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6. **MISCELLANEOUS**

6.1 This Agreement will be governed by and construed in accordance with the laws of the state of Delaware excluding its conflicts of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas. BOTH PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO TRAIL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. Under certain circumstances, the governing law in this section might be superseded by the United Nations
Convention on Contracts for the International Sale of Goods (“UN Convention”) and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

6.2 This Agreement sets out the entire agreement between You and Zimbra for Your Contributions to Zimbra and overrides all other agreements or understandings.

6.3 If You or Zimbra assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

6.4 The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

6.5 If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

Zimbra, Inc.

By: ________________________________
Name: ______________________________
Title: ______________________________
Address: ____________________________
Address: ____________________________
Date: ________________________________

You:

By: ________________________________
Name: ______________________________
Title: ______________________________
Address: ____________________________
Address: ____________________________
Date: ________________________________