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12. **FORCE MAJEURE.** If the performance of Vendor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Vendor, then Vendor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

13. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

14. **NO ASSIGNMENT.** You may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

15. **ATTORNEYS FEES.** In the event of legal action brought by either party, the prevailing party shall be entitled to reimbursement of actual legal fees and related expenses.

16. **MODIFICATION.** This Agreement may be modified or amended at the sole discretion of Vendor.

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