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13. GENERAL PROVISIONS.

A. You will be responsible for the payment of all taxes, duties, levies, and other charges, including, but not limited to sales, use, gross receipts, excise, VAT, ad valorem and any other taxes, any withholdings or deductions, import and custom taxes, any duties, or any other charges imposed by any taxing authority (excluding any taxes based on the Licensor’s income) with respect to the fees payable to Licensor in connection with this Agreement.

B. This Agreement contains the entire agreement between You and Licensor, supersedes any other agreement or discussions, oral and written, concerning the subject matter hereof, and may not be modified or amended except by a written amendment signed by both parties.

C. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

D. You may provide Licensor with a valid purchase order; provided, however, purchase orders are to be used solely for your accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this License Agreement. Any such purchase order provided to Licensor shall in no way relieve you of any obligation entered into pursuant to this License Agreement including, but not limited to, your obligation to pay Licensor the appropriate license fees.

E. You agree that in the event of a breach or threatened breach of this Agreement, Licensor may suffer irreparable harm and will be entitled to specific performance, and preliminary and/or permanent injunctive relief to enforce this Agreement without the need to post bond and that such relief shall be in addition to, and not in lieu of, any monetary damages or other relief a court of competent jurisdiction, whether at law or equity, may award.

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