The Software and Cloud Application consist of "commercial items," "commercial computer software" and "commercial computer software documentation," as those terms are used in FAR Subpart 12.2, DFARS 227.7202 and other government acquisition regulations, as applicable. Any use, duplication, or disclosure of the Software or Cloud Application by the U.S. government is permitted solely as expressly provided in Section 2 above, and is subject to restrictions as set forth in these Terms.

17. General

These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflict of laws rules or principles. The parties to these Terms irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the State of California for any disputes arising under these Terms. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. You may not assign, delegate or transfer these Terms or any of your rights or obligations hereunder without our prior written consent, and any attempt to do so will be void. We may assign these Terms without your consent. These Terms constitute the entire agreement between you and us regarding the Software and Cloud Application, and they supersede and replace any prior agreements and understandings between you and us regarding the Software or Cloud Application.

18. **Contacting Us**

If you have any questions regarding these Terms please contact us via email at licensing@zimperium.com.

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