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Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

Questions concerning this Agreement should be sent to the address set forth below. Any notices or correspondences will only be effective if sent by prepaid Certified Mail, Return Receipt Requested, to such address.

Heavyocity Media, Inc. 307 7th Avenue Suite 1203 New York, NY 10001

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