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Any disputes concerning the invoice must be submitted in writing, within five (5) business days of the invoice date, or the licensee shall be deemed to have accepted the invoice as issued.

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The license contained in this Agreement will terminate automatically without notice from SUPERSTOCK if Licensee fails to comply with any provision of this Agreement.

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### **14. Severability**

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

### **15. Choice of Law/Attorney's fees**

This Agreement will be governed in all respects by the laws of the State of FLORIDA, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of Florida for Duval County and the United States District Court for the District of FLORIDA located in Jacksonville are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If SUPERSTOCK is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse SUPERSTOCK for its legal fees and disbursements if SUPERSTOCK is successful.

### **16. Waiver**

No action of SUPERSTOCK, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

### **17. Entire Contract**

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties.