



## **SOUNDELUX ANNUAL MEMBERSHIP PLAN AGREEMENT**

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- (F) If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected, and, if permitted, the court or arbitrator(s) shall apply any "blue pencil" rule that may be applicable, so as to enforce the lawful intent of the parties, as found by such court or arbitrator(s).
- (G) No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
- (H) This Agreement may be executed in counterparts and by facsimile, scan (i.e., pdf), or email signatures, each of which when executed shall be deemed to be an original for all purposes, and together shall constitute the agreement of the parties hereto, fully binding and with full legal force and effect.
- (I) This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario, Canada applicable to agreements entered into and wholly performed therein, and the jurisdiction of any dispute hereunder shall be with the Ontario Court.



(J) This agreement constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto.

Order and License Number: *Click to enter Order/License Number*

AGREED AND ACCEPTED:

*Click to Enter Licensee*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

AUTHORIZED BY:

Sound Ideas

\_\_\_\_\_  
Brian Nimens

President & CEO



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