

ColumbiaSoft Corporation
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(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 (including the obligation to timely pay fees in accordance with Section 5) and fails to cure such breach within 10 days after written notice thereof. Termination of this Agreement will automatically terminate all Orders outstanding at the time of the termination. Upon any termination, Licensee will remain responsible for all monies due and owing by Licensee. 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

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19. **Entire Agreement; Modifications.** This Agreement (including all Orders) sets forth the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, whether oral, written or otherwise. This Agreement may only be modified, waived or amended in a writing signed by Licensee and Licensor. In the event of a conflict between the terms of this Agreement and any Order, the terms of this Agreement will control.
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. Licensee will also be liable for all costs of collection incurred by Licensor for Subscription Fee amounts deemed delinquent including reasonable and customary legal and collection agency fees incurred.
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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by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.