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Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

17. **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules in force at the time this Agreement is accepted by you when you click on the "Accept" button and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by you and one by Andritz and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either you or Andritz fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.
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20. **SURVIVAL.** All terms of this Agreement which by their nature should apply after the cancellation, completion, or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof, including, but not limited to Sections 4, 7, 10, 11, 12, 14, and 19.
21. **GENERAL.** If any provision is held invalid or unenforceable it shall be reformed only to the extent necessary to make it enforceable. This Agreement sets forth the entire agreement between you and Andritz relating to the subject matter hereof. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained in any purchase order form for the Software. This Agreement may be amended only by a writing executed by Andritz and agreed to by you. The failure by either party to enforce any provision of this Agreement will not be deemed a present or future waiver of that or any other provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the parties. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

To contact Andritz or if you have any questions about this Agreement:

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