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This Agreement shall be governed by and construed in accordance with the laws of Commonwealth of Virginia, notwithstanding conflict of laws provisions.

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The relationship between the parties shall be limited to performance of their respective obligations as set forth in this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties or to authorize either party to act as agent for the other party, or to permit either party to restrain or otherwise bind the other party. No party shall be liable for any of the actions, omissions, or indebtedness of the other party.

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All notices required under this Agreement shall be provided electronically to the Licensor or Licensee according to the email addresses provided. Licensee or Licensor is responsible for timely notifying the other party of any change in its email address. Absent an email address, Licensee may specify a mailing address or fax number to which notice is to be sent.

12. ENFORCEABILITY
If any portion of this Agreement shall be found to be void, voidable or illegal, remaining provisions, to the extent permitted by applicable law, shall continue to have full force and effect.

13. WAIVERS
The failure of either party to insist upon adherence to any provision of this Agreement will not be construed as a waiver of the other provisions of this Agreement. All waivers must be in writing.

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