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(b) **Independent Contractors.** Nothing in this Agreement shall be construed to imply a joint venture, partnership or agency relationship between the parties; Licensor shall be considered an independent contractor when performing any services in connection with this Agreement.

(c) **Waiver.** No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions and will not be effective unless made in writing and signed by an authorized representative of the waiving party.

(d) **Severability.** If any provision or portion of this Agreement is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be given full force and effect, and the parties agree to negotiate, in good faith, a substitute valid provision which most nearly affects the parties' intent in entering this Agreement.

(e) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to principles of conflicts of laws. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the State of Delaware with respect to any actions for enforcement of or breach of this Agreement. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded.

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