

**SCIEX
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(including any Add-Ons)**

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- 5.1.** You understand and agree that in order to determine whether the Software version is up-to-date, this Software requires a constant connection to the internet. It uses https protocol, port 443. If your internet connection is disrupted, you will not be able to use the Update Feature.
- 5.2.** In accepting the terms of this Agreement, you further agree that version data will be stored and processed anonymously at SCIEX or its vendors to improve Sciex products and services (though itself, its affiliates, distributors and its suppliers).

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- 24.1. Entire Agreement.** This EULA constitutes the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- 24.2. Severability.** If a court of competent jurisdiction holds any provision of this EULA invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.
- 24.3. Language.** The controlling language of this EULA, and any proceedings relating to this EULA, shall be English. You agree to bear any, and all costs related to translation, if necessary.
- 24.4. Headings.** The headings to the sections of this EULA are used for convenience only and shall have no substantive meaning.
- 24.5. Contact.** All questions concerning this EULA shall be directed to: SCIEX, 500 Old Connecticut Path, Framingham MA U.S.A., Attention: Legal Department.

APPENDIX A

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