

Wyvern End User License Agreement (EULA)

Internal Use License

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- e. AMENDMENT. This EULA may be amended or supplemented only by a writing that refers to this EULA and that is signed by both parties.
- f. WAIVER. The failure or delay by a party to require performance of any provision of this EULA does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- g. SEVERABILITY. If any provision of this EULA is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- h. COMPLIANCE WITH LAWS. Licensee is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this EULA, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, its international and domestic legal obligations to suppress bribery and corruption of government officials.
- i. NOTICES. All notices of termination or breach must be in writing, in English. The email address for notices sent to Wyvern is legal@wyvern.space. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- j. CONTROLLING LANGUAGE. This EULA is drafted in the English language only. English will be the controlling language in all respects, and all versions of this EULA in any other language are for accommodation only and will not be binding on the parties.
- k. GOVERNING LAW. This EULA and any action related thereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties will initiate any lawsuits in connection with this EULA in Toronto, Ontario Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. Notwithstanding the foregoing, a party may commence lawsuits to seek injunctive relief with respect to a violation of its Intellectual Property Rights or breach of confidentiality obligations; in each case, in any appropriate jurisdiction. The

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