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- (ii) the Software and the Documentation are original works that, to the Grantor's knowledge, do not violate any copyright.

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During this warranty period, to identify and resolve any problems relating to the Software, refer to the documentation provided by the Grantor for the phone number to use and the hours of operation of its support phone service.

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You expressly undertake to use the information relating to the Software you receive in conformity with the license and to hold such information in confidence without disclosing it to any third party during this Agreement and at all times subsequent to its termination or expiration for whatever reason.

You agree to implement reasonable security measures to protect such trade secrets and copyrighted material.

13. NON TRANSFERABILITY

Neither this Agreement nor any rights or licenses granted hereunder may be assigned or delegated without the prior written consent of the Grantor and Radio IP. Any such assignment or delegation in breach of this undertaking is void and results in the immediate termination of this Agreement.

14. TERMINATION

If you breach any of the terms and conditions of this Agreement or refuse or neglect to pay the applicable license fees, the Grantor will have the right to terminate this Agreement immediately. You undertake in such an event to surrender the Software and the Documentation and destroy any copies made.

15. ENTIRE AGREEMENT

All prior proposals, understandings, and other agreements, whether oral or written between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties.

16. GOVERNING LAW

This Agreement, its construction, performance, scope, validity and effects are governed and will be construed in accordance with the laws applicable and in force in the Province of Quebec and Canada*. (see section 18)

17. VENUE

The parties agree, for any claim or judicial proceedings for whatever reason relating to this Agreement to designate the judicial district of Montreal, Province of Quebec, Canada, as the appropriate venue for the hearing of these claims or judicial proceedings, to the exclusion of any other judicial district or jurisdiction that may have the right to hear such dispute*. (see section 18)

18. SPECIAL CONDITIONS

The terms and conditions specified in sections 1 (Trial Period), 2.c (Grant of full license), 10 (Warranty), 16 (Governing Law) and 17 (Venue) may be overruled by the terms and conditions included in a written contract produced by the Grantor that has been approved by Radio IP and signed by You.

19. SCOPE OF AGREEMENT

This Agreement binds the parties thereto as well as their legal representatives. You agree that Radio IP is a third party beneficiary of all of the terms and conditions stipulated in this Agreement and may invoke them at all times without the intervention of the Grantor.



20. LANGUAGE

The parties confirm hereby that they each require that this Agreement and all documents and notices in connection therewith be drawn up in English. Les parties reconnaissent par les présentes que chacune d'elles a exigé que cette convention et tout document ou avis y afférant soient rédigés en anglais.

21. RESTRICTIONS

You should not install this software where prohibited by International Trade Canada Agency.

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