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The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

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If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any

modification or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.