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- 10.1. **Notices.** All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth in the Order Schedule, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.
- 10.2. **Governing Law; Venue.** The rights and obligations of the parties and the interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. The exclusive venue of any action shall be the state or federal courts located in Sacramento, California.
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- 10.4. **Assignment.** This Agreement may not be assigned or otherwise transferred by Licensee without the prior written consent of Synergex, which will not be unreasonably withheld. Licensee will be responsible for any transfer fees set forth by Synergex or Supplier.
- 10.5. **Conduct.** At all times during the term of this Agreement, Licensee will act in accordance with all applicable federal, state and local laws and regulations.
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