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- 7. <u>Waivers</u>: All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- **8.** <u>Severability</u>: If any provision of this Agreement is adjudicated to be unenforceable, such provision shall be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect.
- **9.** <u>Assignment</u>: Licensee may not assign this Agreement. Licensor may assign this Agreement to a successor (whether by merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise) that agrees to assume Licensor's obligations under this Agreement. Any attempted assignment or transfer in violation of this Section shall be void and of no force or effect.
- **10.** Entire Agreement: This Agreement, and any attachment that is expressly incorporated in this Agreement, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties. In the event of a conflict between any provision of this Agreement with any other attachment or document, this Agreement shall control.

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