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(i) A “**Force Majeure Event**” is any event beyond the reasonable control of a Party, such as: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, or act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, which results in quarantine, work-at-home orders, travel warnings or similar restrictions declared by the World Health Organization, the Center for Disease Control or any federal, state or local governmental authority; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, or nationalization; act of God or natural disaster such as, but not limited to, violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, or drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies; in each case to the extent not subject to the reasonable control of the subject Party.

(ii) Except for obligations to make payment, if a Force Majeure Event makes it impossible or illegal for a Party to perform its obligations under this EULA or to obtain the intended benefits under this EULA, or materially frustrates the purpose of this EULA, such Party’s non-performance shall be excused, provided the affected Party provides the other Party with written notice of the Force Majeure Event within a reasonable time after its occurrence. Neither Party shall be required to pay any periodic fees or charges hereunder to the extent and for the duration of any such Force Majeure Event.

- l. Interpretation.** Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. The section and other headings are for reference only and shall not affect the interpretation of this EULA. The Parties agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this EULA.
- m. U.S. Government Users.** The Software is classified as a “commercial item” consisting of “computer software” and the Documentation is classified as “commercial computer software documentation” or “commercial items”, pursuant to 48 CFR 2.101 and such terms are used in FAR 12.212. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.
- n. Revisions to the EULA.** Afiniti may update, modify, or amend this EULA from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Licensee’s rights, Afiniti will use reasonable efforts to notify Licensee by, for example, sending an email to the notice, billing, or technical contact address you designate in the applicable Licensee Agreement or Purchase Order. For the avoidance of doubt, any Purchase Order is subject to the version of the EULA in effect at the time of the Purchase Order. Licensee may not revise this EULA without Afiniti’s written agreement. Licensee’s continued use of the EULA during any extension or renewal of the Term will constitute acceptance of the version of the EULA in effect at the time the renewal Term begins.
- o. Assignment.** Except as otherwise provided in this EULA, Licensee may not assign, transfer, subcontract, sub-license or otherwise dispose of any or all of its rights or obligations under this EULA or any part thereof, without the prior written approval of Afiniti. Any assignment or attempted assignment in violation of this Section 18(o) shall be null and void. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the assigns and successors of the Parties. Afiniti may assign, transfer, or otherwise transfer or dispose of any or all of its rights or obligations under this EULA or any part thereof, without the prior written approval of Licensee.
- p. Execution.** The individuals signing this ULA below represent that they are duly authorized to execute this EULA for and on behalf of the Party for whom they are signing. Licensee acknowledges that they have read and understood the EULA, have had the opportunity to review it with their respective counsel or an attorney of their respective choice, and agree to all its terms.

- q. Counterparts.** This EULA may be executed by one or more of the Parties to this EULA on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this EULA by electronic means or facsimile shall be effective as delivery of a manually executed counterpart of this EULA.
- r. Entire Agreement.** This EULA constitutes the entire agreement and understanding between Licensee and Afiniti regarding the subject matter set forth herein and supersedes any and all prior and contemporaneous agreements, representations or understandings of the Parties related to this matter not incorporated herein. Both Parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein.