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Any disputes concerning the invoice must be submitted in writing, within three [3] business days of the invoice date, or the licensee shall be deemed to have accepted the invoice as issued.

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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 New York, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of New York for New York County and the United States District Court for the District of New York located in New York City 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 COMPANY is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse COMPANY for its legal fees and disbursements if COMPANY is successful.

16. Waiver

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

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