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- 15.4 Following Sections shall survive any termination or expiration of this EULA: 2 (*Intellectual Property Rights*), 4 (*Limitations and Restrictions*), 5 (*Representations and warranties*), 12 (*Confidential Information*), 13 (*Indemnification and limitation of liability*), and 16 (*Miscellaneous*).

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- 16.6 **No waiver.** A waiver by either party of any term or condition of the EULA or any breach thereof, in any one instance, shall not be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof.
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