ICSI HEALTH CARE GUIDELINES

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- c. THE LIMITATIONS OF THIS SECTION 8 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- 9. <u>Severability</u>. The provisions of this Agreement will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions.
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- 12. <u>No Inference</u>. For convenience, this Agreement has been drafted in final form by one of the parties; accordingly, in the event of ambiguities, no inference will be drawn against any party solely on the basis of authorship of this Agreement.
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- 15. <u>Entire Agreement</u>. This Agreement forms the entire agreement between Customer and ICSI concerning this transaction and supersedes all prior agreements and representations of the parties, oral or written, related to the subject matter hereof.
- 16. Amendments. This Agreement may not be amended except in writing signed by both parties.