

18. *General Provisions*

18.1. Unless otherwise specified, all terms and provisions shall be applicable throughout the Term.

18.2. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, by a court of competent jurisdiction, then such court shall correct the defect in a narrowly tailored manner to approximate the manifest intent of the Parties.

18.3. This Agreement shall not be amended or modified except by: (a) ACES providing notice of such amendment or modification and such amendment or modification are accepted and incorporated herein by this reference upon Assent or (b) written document signed by both Parties.

18.4. Sections 1 and 5 through 18, inclusive, shall survive any termination of this Agreement.

18.5. Subject to Section 15, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

18.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of law principles. User consents to personal jurisdiction, as well as exclusive venue for any Claim regarding or arising out of this Agreement in the appropriate state or federal court located in Clark County, Nevada.

18.7. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties with respect to the subject matter of this Agreement shall be of any force or effect.