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16.1 In the event that any third party brings a suit against you that is based on a claim that the SOFTWARE, solely as furnished to you under this Agreement, constitutes direct infringement of any patent issued by, or trademark/copyright registered in, the United States, CROW CANYON shall defend such suit or proceeding and shall pay any damages and costs finally awarded therein against you with respect to such matter, provided that you immediately notify CROW CANYON of any such claim in writing, furnish CROW CANYON with a copy of each communication, notice or other action relating to the alleged infringement and give CROW CANYON the authority, information and assistance necessary to settle, compromise, or litigate such suit or legal proceeding. Following notice of a claim or a threatened or actual suit, CROW CANYON may, without obligation to do so, at CROW CANYON's sole option: (a) procure for you the right to continue to use the SOFTWARE as furnished, (b) replace or modify the SOFTWARE to make it non-infringing, or (c) discontinue your license for the SOFTWARE and refund to you any license fee that you paid for it, less a

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17. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA that is included with the SOFTWARE) represents the entirety of the agreement between you and CROW CANYON relating to the SOFTWARE, the License and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this EULA. To the extent the terms of any CROW CANYON policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control unless both parties otherwise agree in writing. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

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19. NO WAIVER: The failure to exercise, or delay in exercising, a right, power or remedy provided by the terms or by law shall not constitute a waiver of that right, power or remedy. If CROW CANYON waives a breach of any provision of the terms, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

20. SURVIVAL: The terms of paragraphs 3.1,11,12,13,14,15 and 16 of this EULA, and any other provision of the additional terms that are expressed to survive or operate in the event of termination, shall survive termination of this EULA and the applicable additional terms for whatever reason.