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11. Governing Law; Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice of law rules. All disputes arising out of this Agreement, or use of the Content, shall be brought in the state or federal courts of New York, and you consent to the exclusive personal jurisdiction of such forum and venue for all such disputes.

12. Headings.

The descriptive section headings set forth herein are inserted for convenience of reference only, do not constitute a part of this Agreement and shall not control or affect the meaning or construction of any provision of this Agreement.

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If for any reason any provision of this Agreement is determined to be unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of this Agreement will continue in full force and effect.

14. Waiver.

Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the waiving party.

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