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(d) Exclusive Remedy. The foregoing states Tungsten's entire liability and Your exclusive remedy concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

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(c) Tungsten will under no circumstances be for consequential and indirect damages and for loss of profits and other economic loss.

(d) This Section 7 shall apply analogously to Tungsten's liability for wasted expenditures (*Produkthaftungsgesetz*, i.e., investments made in reliance on this License Agreement).

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(a) **Term.** The term of this License Agreement and Your licenses of the Software will commence as of the first to occur of the date of Your acceptance of this License Agreement or the date the Software is made available to You, and will continue until the termination of the licenses or the expiration of the term of the licenses of the Software, unless earlier terminated as specified in a Sales Order or as provided below. Any other terms of this License Agreement or a Sales Order to the contrary notwithstanding, if You license the Software on a term basis, you are required to pay all license fees for the entirety of such term and You will not be excused from such payment notwithstanding Your surrender or other or termination of such licenses during such term.

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(c) **Rights and Obligations upon Termination or Expiration.** Upon termination of this License Agreement, all rights granted to You hereunder will immediately cease and You will (i) immediately discontinue all use of the Software, and (ii) destroy all copies of the Software. Termination of this License Agreement for any reason will not excuse Your obligation to pay in full any and all amounts due for the Software, nor will termination result in a refund of any fees paid by You for the Software.

(d) **Continuing Obligations.** The terms and conditions in this License Agreement that by their nature and context are intended to survive any termination of this License Agreement, including, without limitation, Sections 4 (Intellectual Property), 6 (Intellectual Property Indemnification), 7 (Limitation of Liability), 8 (Trademarks), 9 (Term and Termination), 10 (Audit), and 11 (Miscellaneous), will survive such termination of this License Agreement for any reason and will be fully enforceable thereafter.

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(a) Notices. All notices, demands or other communications under this License Agreement must be in writing and reference this License Agreement, and will be deemed effectively delivered to the party when delivered at the address for such party as last provided to the other, subject to modification by giving notice as provided herein. Notices may be delivered: (a) by email using a method that positively establishes receipt of the email by the recipient; (b) by personal, same or next day delivery; or (c) by commercial overnight courier with written verification of delivery. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch.

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(c) Severability. If any one or more of the provisions of this License Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be binding between the parties. In the event any provision of this License Agreement is found to be invalid, illegal, or unenforceable, the parties will modify that provision in a manner that gives effect to the intent of the parties in entering into the License Agreement.

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(g) Entire Agreement. This License Agreement (including the Tungsten Licensing Policies) constitutes the entire understanding and agreement between the parties with respect to the subject matter of this License Agreement and supersedes all previous agreements and communications between the parties concerning such subject matter. No modifications may be made to this License Agreement except in writing, signed by both parties, and any terms in Your purchase order or other purchasing documents provided by You which conflict with or are in addition to the terms of this License Agreement will not operate to modify or amend the terms of this License Agreement, any Sales Order, or other terms or pricing conditions provided in a quotation provided by Tungsten for the Software..

(h) Benefit of Agreement. This License Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

(i) Cumulative Remedies. Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

(j) Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure in performance under this License Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(k) Construction of Agreement. Each party acknowledges that it has had the opportunity to review this License Agreement with legal counsel of its choice and agrees that in the event that this License Agreement or any other documents delivered in connection with the transactions contemplated by this License Agreement contain any ambiguity, such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this License Agreement, which will be considered as a whole.

(l) Choice of Language. The original of this License Agreement has been written in English, which will be the controlling language in all respects. Any translations into any other language are for reference only and will have no legal or other effect.

(m) Personal Data; Consent to Process and Transfer. You agree to comply with all applicable laws and regulations which may govern Your use of the Software, including, but not limited to, laws pertaining to the collection, use and disclosure of personal data and to the transfer of personal data over state or other jurisdictional lines. You agree that Tungsten, its affiliates, and agents may collect and use information You provide in relation to any support services performed with respect to the Software and requested by You. Tungsten agrees not to use this information in a form that personally identifies You, except to the extent necessary to provide such services. You agree that Tungsten may transfer Your information to the United States or other countries for use in accordance with this Section. In case Tungsten processes Your personal data, as a data processor within the meaning of the General Data Protection Regulation (EU) 2016/679, in the context of Your use of the Software, the Tungsten's Data Processing Addendum applies.