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## 6. General

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- 6.2 This Agreement will be construed and governed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflict of law provisions applicable therein. In the event that a party to this Agreement perceives the existence of a dispute with the other party concerning any right or duty provided for herein, the parties will confer as soon as practicable in an attempt to resolve the dispute. If the parties are unable to resolve such dispute amicably, then the parties hereby submit to the exclusive jurisdiction of and venue in the federal and state courts located in the Commonwealth of Massachusetts with respect to any and all disputes concerning the subject of this Agreement.
- 6.3 Licensee will not use Institute's name, any adaptation thereof, any Institute seal, logotype, trademark, or service mark, or the name, mark, or logotype of any Institute employee, representative, or organization in any way without the prior written consent of Institute.
- 6.4 A waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of that provision or a waiver of any breach of any other provision of this Agreement.
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- 6.7 Notices and other communications under this Agreement will be in writing and will be deemed to have been received as of the date sent if sent by public courier (e.g., Federal Express) or by Express Mail, receipt requested, and addressed as follows:

**If for Institute:** Belfer Office for Dana-Farber Innovations  
Dana-Farber Cancer Institute, Inc.  
450 Brookline Avenue  
Boston, MA 02215  
Attn: Vice-President, Dana-Farber Innovations

**If to Licensee:** To the e-mail address provided in the Login.

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