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3. **Termination.** All licenses shall terminate (a) immediately, in the case of a breach of Section 1, and (b) thirty (30) days (or ten (10) days in the case of non-payment) after notice of any other breach of this Agreement by Licensee that remains uncured at the end of any notice period. A license shall also terminate upon the expiration of any applicable license period specified for the applicable Licensed Product on the Teradici price list (as applicable) or such other license period as has been expressly agreed to by Teradici (provided that, in any case, a free evaluation license shall have a license period of not more than ninety (90) days). Upon any termination, Licensee shall immediately cease all use of the Licensed Product and return or destroy all copies of the Licensed Product and all portions thereof and so certify to Teradici. Except as otherwise expressly provided herein, the terms hereof shall survive any termination. Termination is not an exclusive remedy and all other remedies shall be available whether or not termination occurs.

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c. **Required Disclosure.** Licensee may disclose Confidential Information: (i) as approved in a writing signed by Teradici; (ii) as necessary to comply with any law or valid order of a court or other governmental body; or (iii) as necessary to establish the rights of either party, but only if, in the case of Section 4(c)(ii) and Section 4(c)(iii), Licensee (A) promptly notifies Teradici the particulars of the required disclosure; and (B) gives Teradici all assistance reasonably required by Teradici to enable Teradici to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

d. **Responsibility for Representatives and Affiliates.** As applicable, Licensee is responsible for ensuring that its employees, authorized representatives and affiliates fully comply with the obligations of the Licensee under this Section 4 (Confidentiality).

5. **Limited Warranty and Disclaimer.** THE LICENSED PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) FROM ANYONE INCLUDING TERADICI'S SUPPLIERS OR LICENSORS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, TERADICI DOES NOT WARRANT RESULTS OF USE OR THAT THE LICENSED PRODUCT IS BUG FREE OR THAT THE LICENSED PRODUCT'S USE SHALL BE UNINTERRUPTED.

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7. **Feedback.** Licensee hereby grants a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any Teradici product or service any suggestions, recommendations, requests for enhancement or other feedback provided by Licensee and related to the Licensed Product.

8. **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Teradici shall be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

9. **Miscellaneous.** Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Licensee (and any attempt to do so shall be void). An assignment by operation of law or a change of control (directly or indirectly) shall be defined as an assignment or transfer under this Agreement. Teradici may assign and transfer this Agreement and the licenses granted hereunder without restriction. The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent to or requested of Teradici required or permitted hereunder shall be in writing addressed to: Teradici Corporation, Attention: Finance & Legal Department, Suite 101, 4621 Canada Way, Burnaby, BC V5G4X8, Canada. No failure or delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing, and any pre-printed or standard terms of any purchase order, confirmation or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. The substantially prevailing party in any action to enforce this agreement shall be entitled to recover its attorney's fees and costs in connection with such action. The Licensed Product (a) was developed at private expense and includes trade secrets and Confidential Information; (b) is a commercial item consisting of commercial computer software and commercial computer software documentation regulated under FAR 52.227-14 and DFARS Section 227.7202 and shall not be deemed to be non-commercial computer software and/or non-commercial computer software documentation under any provision of DFARS; and (c) is NOT offered to US Government agencies under the commercial computer software license set forth at FAR 52.227-19. Consistent with 48 CFR 12.212 and 48 CFR 227.7202 as applicable, the Product is licensed to government end users solely as a commercial item and with only those rights as are granted to other end users under the terms of this Agreement. Technical data relating to commercial items shall be made available to the Government consistent with the requirements and limitations of FAR 52.227-14 or DFARS 252.227-7015, as applicable. The terms "commercial computer software," "commercial computer software documentation," "technical data relating to commercial items," shall have the meanings relating to each such term as are set forth in the aforementioned FAR and DFARS clauses, as applicable. All rights not expressly granted are expressly reserved by Teradici. Licensee is responsible for all acts and omissions of its affiliates or any person or entity whom Licensee is permitted under this Agreement to allow the use of or access to the Licensed Product. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.