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 - b. ***To protect Subscriber against any financial loss in the event that the Interactive Brokers Information System, or any Data contained therein, is unavailable to Subscriber (because of temporary or permanent technical outages or for any other reason), Subscriber agrees to maintain a "backup" source of data, separate and independent of Interactive Brokers, for any critical uses or systems (such as trading or investment systems) of Subscriber.***

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10. Third-Party Beneficiaries: Each of the Data Suppliers, and each of IB's affiliates, is an intended third-party beneficiary of this Agreement, and may enforce all rights and obligations in its favor contained in this Agreement.
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12. Assignment: This Agreement may be assigned without prior notice by IB to any third party upon such third party's agreement to comply with IB's obligations under this Agreement. This Agreement may not be assigned by Subscriber.
13. Law and Jurisdiction for Dispute Resolution: This Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Connecticut, United States of America, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Connecticut.
14. Privacy Policy: Any personal information sent by Subscriber to IB will be subject to the Interactive Brokers Group Privacy Statement, which can be found on IB's website.
15. Termination:
 - a. IB may terminate this Agreement at any time upon notice to Subscriber. IB may terminate this Agreement immediately with or without notice to Subscriber in the event that Subscriber breaches any term of this Agreement or any term contained in a Data Supplier Agreement (in which case, Subscriber shall immediately forfeit the right to receive the Software and Data for the current and all future Subscription Months).
 - b. Subscriber may terminate this Agreement in accordance with the terms of paragraph 5.g above.
 - c. Paragraphs 5.h and 6 through 14 shall survive termination or expiration of this Agreement.