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END USER LICENSE AGREEMENT

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- 8) **TERMINATION**. This EULA is effective as of the Effective Date and shall continue until terminated by either party. You may terminate this EULA for your own convenience and without cause by written notice at any time. In such event, you shall pay to CWRU or its licensor all amounts due as of the effective date of such termination for convenience. CWRU or its licensors may terminate this EULA upon thirty (30) days written notice to you. Upon termination of this EULA, you shall discontinue use of the Software.
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 - a) **No Waiver**. No delay or omission by CWRU or its licensors to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the terms of this EULA shall impair any such right or power to be construed to be a waiver of any succeeding breach thereof or any covenant, condition or agreement herein contained.
 - b) **No Assignment**. You may not assign or subcontract this EULA without the prior written consent of CWRU.
 - c) **Severability**. If any provision of this EULA is found to be illegal, invalid, unenforceable or void by a court of competent jurisdiction, then both parties shall comply with the provisions to the extent permitted by law. However, if the remaining provisions of this EULA shall not be affected by such finding, then such remaining provisions not so affected shall be enforced to the fullest extent permitted by law.
 - d) **Headings**. Section headings contained in this EULA are for reference purposes only and are not a part of this EULA.
 - e) **Entire Agreement**. This EULA and the CWRU Privacy Policy supersede all other proposals, agreements, understandings, statements and representations, written or oral, concerning the subject matter hereof, and constitutes the entire binding agreement between the parties as to the subject matter of this EULA.
 - f) **Governing Law and Forum**. This EULA, its subject matter and the parties' respective rights under this EULA shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of laws provisions of that or any other jurisdiction. Any dispute with respect to this EULA may be brought in any state or federal court of competent jurisdiction sitting in Cuyahoga County, Ohio, and you hereby submit to the jurisdiction of such courts, and to the fullest extent permitted by law.

- g) **Contact Information.** If you have any questions, please contact the CWRU Technology Transfer Office at 10900 Euclid Avenue, Cleveland, Ohio 44106-7219, ATTN: Executive Director of Technology Transfer.

[I AGREE]

[ALTERNATIVE FOR WRITTEN EULA]

LICENSEE [NAME]

By: _____

Name: _____

Title: _____

Date: _____ (“the Effective Date”)