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(c) **Attorneys' Fees.** If either the Company or Licensee employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

(d) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement signed by an authorized representative of the Company.

(e) **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the

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(f) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

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(i) **Assignment.** Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Licensee without the prior written approval of the Company.