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- 23. **Assignment.** You may not assign this Agreement without SpinSci's prior written consent which will not be unreasonably withheld.
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- 25. **Waiver.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. SpinSci's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- 26. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by FAX, email, overnight courier service, mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in the Sales Form other in other writing between the parties.
- 27. **Governing Law and Venue.** Notwithstanding the Territory, this Agreement will be governed by both the substantive and procedural laws of the State of Texas, U.S.A., excluding its conflict of law rules. Any dispute regarding this Agreement will be heard in the state or federal courts having jurisdiction in Dallas, Texas, U.S.A. and you agree that you shall be subject to the personal jurisdiction of such courts.
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