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- (iii) "Update" means bug fix updates containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards.

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- (i) Renew the Agreement under Section 4(b);
 - (ii) Terminate the Agreement under Section 4(d) and cease all use of the Software;
- or
- (iii) Relicense the software under another Claris license programs under its then-current terms.

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Licensee must confirm its License Count on or before each annual anniversary date to Claris in writing and pay the then current license renewal fees in order to renew the Agreement. Claris will confirm such renewal by issuing a license certificate that states the new Expiry Date and updating the Claris contract system.

(c) **Breach.** If any breach of this Agreement by Licensee continues for more than ten (10) days after receipt of written notice of such breach by Claris, Claris may terminate this Agreement by written notice to Licensee, whereupon this Agreement and all rights granted to Licensee herein shall immediately cease. Breach of this Agreement includes, but is not limited to, Licensee's failure to pay any license fees when due.

(d) **Effect of Termination.** Upon expiry or termination of this Agreement for any reason, all licenses under this Agreement are immediately terminated, and Licensee will cease all use, installation and copying of the Software. Within thirty (30) days following expiry or termination, Licensee must submit the required notice in the Claris contract system, confirming that Licensee has ceased all use of the Software and confirming that copies of the Software have been deleted or destroyed. If Claris does not receive Licensee's notice within thirty (30) days, then Claris may (i) invoice Licensee and Licensee is required to continue paying the license fees; and/or (ii) take steps to deactivate the Software so that Licensee may not continue to use it. Any fees paid to Claris under this Agreement are non-refundable upon expiry or termination of this Agreement.

(e) **Survival.** Sections 1(c), 2, 4, 5, 6, 7 and 11 shall survive expiry or termination of this Agreement.

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