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### 7.2 Remedies and Legal Actions.

(a) The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, will not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the party with respect to such future performance will continue in full force and effect. The remedies under this Agreement will be cumulative and not alternative and the election of one remedy for a breach will not preclude pursuit of other remedies unless as expressly provided in this Agreement.

(b) Any dispute with SupportSoft, Inc. regarding this Agreement will be subject to the exclusive jurisdiction of the California state courts in and for San Mateo County, California or, if there is federal jurisdiction, the United States District Court for the Northern District of California, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. Such disputes will be governed in all respects by the substantive laws of the State of California, United States of America (excluding conflict of laws rules) as applied to agreements entered into and to be performed entirely within the State of California between California Residents, without regard to the U.N. Convention on Contracts for the International Sale of Goods. SupportSoft, Inc. is an express third party beneficiary of this Agreement and can enforce this Agreement as if a party hereto.

(c) All other disputes regarding this Agreement will be subject to the exclusive jurisdiction of the Colorado state courts in and for Denver County, Colorado or, if there is federal jurisdiction, the United States District Court for the District of Colorado, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. Such disputes will be governed in all respects by the substantive laws of the State of Colorado, United States of America (excluding conflict of laws rules) as applied to agreements entered into and to be performed entirely within the State of Colorado between Colorado residents, without regard to the U.N. Convention on Contracts for the International Sale of Goods.

(d) No action, regardless of form, related to the subject matter of this Agreement may be brought by the Licensee more than one year after the Licensee has knowledge of the occurrence which gives rise to the cause of such action.

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