

Wasabi Technologies LLC Software License Agreement (downloadable components)

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third party without obligation of confidentiality; or (vi) required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that the receiving party shall promptly notify the disclosing party in writing of such requirement, and shall cooperate with the disclosing party to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

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10. Support. Wasabi may from time to time make available updates, enhancements and/or modifications to the Software and may, at its sole discretion, provide such updates to you, which will be identified by a change in the Software version number; however, Wasabi is under no obligation to do so. The provision by Wasabi to you of such updates, enhancements and/or modifications to the Software shall be subject to all covenants and conditions of this Agreement. Wasabi has no obligation to support or provide support services to you relating to the Software. Wasabi may, however, make such services available to you in Wasabi's sole discretion.

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force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any amendment to any provision of this Agreement will be effective only if in writing and signed by both parties.

You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of Wasabi. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.

REFERENCE ONLY