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<u>Severability</u>. If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof) notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

<u>Assignment</u>. This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by user, but may be freely transferred, assigned, or delegated by AFM.

<u>Waiver</u>. Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.