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Severability

If any term or provision of this Agreement, or any portion thereof, or the application thereof to any person[s] or circumstances shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is so judicially held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

No Waiver

The failure of ICG to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Entire Agreement

This Agreement contains all the terms of the Agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

Applicable Law

This Agreement shall be construed under the laws of the State of California without resort to its conflicts of laws rules.

Construction

This Agreement shall be interpreted in a fair and impartial manner without regard to such factors as the party that drafted this Agreement or the relative bargaining power of the parties.
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Binding Effect; Further Assurances
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors-in-title, representatives and permitted assigns; and the parties hereby agree for themselves and their heirs, executors, administrators, successors and assigns to execute any instruments and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

Time is of the essence of this Agreement.

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