

15.3 Language, Interpretive Rules. This Agreement is executed in the English language only. This Agreement has been fully negotiated by the Parties and will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. The Section headings used in this Agreement are for convenience only and are not to be used in interpreting this Agreement.

15.4 Attorneys' Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party will be entitled to recover its costs, including attorneys' fees.

15.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.6 Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights or remedies available at law or in equity or by any other agreement between the Parties.

15.7 No Partnership. This Agreement does not create any joint venture, partnership or formal business entity or organization of any kind.

15.8 Severability. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. If any provision in this Agreement is determined to be unenforceable in equity because of its scope, duration, geographical area or other factor, then the court making that determination will have the power to reduce or limit such scope, duration, area or other factor, and such provision will be then enforceable in equity in its reduced or limited form.

15.9 Entire Agreement; Amendments; No Reliance. This Agreement is not an offer by Valve and it is not effective until signed by both Parties. This Agreement, including the Exhibits attached hereto, which are incorporated by this reference, and any Addenda, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications and proposals, whether electronic, oral or written, between the Parties with respect to such subject matter. Neither Party has relied in entering into this Agreement on any statement, inducement or representation that is not set forth in this Agreement. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Valve and Company by their respective duly authorized representatives, or by an amendment or addendum submitted by Company and accepted by Company and Valve via an acceptance process similar to the process by which this Agreement was accepted.

VALVE CORPORATION

By

Name

Title

Signature Date











COMPANY

By

Name

Title

Signature Date
