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The headings used in this Agreement are for convenience only and are not to be considered in construing the terms and conditions of this Agreement.

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If for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated.