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11. **MISCELLANEOUS.**

11.1 **SEVERABILITY.** In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this Agreement to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed will be deleted and the remaining provisions of this Agreement will continue in full force and effect.

11.2 **WAIVER.** Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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