

# Terms and SLA

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(d) If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.

(e) This Agreement is not assignable, in whole or in part, by Licensee without the prior written consent of vdR, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement to an affiliate or in connection with a merger or sale of all of Licensee's stock or all or substantially all of the assets of Licensee. Any attempt at assignment by you, including by means of merger, acquisition, operation of law or otherwise, that is not expressly permitted under the terms of this Agreement or that is done without such consent shall be null and void and of no force and effect.

(f) If by reason of labor disputes, strikes, lockouts, riots, war, pandemics, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the reasonable control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages suffered or incurred by the other party due to the above causes.

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