

12. Force Majeure

12.1 Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").

12.2 The party unable to fulfill its obligations due to Force Majeure will immediately:

12.2.1 notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure;

12.2.2 use all responsible endeavors to avoid or remove the cause and perform its obligations.

13. Waiver

No delay, neglect or forbearance by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party.

14. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect.

15 Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other party at the address as shown in Schedule A.

16. Assignment

The Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Licensor, which shall not be unreasonably withheld.

17. Amendments

Any modification to or variation of this Agreement must be in writing and signed by authorized representatives of the Licensor and the Licensee.

18. Survival

The provisions of this Agreement, which are capable of having effect after termination of this Agreement shall remain in full force and effect following the termination of the Agreement.

19. Entire Agreement

The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior Agreements and understandings (if any) with respect to the subject matter of this Agreement.

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