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- B. This Agreement constitutes the complete agreement between you and KUMU regarding use of the Software and supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between you and KUMU relating to the subject matter of this Agreement. KUMU's applicable standard Terms and Conditions of Sale will apply to any technical support services provided as part of Software Services and to any Training & Certification Services; provided, however, as set forth herein the

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- C. If any action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party will be entitled to recover, in addition to any relief granted, reasonable attorneys' fees and court costs.
- D. If any provision of this Agreement is held invalid, the offending clause will be modified so as to make it enforceable, as modified, and the remainder of this Agreement will continue in full force and effect.

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ADDENDUM A – Evaluation License

Evaluation License: Pre-Release Software

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