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EULA 2020

End User License Agreement

(hereinafter "EULA")

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In the event a dispute arises under or in connection with this EULA, you hereby consent to personal jurisdiction of the state and federal courts of Tennessee when the law of Tennessee applies. When the law of the Czech Republic applies you hereby consent to have the disputes finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court, whereas the Party that is unsuccessful in the dispute shall be obliged to reimburse the other Party for the costs of the proceedings.

Section 9. Severability

If any provision of this EULA is held to be unenforceable, in whole or in part and for any reason, such holding will not affect the validity of the other provisions of this EULA and the other provisions shall remain in full force and effect.

Section 10. Integration

This EULA sets forth the entire agreement and understanding between you and ZOOM, and supersedes and replaces any and all other communications, understandings, and agreements relating to the subject matter of this EULA, whether written or oral.

Section 11. No Waiver

The failure of any party to insist upon strict performance of any of the terms or provisions of this EULA, or the exercise of any option, right or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right or remedy, and such term, provision, option, right or remedy shall continue and remain in full force and effect.

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Except as otherwise expressly provided herein, the provisions of Sections 2, 3, 5, 6, 7, 8 and 10, together with any provisions that by their express terms or context apply to periods after termination of this EULA, shall survive termination of this EULA for any reason. For the avoidance of doubt, the survival shall not imply or create any continued right to use the Software after termination of this EULA.

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