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- a) *Governing Law*. This EULA is governed by the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA. The parties hereby submit to the personal jurisdiction of the state

and federal courts in the state of Ohio. Exclusive venue for any litigation permitted under this EULA shall be with the state and federal courts located in the county of Franklin, state of Ohio.

- b) *Rights to Injunctive Relief.* You acknowledge that remedies at law may be inadequate to provide Readiness Analytics, if an aggrieved party, with full compensation in the event of your breach, and that Readiness Analytics shall be entitled to seek injunctive relief from a court of competent jurisdiction in the event of any such breach. Such injunction shall be in addition to, and not in lieu of other remedies available at law or in equity. You expressly agree that you shall not seek bond in connection with the issuance of any such injunction.
- c) *Assignment.* The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither this EULA nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part, by you without the express written permission of Readiness Analytics.
- d) *Severability.* If for any reason a court of competent jurisdiction or arbitrator finds any provision of this EULA, or any portion hereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this EULA will continue in full force and effect.
- e) *No Waiver.* Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision, and no waiver of one breach will constitute a waiver of subsequent breaches of the same or of a different nature.
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