

Dojo Toolkit

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```

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* A single-file Javascript-alike engine

*

* Authored By Gordon Williams <gw@pur3.co.uk>

*

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*

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Article 11 - MISCELLANEOUS PROVISIONS

11.1. EXCUSABLE EVENTS

Neither Party shall be liable for any or all delay, or failure to perform the Agreement, that may be attributable to an event of force majeure, an act of God or an outside cause, such as, notably, defective functioning, or interruptions affecting the electricity or telecommunications networks, blocking of the network following a virus attack, the intervention of the government authorities, natural disasters, water damage, earthquakes, fire, explosions, strikes and labor unrest, war, etc.

11.2. The fact that either Party may fail, on one or several occasions, to

invoke one or several of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its entitlement to invoke said provision(s) subsequently.

11.3. The Agreement cancels and replaces any or all previous agreement, whether written or oral, between the Parties and having the same purpose, and constitutes the entirety of the agreement between said Parties concerning said purpose. No supplement or modification to the terms and conditions hereof shall be effective as regards the Parties unless it is made in writing and signed by their duly authorized representatives.

11.4. In the event that one or several of the provisions hereof were to conflict with a current or future applicable act or legislative text, said act or legislative text shall take precedence, and the Parties shall make the necessary amendments so as to be in compliance with said act or legislative text. All the other provisions shall remain effective.

Similarly, the fact that a provision of the Agreement may be null and void, for any reason whatsoever, shall not cause the Agreement as a whole to be null and void.

11.5. LANGUAGE

The Agreement is drafted in both French and English. In the event of a conflict as regards construction, the French version shall be deemed authentic.

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13.2. In the absence of an out-of-court settlement within two (2) months as from their occurrence, and unless emergency proceedings are necessary, the disagreements or disputes shall be referred to the Paris Courts having jurisdiction, by the first Party to take action.

Version 1.1 of 10/26/2004

Jstree

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FullCalendar

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d3pie

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Version 2, June 1991

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