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General. This Agreement may be executed in counterparts; signed copies of this Agreement sent via facsimile shall have the same legal effect as original documents. The prevailing party in any action arising from or related to this Agreement shall be entitled to its reasonable attorneys' fees and costs. Failure to require performance of any provision or waiver of a breach of a provision does not waive a party's right to subsequently require full and proper performance of that provision or this Agreement. If any provision of this Agreement is declared invalid, the remainder of this Agreement will continue in full force and effect. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The parties agree that a material breach of this Agreement would cause irreparable injury to Panasas for which monetary damages would not be an adequate remedy and Panasas shall be entitled to equitable relief and remedies in addition to any legal remedies it may have without the requirement to establish the inadequacy of any legal remedy and without the requirement to post any bond. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.