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YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE PRODUCT MAY HAVE A MECHANISM WHEREBY PWI CAN DISABLE THE SOFTWARE PRODUCT. YOU AGREE THAT PWI MAY USE ANY SUCH MECHANISM IN THE EVENT OF YOUR BREACH OF THIS EULA.

ACTIVATION & COMPLIANCE MECHANISM

You acknowledge and agree that the SOFTWARE PRODUCT may incorporate a mechanism that sends SOFTWARE

PRODUCT activation and EULA compliance information to PWI. You acknowledge and agree that the SOFTWARE PRODUCT may have a mechanism that interacts with PWI's license activation servers.

MAINTENANCE

The SOFTWARE PRODUCT will be under Maintenance for any period of time for which such Maintenance has been purchased from PWI. Maintenance entitles you to receive any new SOFTWARE PRODUCT updates released within the Maintenance period. You are also entitled to submit support issues to PWI under the terms of the then prevailing support policy. You must comply with PWI's then prevailing product registration policies in order to qualify for support and updates.

TERMINATION

- **Breach of EULA.** Without prejudice to any other rights, PWI may immediately and without notice terminate this EULA and all rights granted hereunder if you fail to comply with any of the terms and conditions of this EULA.
- **Infringement Claims.** In the event of a claim of intellectual property infringement by any third party relating to the SOFTWARE PRODUCT ("INFRINGEMENT CLAIMS"), PWI reserves the right to immediately terminate this EULA and the rights granted hereunder.
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including but not limited to, claims for personal injury or property damage.

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PWI shall not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the SOFTWARE PRODUCT caused by any acts of God, strikes, lockouts, riots, acts of war, changes in law or regulations, fire, flood, earthquake, storm, power failure or failures of the Internet.

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This EULA constitutes the entire understanding and agreement between PWI and you with respect to the transactions contemplated in this EULA and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this EULA, all of which are merged in this EULA. This EULA shall not be modified, amended, or in any way altered except by an instrument in writing signed by both of the parties. In the event that any provision of this EULA is found invalid or unenforceable pursuant to judicial decree, the remainder of this EULA shall remain valid and enforceable according to its terms. Any failure by PWI to strictly enforce any provision of this EULA will not operate as a waiver of that provision or any subsequent breach of that provision. IT IS EXPRESSLY UNDERSTOOD AND AGREED TO THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

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By clicking on the appropriate box or signing below, you indicate that you have the authority to bind yourself and any entity indicated below to the terms of this EULA.