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### **16.0 GENERAL PROVISIONS**

This AGREEMENT constitutes the entire agreement between the parties concerning the subject matter hereof. This AGREEMENT may be amended only by writing signed by both Parties.

**16.1. Severability.** If any provision or part thereof of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions or parts thereof shall remain in full force and effect, and the Parties shall endeavor to give effect to the Agreement as originally contemplated before the provision or part thereof was held to be invalid or unenforceable to the maximum extent permitted by law.

**16.2. No Implied Waivers.** The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof.

**16.3. Governing Law.** This Agreement shall be construed under the laws of Canada and the Province of Ontario, as applicable, without regard to its principles of conflicts of law.

**16.4. Force Majeure.** Neither Party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, or embargoes.

**16.5. Modifications.** No amendment, changes to, or waiver of any provision of this Agreement shall be effective unless reduced to writing and signed by authorized representatives of both Parties.

**16.6. Multiple Counterparts, Facsimile and Electronic Copies.** Modifications to this Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile or electronic signatures shall be treated as original.

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**16.8. Entire Agreement.** This Agreement sets forth and constitutes the entire agreement and understanding between the Parties with respect to the Licensed Software, and supersedes all prior Agreements and representations, whether oral or written, relating to the subject matter thereof.

**16.9. No Rules of Construction.** The Agreement shall not be interpreted in favour or against a Party on the basis of the existence or absence of legal representation in the case of either Party.

**16.10. Assignment.** The Licensee may not assign this Agreement without the advance written consent of Licensor whose consent may be withheld in Licensor's sole discretion.

**16.11. Inurement.** This Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and permitted assigns.

**16.12. Amounts in United States Dollars.** Except as otherwise specified in this Agreement, all amounts stated in this Agreement are in United States Dollars.

**16.13. Survival.** Except as otherwise provided in this Agreement or as required by law, the provisions of this Agreement shall survive the termination or rescission of this Agreement for any reason.

**16.14. Acknowledgement.** Each Party acknowledges that it has read the Agreement, and each Party understands and agrees to be bound by its terms and conditions.