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10.1 The Licensor's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The parties agree that each provision of this Agreement is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void, or unenforceable, that provision or part of the

provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

10.2 No amendment, modification, or waiver of this Agreement or any provision hereof will be effective unless it is in writing and signed by a duly authorized representative of the Licensor.

10.3 Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, then such provisions will be ineffective to the extent of the court's ruling. All remaining portions of this Agreement will remain in full force and effect.

10.4 The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

10.5 Neither party will be responsible or liable for failure to fulfill its obligations under this Agreement (except for payment of any license fees or other fees) due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, pandemic, epidemic, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law or order of government, civil or military authorities; provided that the party failing to perform in such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

10.6 The headings and captions of the sections and paragraphs of this Agreement are for convenience of reference only and are not to be used to modify or interpret this Agreement.

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