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11. Miscellaneous

a. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, State of Connecticut without regard to choice of law principles. Each party hereby submits to the non-exclusive jurisdiction of the Courts, Federal and State, located in the State of Connecticut, with venue in Fairfield County, with respect to any dispute arising hereunder.

b. This Agreement shall be binding upon and inure to the benefit of the successors, representative, administrators and permitted assigns of the parties hereto.

c. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties regarding the subject matter.

d. No waiver by any party hereto of any breach of any term or provision of this Agreement shall constitute a waiver of or assent to any succeeding breach of the same or any other term or provision of the Agreement.

e. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the Agreement and the remainder of this Agreement shall be interpreted so as best to reasonably affect the intent of the parties hereto. Notwithstanding the foregoing, if any provision of this Agreement shall be held to be unenforceable because of the duration or scope thereof, the parties agree that the court or authority making such determination shall have the power to reduce the duration or scope of such provision such that the provision shall be enforceable as modified by such court or authority.

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