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Notices to Licensee shall be sent to the address specified beneath Licensee's signature and to Licensor to: Director, Office of Technology Transfer, Argonne National Laboratory, 9700 South Cass Avenue, Argonne IL 60439. Notice shall be deemed effective on the date of delivery if delivered by personal delivery (including overnight mail by private carrier) or on the date of mailing if delivered by certified mail.

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- (b) The headings of the several sections of this Agreement are included for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (c) In the absence of applicable Federal law, this Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
- (d) The failure or forbearance by Licensor or Licensee to enforce any right or claim against the other party shall not be deemed to be a waiver by Licensor of a claim or right or claim hereunder. The waiver by Licensor or Licensee of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

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IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

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