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# 9. General Provisions

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9.6 <u>No Waiver</u>. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

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9.8 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If Licensee purchased the license for the Licensed Materials in Canada, Licensee agrees to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

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