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The last Nine sections are intended to be independent of each other and the failure of essential purpose of any portion of any of them shall not affect any other clause or limitation.

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**Force Majeure**

A party shall be excused from performing its obligations in this Agreement if prevented or hindered from doing so by acts of God, floods, earthquakes, war, acts of the public enemy, riots, acts of military authorities, labor disputes, strikes, fires, embargoes, unavailability of power or communications facilities, or from circumstances beyond its reasonable control.

**Governing Law**

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the United States of America, without giving effect to its conflicts of laws provisions or principles.

**Entire Agreement; Waiver; Modification; Amendment**

The terms and provisions contained in this Agreement constitute the complete, final, and entire agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, warranties, understandings, and representations, written or oral, between the parties as to the subject matter hereof. No modification or amendment of this Agreement shall be enforceable against a party unless in writing and signed by the party against whom such modification or amendment is sought to be enforced. No failure on the part of a party to exercise, no delay in exercising, and no course of dealing or performance with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or future exercise thereof, or the exercise of any other right, power, or privilege under this Agreement.

**Successors and Assigns**

User may not assign this Agreement (including by operation of law) without the prior written consent of UNITY. Any such attempt to assign shall be null and void. The rights and obligations of the parties shall inure to the benefit of and shall be binding upon the parties, their respective successors, assigns, heirs, and personal representatives. Nothing in the Agreement is intended to or shall confer on any Person other than the parties hereto or their respective permitted successors or assigns, any rights or remedies under or by reason of this Agreement.

**Captions**

The captions and headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit or in any other way described the scope of this Agreement or the intent of any provision hereof.

**Severability**

The parties agree that if any part, term, or provision of this Agreement is held illegal or invalid, the validity of the remaining portions or provisions (or the applicability of the provision to other Persons or in other circumstances) shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal or invalid.

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