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6.3.1 Those specified in Paragraphs 2.1.2, 3, 4, 5.1, 5.4 and 5.7 above.

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- 7.5** Either party's failure to perform any term or condition of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities, or other Acts of God) shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 7.6** The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 7.7** The failure of either party to require performance by the other party of any provision of this Agreement will not affect its full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. As witness the hands of the parties the day and year below first written.

****Amended to supersede all former agreements dated 08/28/2007.**



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****Amended to supersede all former agreements dated 08/28/2007.**