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- 16.10. Entire Agreement; Severability. Subject to the other terms and conditions of this Agreement, this Agreement



is the entire agreement between Spanning and Licensee regarding Licensee’s use of the Software, and supersedes and replaces any previous communications, representations, or agreements, or Licensee’s additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing, signed by both parties.

- 16.11. Force Majeure. Each party’s obligation (other than Licensee’s obligation to pay Fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.
- 16.12. Waiver. The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of any of its obligations with respect to such performance, or constitute a waiver of such party’s right to insist upon the full and timely performance in the future of any of the other party’s obligations under this Agreement.
- 16.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party.

The parties have caused this Agreement to duly authorized, executed and delivered as of the Effective Date.

Licensee	[Spanning Entity]
By:	By:
Name:	Name:
Title:	Title
Effective Date:	