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(c) In addition to the terms of this Agreement that by their nature would so survive, the provisions of paragraphs 2(a), 3, and 5 through 8 will survive the termination of this Agreement.

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8. Miscellaneous. Each party to this Agreement is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, agency, joint venture, or fiduciary relationship between the parties. Neither party shall act or have authority to act as an agent for or of the other party for any purpose whatsoever. This is the entire agreement of the parties concerning the Intellectual Property. If the parties decide to change the Agreement or waive any of the terms of the Agreement, they must do so in writing. The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.