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H. Data Exchanging Features. This Agreement does not grant you, and specifically excludes, the right to use the data exchanging features contained within a zipLogix Product that allow data exchange between the zipLogix Product and any other product. Use of such data exchanging features requires that you enter into a separate end user license agreement, unless zipLogix has otherwise given its consent for you to use such features. Please contact zipLogix for information with regard to obtaining a license to use the data exchanging features contained within the zipLogix Product. You agree that zipLogix and its affiliates may use the data entered into the forms by you for real estate related business purposes and for internal business purposes.

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time frame set forth in this Agreement. Without prejudice to any other rights, zipLogix may terminate this Agreement immediately and without notice if you fail to comply with any of the terms and conditions of this Agreement. In such event, you must immediately cease all use of the zipLogix Product, destroy all copies of the zipLogix Product and uninstall any and all versions of the zipLogix Product from each and every computer in which the zipLogix Product is installed.

SECTION 6. OWNERSHIP; ERC FORMS; THIRD PARTY FORMS; THIRD PARTY PRODUCTS/SERVICES; AIR ESSENTIALS FOR WINFORMS®.

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SECTION 9. MISCELLANEOUS.

A. Entire Agreement. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and zipLogix and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and zipLogix.

B. Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of California, U.S.A., excluding its conflict of law principles. Any action or proceeding brought in connection with this Agreement, whether in law or equity, will be filed exclusively in a court of competent jurisdiction located within the County of Los Angeles, State of California. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

C. Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and zipLogix as a result of this Agreement.

D. Indemnification. You agree to indemnify and hold zipLogix, its parents, subsidiaries, affiliates, and its and their directors, officers and employees, harmless from any claim, action, demand, loss, cost, expense or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct in connection with the zipLogix Product.

E. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

F. Information Regarding zipLogix Products and Services. You agree that zipLogix may send you information regarding products and services that may be interesting or valuable to you via the contact information you provided. If you no longer wish to receive information regarding such products and services, please make your request by visiting <http://support.zipform.com/emailsupport.asp> or call (586) 840-0140. We will implement your request as quickly as possible.

G. Survival. Sections 4 through 9, inclusive, shall survive the expiration or termination of this Agreement.

H. Typeface Designs. Certain zipLogix Products contain software which generates typeface designs. You may not separate the font software from the zipLogix Product.

I. Questions. Should you have any questions concerning this Agreement, or if you desire to contact zipLogix for any reason, please contact zipLogix at:

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