

NeXT Sampler License Agreement

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If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity shall not affect the validity of the remaining provisions of this Agreement, and the parties will substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

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This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties, whether written or oral, with respect hereto. No modification to this Agreement shall be of any force or effect unless made in writing signed by each party.

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