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11. Upon expiration of the term of the license herein granted, including any extensions thereof, Evaluator shall have the right to license the Product from PP&M at the standard prices and terms published by PP&M. However Evaluator will be under no obligation to purchase, lease, or license the Product by reason of this Agreement.

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13. Evaluator's obligation to maintain confidentiality, all disclaimers of warranties, and limitations of liability set forth in this Agreement shall survive the termination of this Agreement.

14. This Agreement supersedes all prior agreements, whether written or oral, concerning the subject matter herein, and may not be amended or modified except by written consent of both parties.

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16. Dispute Resolution: For any controversy or claim that may arise out of or in relation to this Agreement or with respect to breach thereof, the parties agree to initially seek to solve the matter amicably through discussions between the parties' points of contact as listed herein. Should the parties fail to resolve such controversy or breach by amicable arrangement and/or compromise within thirty (30) days of the notice of dispute, such dispute should be escalated to parties' upper management. Should the parties fail to resolve such controversy, claim, or breach by amicable arrangement and/or compromise within thirty (30) days of the dispute being brought to the attention of parties' upper management, then the parties may, at their sole discretion, seek resolution through non-binding mediation. If either party is not satisfied with the result of the non-binding mediation, such party may seek legal recourse through the courts in the jurisdiction chosen herein. No party may commence litigation in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by negotiation and mediation, and the mediation has terminated, or the other party refused to participate in the mediation. Any time period stated in this Section may be reduced for the sole purpose of avoiding the expiration of the Statute of Limitations for the event made the basis of the controversy.

17. This Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been executed in Huntsville, Alabama. The parties agree that any legal action or proceeding relating to this Agreement shall be

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