

ColumbiaSoft Corporation
Perpetual License Agreement
(On-Premise EULA)

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15. **Termination; Effect of Termination.** Licensor may terminate this Agreement immediately upon written notice at any time if Licensee is in breach of any term, condition or covenant of this Agreement and fails to cure such breach within 30 days after written notice thereof. Sections 1, 3, 4, 6, 9, 10, 11, 12, 13, 15 through 23, and any other provisions of this Agreement that are, by their nature, intended to continue, will survive any expiration or termination hereof. Upon termination of this Agreement for any reason, Licensee will cease all use of the Software.
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17. **Injunctive Relief.** Licensee understands that any breach of this Agreement will cause Licensor irreparable damage for which recovery of money damages alone would be inadequate. Licensor will therefore be

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20. **Assignment.** This Agreement is not assignable or transferable by Licensee without the prior written consent of Licensor, whether by operation of law, merger, or sale of assets. For the purposes of this Section, a change in the persons or entities that control fifty percent (50%) or more of the equity securities or voting interest of Licensee will be considered an assignment by Licensee. Licensor may assign or transfer its rights and/or duties under this Agreement without Licensee's permission or approval.
21. **Attorney's Fees.** The Parties hereby agree that the Party who is not the substantially prevailing Party with respect to any dispute, claim or controversy related to or arising under this Agreement will pay the reasonable costs actually incurred by the substantially prevailing Party in relation to the dispute, claim or controversy, and any appeal thereof, and any enforcement of an award, including reasonable attorneys' fees.
22. **Waiver; Remedies.** Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. Licensor's remedies set forth herein are not exclusive and are in addition to all other remedies available at law or in equity, none of which will be deemed as waived by virtue of Licensor's exercise of any other remedy.
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