

## **AVIGILON CORPORATION**

## **AVIGILON CONTROL CENTER™ SOFTWARE**

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If an Infringement Claim occurs, or in Avigilon's opinion is likely to occur, Avigilon may at its option and expense: (a) procure for You the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the



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- 17. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties, and supersedes any previous agreements between the parties, with respect to the subject matter of this Agreement. Any terms of any purchase order or other instrument issued by either party in connection with this Agreement that is in addition to or inconsistent with the terms of this Agreement shall have no force or effect unless signed by both parties.
- 18. <u>Amendment</u>. Any amendment to this Agreement shall be put in writing and signed by both parties prior to being in effect. Notwithstanding the foregoing:
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- b. This Agreement may be superseded by a subsequent End User License Agreement that You agree to in connection with Avigilon's providing to You any future component, release, upgrade or other modification or addition to the Software.
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- 24. <u>Severability</u>. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.
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