

# MOBIFORM VantagePoint Silverlight Controls Version 2.0

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This Agreement shall be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by any means, including without limitation, operation of law or merger, by Licensee without the prior written consent of Supplier, which will not be withheld unreasonably.

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Any notice required under this Agreement shall be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) via electronic mail. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement.

## **13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA. Any litigation or other dispute resolution between the parties relating to this Agreement shall take place in the State of Florida. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that district.

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If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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