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12.3 Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

12.4 Any term and condition of this EULA may be amended or waived only in writing.

12.5 If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. If a court of competent jurisdiction finds any clause of this Agreement unenforceable, that clause shall be enforced to the fullest extent allowable based force and effect.

12.6 Nothing herein shall be construed to create partnership, joint venture, fiduciary duty, or other such legal association or relationship between the parties. This agreement is not for the benefit of third parties.

12.7 Our performance under this Agreement is subject to interruption and delay due to causes beyond our reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, industrial or labour dispute and the like.

12.8 The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

12.9 All official communications, notices, requests to MAVERYX shall be in Italian or English, refer specifically to this Agreement, the ORDER FORM and/or LICENSE Number, contain your contact information and be sent by registered letter or via email with return receipt to the following addresses: Maveryx S.r.l. Via Francesco Caracciolo, 15 80122, Napoli, Italy

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