

BLUEDOT EULA

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6. Term; Termination

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10. Governing Law

This EULA shall be governed by the laws of the Ontario, Canada, without reference to conflict of law or choice of law principles or decisions. Nothing in this EULA will be interpreted or construed so as to limit or exclude the rights or obligations of either party (if any) as to which it is unlawful to limit or exclude under the relevant national laws and, where applicable, the laws of any Member State of the European Union which implement relevant European Communities Council Directives.

11. General

11.1. Unenforceability. If for any reason a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be illegal, prohibited, void or unenforceable for any reason, that provision of the EULA shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this EULA shall continue in full force and effect.

11.2. Headings. Save as otherwise provided herein, references to sections are to those contained in this EULA. Headings are inserted for convenience only and do not affect the construction of this EULA.

11.3. Construction. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and words importing persons include corporations.

11.4. Waiver. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.

11.5. Entire Agreement. This EULA contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or in writing. No addition or modification to this EULA is valid unless made in writing and signed by authorized personnel of BLUEDOT and You.