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9 MISCELLANEOUS

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9.3 No Agency

Nothing in this Agreement creates any agency, partnership, joint venture, or employment relationship. You do not have any authority of any kind to bind Northwoods.

9.4 Governing Law

This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of New Hampshire. The Federal and State courts of the State of New Hampshire shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such courts, whether on the basis of the doctrine of *forum non conveniens* or otherwise. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.5 Legal Effect

If any provision in this Agreement shall be determined to be invalid, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall continue in full force and effect. The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision of this Agreement.

9.6 Entire Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties with respect to its subject matter and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement.

Date: September 1, 2026 – nwoods.com/licenses