

Effective date: August 15th 2020.

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- 10. NO WAIVER.** No action taken by either party pursuant to this EULA, and no waiver by either party, whether express or implied, of any provision or right in this EULA or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this EULA, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.
- 11. SURVIVAL.** Unless by its nature a provision cannot survive this EULA, the provisions of this Agreement shall survive the expiration or any termination of this Agreement.

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