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for NICE Software and Solutions
(Version 8.3)

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This Agreement is made under and shall be construed according to the laws of the State of California, excluding conflicts of law rules. Each party submits to the jurisdiction of the state and

federal courts of Santa Clara County and the Northern District of California for the purposes of this Agreement. You acknowledge that Your breach of this Agreement may cause irreparable damage and agree that AMD shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

12. GENERAL PROVISIONS

You may not assign this Agreement without the prior written consent of AMD and any assignment without such consent will be null and void. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any provision of this Agreement becomes or is declared unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect.

13. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties with respect to the Software and supersedes and merges all prior oral and written agreements, discussions and understandings between them regarding the subject matter of this Agreement. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and signed by an authorized representative of each party.