

ProphetStor End User License Agreement

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Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

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All waivers by ProphetStor will be effective only if in writing. Any waiver or failure by ProphetStor to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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You acknowledge that the Software contains valuable trade secrets and proprietary information of ProphetStor, that any actual or threatened breach of Sections 3 and 13 of this EULA will constitute immediate, irreparable harm to ProphetStor for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

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