORUM. This EULA shall be governed by and interpreted in accordance with the laws of the State of Kansas, U.S.A., without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this EULA shall be resolved exclusively in the

federal or state courts situated within the 10th Judicial District of Kansas. To the maximum extent permitted by law, Licensee hereby consents to the jurisdiction and venue of such courts and waives any objections to the jurisdiction or venue of such courts.

22. DISPUTE RESOLUTION. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

22a. Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within 60 days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet in Overland Park, Kansas and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within 60 days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

22b. Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place in Overland Park, Kansas.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than 60 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The

award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

23. **LIMITATION OF LIABILITY.** Except to the extent prohibited by local law or for bodily injury, in no event shall Licensor or its subsidiaries, affiliates or suppliers, be liable for any direct, consequential, special, incidental, or indirect damages of any kind (including, without limitation, any loss of data, loss of profits or downtime costs) arising out of the use of, inability to use, or the results of use of, the Software, whether based in warranty, contract, tort or other legal theory, and whether or not advised of the possibility of such damages. In no event shall the total liability of Licensor or its suppliers for all damages, losses, and causes of action exceed the amount paid by the Licensee for the specific Software to which the liability is related.

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25. **HEADINGS.** The titles and headings of the sections of this EULA are provided as a convenience of reference. They do not modify or place any construction upon or on any of the provisions of this Agreement.

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