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5. **Customer Obligations.** Customer shall: (a) be responsible for the integrity, protection and security of its data; (b) inform all parties authorized to use the Software of the relevant terms of the Agreement and be responsible for their adherence to such terms; and (c) keep records of Users and the extent of usage of the Software consistent with the Agreement and shall provide a copy of such records to SAS upon request.

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8.3. NOTHING IN THIS SECTION NULLIFIES SAS’ EXPRESS WARRANTIES OR LIABILITIES RELATING TO THE SOFTWARE, INCLUDING COMPONENTS LICENSED BY SAS’ LICENSORS, UNDER THE AGREEMENT.

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10. Governing Law; Export and Import Restrictions; Jurisdiction.


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10.3. **Jurisdiction.** All rights, duties, and obligations are subject to the applicable courts of North Carolina.

11. **General.**

11.1. **Severability.** If a court of competent jurisdiction finds any part of the Agreement unenforceable, that part is excluded, but the remainder of the Agreement stays in full force and effect.

11.2. **No Waiver.** Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in the Agreement waives any remedy SAS may have under the Agreement at law, in equity, or otherwise.

11.3. **Non-assignment.** Customer may not assign the Agreement or any of its rights or obligations hereunder whether voluntarily or involuntarily, and whether by means of merger, consolidation, sale of assets, dissolution, operation of law, or by any other manner, without SAS’ written permission, which permission will not be unreasonably withheld. Any purported assignment in violation of this subsection 14.3 is void and constitutes a material breach of the Agreement.

11.4. **Injunctive Relief.** Breach of SAS’ or SAS’ Licensors’ intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, SAS may protect those intellectual property rights through temporary restraining orders or injunctions, without the obligation of posting bond.

12. **Complete Agreement; Modifications.** The Agreement and invoices arising under it are the parties’ complete and exclusive statement relating to their subject matter. The individual accepting the Agreement by clicking “ACCEPT” represents that he or she has authority to bind Customer to the Agreement.