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8.1 Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of New York, U.S.A., as applied to agreements entered into and to be performed in New York by New York residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving New York, New York.

8.2 Waiver and Severability. Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

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