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TASKE may terminate this license due to Your failure to comply with any of the provisions of this Agreement. Upon termination, all Your

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9. Governing Law

This Agreement shall be governed by the laws in force in the Province of Ontario, Canada without giving effect to the principles of conflicts of law, and excluding that body of law applicable to choice of law. The United Nations Convention for Contracts for the International Sale of Goods shall not apply. The venue for any disputes arising under or in respect of this Agreement shall be Ottawa, Ontario, Canada.

10. General

- a) If any provision or part thereof of this Agreement is found to be invalid or unenforceable, such provision or part thereof shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.
- b) A delay or failure by either party to exercise any right, or a partial or single exercise of any right, shall not constitute a consent to any subsequent breach. Neither party shall be responsible for any failure or delay in complying with the terms of this Agreement resulting from events of force majeure beyond the control of such party which could not be avoided by exercise of due care.
- c) You shall have no right to assign this Agreement any rights or obligations under this Agreement. TASKE may assign this Agreement to a third party without the need to obtain your written consent.
- d) This Agreement shall be to the benefit of and be binding upon the parties, their successors and permitted assigns.
- e) This Agreement contains the complete understanding and agreement of the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter herein. It is understood that the Confidentiality and Non-Disclosure Agreement entered into between the parties hereto and dated as of [insert date] survives execution and termination of this Agreement. This Agreement may be amended only in writing and executed by both parties.
- f) The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux presentes confirmant que c'est leur volonté que la presente convention de même que tous les documents, y compris les avis, qui s'y rattachent, soient rédigés en anglais.
- g) The provisions of this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive, including without limitation, Sections 2, 4, 5(d), 6, 8, 9 and 10.
- h) Each Party shall execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to carry out the full intent and meaning of this Agreement.