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16. **SEVERABILITY.** If any provision of this Agreement is invalid under any applicable law, it is to be modified to the minimum extent necessary to be deemed valid, or if that is not feasible, than to the minimum extent necessary will be deemed omitted. All other terms and conditions remain in effect.

17. **NON-WAIVER.** No delay or failure of either party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

18. **APPLICABLE LAW.** This Agreement shall be construed and governed by the internal laws of the State of Pennsylvania excluding its provisions on conflicts of laws. The parties consent to the exclusive jurisdiction of the federal and state courts located in Pennsylvania, provided Gravic shall be entitled to enforce its proprietary rights or any judgment under this Agreement in any other applicable jurisdiction.

19. **NOTICES.** All notices required or permitted by this Agreement shall be in writing and shall be sent by certified mail or by reputable overnight delivery service.

20. **FORCE MAJEURE.** A party will not incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, other than payment obligations, if such delay or failure is caused by events, occurrences, or causes beyond the control and without negligence of such party. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions.

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