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- 11.4. Relationship. The parties are independent contractors. No agency, partnership, or joint venture is created by this Agreement.
- 11.5. Entire Agreement; Modification; Severability; Waiver. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter hereof. This Agreement may not be modified or altered except by a written instrument duly executed by both parties. If any provision of this Agreement is deemed to be unenforceable, that provision shall be enforced to the maximum extent permitted to affect the parties’ intentions hereunder, and the remainder of this Agreement shall continue in full force and effect. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. In the event of any inconsistency among the Price Quotation, the Statement of Work (if any), and the Agreement, the controlling provisions shall be determined by reference to the following order: (i) Statement of Work (if any), (ii) Price Quotation, and (iii) Agreement.
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Licensee: _____

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Title: _____

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