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If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

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This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software

## **SCHEDULE A**

### **TEMPORARY EVALUATION ATTACHMENT**

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