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13. Governing Law. This Agreement will be deemed to have been made and performed exclusively in the Province of Ontario, Canada and will be governed by and construed under the laws thereof, without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any claim arising from or in connection with this Agreement and agree not to bring any action or proceeding against us in any jurisdiction other than the Province of Ontario.

14. Entire Agreement. This Agreement constitutes the entire agreement between you and us with respect to its subject matter and cancels and supersedes any prior understandings and agreements. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and us other than as expressly set forth in this Agreement. You represent and warrant that you have not been induced to enter into this Agreement by any other statement, representation or warranty not contained in this Agreement. The headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

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