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This Agreement shall be covered by and construed in accordance with the laws of New York State; United States of America, without giving effect to conflict of law's provisions thereof. The parties expressly disclaim the applicability of the United Nations Convention on Contracts for the international Sale of Goods. All disputes arising out of or in connection with the Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the international Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Rochester, New York. The arbitration shall be conducted in the English language. The foregoing notwithstanding, NST may seek preliminary, temporary, or permanent injunctive relief and other equitable remedies in any court of competent jurisdiction prior to or during arbitration and may enforce the aware of the arbitrator in any court of competent jurisdiction.

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Each party (the "Receiving Party") may receive or be given access to the business, product or service or customer information of the other Party (the "Disclosing party"), that is marked or otherwise identified as "proprietary" or "confidential" or that is of such a nature that a reasonable person would understand such information to be proprietary of confidential ("Confidential Information"). A Party's confidential information shall not be deemed to include information that (a) is or becomes publicly known other than through any act or omission of the Receiving party; (b) was in the other Party's lawful possession without any

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obligations of confidentiality before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; (d) is independently developed by the Receiving party without use of or reference to the Confidential Information of the Disclosing Party, which independent development can be shown by written evidence; or is required to be disclosed by applicable law, by any court of competent jurisdiction of by any regulatory or administrative body, provided the Receiving Party will promptly notify the Disclosing party upon learning of any such legal requirement, and reasonable cooperate with the Disclosing Party in the exercise of its right to protect the confidentiality of the Confidential information before any tribunal or governmental agency.

#### 11 ENTIRETY OF THE AGREEMENT

This agreement shall constitute the complete, final and exclusive agreement between NST and Licensee with respect to the subject matter hereof, and supersedes all proposals, oral or written, and all other communications between the parties relating to this subject matter hereof; provided that all confidentiality and mutual non-disclosure agreements previously executed by Licensee and NST shall remain in full force and effect. If any of the terms and conditions of this Agreement is held by any competent court or authority to be invalid or unenforceable in whole or in part, the validity of the reminder of this Agreement shall not be affected thereby and shall remain in full force and effect. The additional or conflicting terms of Licensee's purchase order or other ordering documents (other than quantity, price, and delivery terms shall not amend the terms of the Agreement and are hereby rejected.

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