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**6. Governing Law and Jurisdiction.** This Agreement will be construed and controlled by Kentucky law, without giving effect to its conflict of law provisions. Each party consents to exclusive jurisdiction and venue in the state and federal courts in Jefferson County, Kentucky for any and all disputes, claims and actions arising from or in connection with the Database Materials and this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Uniform Computer Information Transactions Act does not apply to the Agreement.

**7. General.**

7.1 *No Waiver.* Licensor's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

7.2 *Survival of Terms.* If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.

7.3 *Assignment.* You may not assign, transfer or sublicense this Agreement or your rights (if any) under this Agreement. This Agreement will be binding upon all successors and assigns.

7.4 *Entire Agreement.* This Agreement constitutes the entire agreement between you and Licensor with respect to the Database and merges all prior and contemporaneous communications and proposals, whether electronic, oral or written, between you and Licensor with respect to the Database Materials.

7.5 *Right to Update Terms.* Licensor may update the terms of the Agreement without prior notice to you in order to, among other things, reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of content.