

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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This EULA constitutes the complete agreement concerning the license of the Software between you and ACO Tech and supersedes all prior or contemporaneous oral or written understandings. If any provision of this EULA is held to be void or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this EULA will continue in full force and effect.

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All waivers by ACO Tech will be effective only if in writing. Any waiver or failure by ACO Tech 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. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA.

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Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

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

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