

End-User License Agreement for KingswaySoft Integration Gateway Software

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- 18.1** Entire Agreement. This Agreement, including the Third Party Software agreements, constitutes the entire agreement between the parties concerning Licensee's use of Software, and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to Software. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both Licensee and Licensor.
- 18.2** Email Address for Notices. At the time of new License activation, Licensee shall provide Licensor a valid email address for the provision of any notices and correspondence in connection with this Agreement and shall notify Licensor via license@kingswaysoft.com of any change(s) to that email address thereafter. It is important to note, the email address provided by Licensee is important for the provision of such notices, including in relation to the autorenewal of the License Terms (if applicable). It is Licensee's responsibility to provide and maintain an up to date email address. Licensee agrees that Licensor may store such contact details and use the provided email address to notify Licensee in accordance with the terms of this Agreement.
- 18.3** Reservation of Rights. Licensor reserves the right at any time to cease the support of the Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

- 18.4** Opportunity to Review. Licensee hereby declares that Licensee has had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory "form contracts" ("adhesion contracts") regulations shall not be applicable to this Agreement.
- 18.5** Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.
- 18.6** No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 18.7** Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any legal action or proceeding related to this Agreement shall be instituted in a provincial or federal court located in the Province of Ontario, Canada. Licensor and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. Notwithstanding the foregoing, Licensor is entitled to seek immediate injunctive relief in any jurisdiction in the event of any alleged breach of Section 4 and/or to otherwise protect its intellectual property.