

END USER LICENSE AGREEMENT

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9. GENERAL

9.1 Severability. In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.

9.2 Waiver. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

9.3 Entire Agreement. This Agreement, including any referenced written addenda, Order Forms and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

9.4 Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York as if performed wholly within New York and without giving effect to the principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts located in the Borough of Manhattan, New York. The Parties specifically exclude

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9.5 Attorney's Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

9.6 Informal Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for injunctive relief, if any dispute arises between the Parties, the Parties shall first attempt to resolve such dispute among themselves prior to resorting to any formal legal action. Either Party may notify the other Party in writing of the occurrence of a dispute and establish a mutually convenient time and place to discuss the dispute. In any event, the meeting shall occur within a commercially reasonable period of time (which period shall not exceed fifteen (15) days from the date of the notice) and shall take place between Pyramid's account executive, Licensee's equivalent representative and Licensee's Chief Information Officer or equivalent. If the meeting does not resolve the dispute, either Party may then give the other Party written notice that the dispute continues. Within a commercially reasonable period of time after such notice, which period shall not exceed fifteen (15) days from the date of such notice, designated executives of both Parties shall meet to discuss the issue at a mutually convenient time and place. Such executives shall be at each Party's Vice President level or above. If the dispute has not been resolved within a reasonable period of time thereafter, then either Party may pursue applicable remedies under this Agreement, at law, or in equity.