

## End User License Agreement and Limited Product Warranty for CARIS and Optech Products v1.0

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## **13. SEVERABILITY**

- 13.1. If for any reason a court finds any provision or portion of this EULA to be unenforceable, the remainder of this EULA will continue in full force and effect.

## **14. MODIFICATIONS**

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- 16.1. The parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to this EULA, including its interpretation, performance, or termination. If the parties are unable to resolve such dispute, either party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the ADRI Arbitration Rules of the ADR Institute of Canada, Inc., which shall administer the arbitration and act as appointing authority. The arbitration,

including the rendering of the decision and/or award, shall take place in Vaughan, Ontario, Canada, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the parties. Examination of witnesses by the parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the parties. The cost of this transcript shall be borne equally by the parties. The award and/or decision of the arbitrator shall (a) state the reasons upon which the award is based and (b) shall be final and binding upon the parties. The expense of the arbitration, including, but not limited to, the award of attorneys' fees to the prevailing party, shall be paid as the arbitrator determines. Both parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either party. The arbitrator shall be instructed that no award may be made of consequential, punitive or multiple damages.

- 16.2. The Licensee consents to the operation of this Section and irrevocably waives its sovereign immunity from all actions or proceedings in connection with any arbitration or post-arbitral enforcement.

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