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## **9. Miscellaneous**

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**10.2 Assignment and Merger.** In no event may User assign its rights or delegate its obligations hereunder or any portion thereof without CFRA’s prior written consent. This Agreement constitutes the sole and complete agreement between the parties with regard to its subject matter, and may not be modified or amended except by a writing signed by both parties hereto.

**10.3 Waiver.** No waiver of any breach of any provision of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.

**10.4 Severability & Survival.** If any of the provisions of this Agreement shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement. Instead, this entire Agreement shall be construed as though not containing the invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly. The provisions of this Agreement which by their nature ought reasonably to survive termination or expiration of the term shall survive any such termination or expiration and continue in full force and effect.