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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.

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