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**WHEREAS**, LICENSEE desires to license the PROGRAM and LICR desires to grant a license on the following terms and conditions.

NOW, THEREFORE, in consideration of the promises and covenants made herein, the parties hereto agree as follows:

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#### **7. MISCELLANEOUS**

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7.3 Notice. Any notices under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, recognized national overnight courier, confirmed facsimile transmission, confirmed electronic mail, or registered or certified mail, postage prepaid, return receipt requested. All notices under this Agreement shall be deemed effective upon receipt.

7.4 Amendment and Waiver; Entire Agreement. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by all parties. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes prior agreements or understandings between the parties relating to its subject matter.

7.5 Binding Effect; Headings. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

7.6 Governing Law. This Agreement is governed by the laws of Switzerland and the Canton of Vaud.