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Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

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## **12. Miscellaneous.**

12.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of [the Province of Ontario, Canada] without reference to conflicts of law rules and principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. Any dispute arising out of the interpretation or application of the terms of this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the Commercial Arbitration Rules of the

American Arbitration Association in Washington, D.C. Any award rendered by the arbitrator shall be final and binding on the parties and any judgment on such arbitration award may be enforced in any court of competent jurisdiction. Nothing in this Section 12.1 shall prevent a party hereto from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings.

12.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

12.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

12.4. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at [info@logicsoftware.net](mailto:info@logicsoftware.net) or call Logic Software, Inc. at (416) 907-9944 or write: *Logic Software Inc., 18 Sommerset Way, Suite 312, Toronto, ON M2N 6X5, CANADA.*

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