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- (a) the replacement of the Product to which the breach relates or the supply of an equivalent Product;
- (b) the repair of the Product;
- (c) the payment of the cost of replacing the Product or of acquiring an equivalent Product; or
- (d) the payment of the cost of having the Product repaired.

## **8. INDEMNIFICATION**

8.1 Licensee shall indemnify and hold harmless Licensor and its affiliates and related entities, and its and their respective successors, licensees (other than Licensee) and assigns,

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9.1 IN NO EVENT WILL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY CLAIMS OR LOSSES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACTUAL, EXTRA-CONTRACTUAL OR OTHERWISE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE OR OTHER SPECIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE TRAINING, SUPPORT OR MAINTENANCE SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT.

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- 10.2 Receipt by Licensee of Enhancements do not, by implication, extend the Term of this Agreement.
- 10.3 All terms of this Agreement which, by their nature or context, are intended to survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement, as the case may be.

## **11. GOVERNING LAW AND JURISDICTION**

11.1 This Agreement shall be governed by and construed in accordance with the substantive laws of the Province of Québec and the federal laws of Canada without regard to its conflicts of law provisions. To resolve any legal dispute arising from this Agreement, Licensee and Licensor agree to the exclusive jurisdiction of the courts and tribunals of the Province of Québec located in the judicial district of Montreal and Licensee undertakes to refrain from making any Claim that the foregoing legal forum is not convenient or appropriate.

## **12. GENERAL**

12.1 The parties expressly request that this Agreement as well as any documents relating thereto be drawn up in English. *Les parties ont expressément exigé que cette convention ainsi que tous les documents s’y rattachant soient rédigés en langue anglaise.*

- 12.2 Licensee acknowledges that this Agreement constitutes the full and complete statement of the agreement between Licensor and Licensee with respect to the subject-matter hereof and supersedes any previous or contemporaneous agreements, understandings or communications relating to such subject matter.
- 12.3 Licensor may unilaterally modify these terms and conditions from time to time by sending a new set of terms and conditions to Licensee. In such case, Licensee shall be prompted to review the revised Agreement (the “**Revised Agreement**”) and accept it prior to continuing to use the Product. The Licensee shall be deemed to have accepted the Revised Agreement based on their continued use of the Product subsequent to their review of the Revised Agreement.
- 12.4 This Agreement will extend to and be binding upon the successors, legal representatives and permitted assigns of the parties. This Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Licensee. Licensor, in its sole discretion, may assign its rights and obligations under this Agreement and licenses granted under this Agreement to any third party.
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