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9. NOTICES. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be considered effective when delivered by electronic mail with confirmed receipt, or three days from deposit in the U.S. mail, postage prepaid, and addressed to the party at its corporate headquarters address noted on its website, unless a different address shall have been designated in writing and communicated in writing to the other party pursuant to the notice provisions of this Section.

10. GOVERNING LAW. All questions concerning the validity, operation, interpretation, performance, and construction of this Agreement will be governed by and determined in accordance with the laws of the Commonwealth of Massachusetts, USA, without reference to its conflicts of laws principles, and the courts of which shall have exclusive jurisdiction over any disputes arising hereunder.

11. NO WAIVER. Neither party shall by, mere lapse of time, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by a party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

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