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Effective Date: March 26, 2019

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- 19. MISCELLANEOUS. This is the entire agreement between You and Panduit, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this EULA. The parties disclaim the application of the United Nations Convention on the International Sale of Goods, the Uniform Commercial Code and the Uniform Computer Information Transactions Act. This EULA is governed by the laws of the State of Illinois without regard to choice of law principles, and the applicable federal laws and international treaties of the United States of America. This EULA, which is in English, shall be interpreted in accordance with the commonly understood meaning of the words and phrases in the United States of America. This EULA may not be modified except pursuant to a writing signed by an authorized representative of Panduit. The parties agree that the terms and conditions of this EULA shall prevail notwithstanding contrary or additional terms in any purchase order, sales acknowledgment, confirmation or any other document issued by either party. If any provision of this EULA is held to be illegal, invalid, or unenforceable then that provision shall be fully severable from this EULA and shall not affect the legality, validity or enforceability of the remaining provisions of this EULA. Failure of Panduit to enforce any of the terms or conditions of this EULA, unless waived in writing, shall not constitute a waiver of Panduit's right to enforce each and every term and condition of this EULA.

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