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16.1 This Agreement constitutes the complete agreement between Licensor and Licensee with respect to the subject matter hereof. The terms of this Agreement shall supersede and prevail over any conflicting terms in any purchase order or other Licensee-issued instrument. Licensee specifically agrees that any Licensee-generated pre-printed terms or general terms and conditions included or referenced in any purchase order or other Licensee-issued instrument shall not apply. No Licensor agent or employee is authorized to make any amendment to this Agreement, unless such amendment is in writing and signed by a duly authorized representative of Licensor.

16.2 This Agreement shall be construed and disputes hereunder shall be settled under the laws of the State of Delaware, United States of America (USA), without regard to its conflict of laws principles. Licensee and Licensor agree to the exclusive jurisdiction of, and venue in, the state or federal courts of the State of Delaware, USA, in any dispute arising out of or relating to this Agreement. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Notwithstanding the foregoing or anything to the contrary, Licensor shall have the right to bring claims in any court of competent jurisdiction to enforce any intellectual property rights and/or protect any confidential information.

16.3 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Licensee may not assign or transfer, by operation of law or otherwise, this Agreement (or any of the licenses or other rights or obligations hereunder), without Licensor's prior written consent. Any attempted assignment or transfer in violation of the foregoing shall be void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee’s consent.
16.4 If any provision of this Agreement is invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement. The parties further agree to substitute a valid provision for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.

16.5 Ambiguities, inconsistencies, or conflicts in this Agreement, will not be strictly construed against the drafter of this Agreement; rather, they will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. The section headings in this Agreement are for convenience only and will not be of any effect in constructing the meaning of the Sections.

16.6 Neither Licensor nor its Affiliates will be liable or responsible for delay or failure to perform any obligations under this Agreement (or any Order Document) occasioned by any cause beyond their reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to their reasonable control.

16.7 Except as otherwise specified herein, any notice given under this Agreement shall be in writing, and deemed received when delivered in person, by private courier, or by certified or registered mail, return receipt requested.

16.8 The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.