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 SEVERABILITY. If any provision of this agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement.

WAIVER. The waiver by either party of any breach of any provisions of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

ASSIGNMENT. This Agreement may not be assigned by You, nor any of Your rights or obligations hereunder, to any third party without prior written consent of the other party (which shall not be unreasonably withheld). In the event that this Agreement is assigned effectively to a third party, this Agreement shall bind upon successors and assigns of the parties hereto.

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