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and confidential information, without posting of bond or other security, in addition to all other remedies available to it under this Agreement or other applicable law.

**16. GOVERNING LAW; CHOICE OF VENUE.** This Agreement and all rights and obligations hereunder shall be construed under and in accordance with the substantive laws of the Commonwealth of Virginia with respect to claims governed by state law and the laws of the United States with respect to claims arising under the laws of the United States, without regard to conflicts of laws principles and excluding the Convention on Contracts for the International Sale of Goods. Any action arising from or relating to this ELUA, or the conduct of the parties under this ELUA, shall be commenced and heard solely within a federal or state court of competent jurisdiction found within the boundaries of the United States District Court for the Eastern District of Virginia, Richmond Division, and Tridium and you each consent to personal jurisdiction and venue in any such court.

**17. MISCELLANEOUS GENERAL TERMS.** During the term of this Agreement and 24 months thereafter, Tridium or Tridium's designee can, during normal business hours upon reasonable notice, access, inspect and audit, your compliance with the Agreement and you will furnish such information and access to personnel as Tridium may reasonably request. You may not assign or transfer this Agreement without Tridium's prior written consent, except that you may assign this Agreement or your rights and obligations under this Agreement solely to a purchaser of the real property and/or hardware on which the software is installed, provided (i) you provide the purchaser with a copy of this Agreement and (ii) the purchaser agrees to comply with all of the terms and conditions of this Agreement. Tridium may assign this Agreement without your consent. Any descriptions of future product direction or intended updates (including new or improved features) are for informational purposes only and are not binding commitments on Tridium to deliver any material, code or functionality. The development and release of any such updates is at Tridium's sole discretion, unless agreed upon otherwise in writing. Tridium reserves the right to charge additional fees for new or improved features or functionality. Notices must be provided in English and in writing to a party's address (including electronic address) specified in the Order, and will be effective upon (i) three business days after sending it by reputable overnight courier; or (ii) except for notices of termination or a claim which must be sent by courier, three business days after sending it by email. Delays or failures in performance beyond a party's reasonable control are excused (except failure to pay). Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches and waivers must be in writing. The parties are independent contractors of the other. The controlling version of the Agreement is the English language version. The Agreement is the entire agreement, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. Conflicts among the Agreement will be resolved by giving precedence as follows: (a) any document or clause that states its precedence is before other terms of the Agreement for its subject matter; (b) EULA; (c) Price List and (d) Order. Customer purchase orders are identified only to authorize payment and are not a part of the Agreement or controlling. We may update the Agreement terms from time to time. Continued access or use of the Licensed Software constitutes your consent to any such updates or changes.