

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.
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- 6.1. You shall not use the Confidential Information of SCIEX except in the course of the activities permitted in this EULA. You shall maintain the confidentiality of the Confidential Information of SCIEX with at least the same degree of care you use to protect your own proprietary information of a similar nature or sensitivity, but with no less than reasonable care. Unless explicitly stated otherwise in this EULA You shall not disclose any Confidential Information to any third party without the written consent of SCIEX. You shall be responsible to SCIEX for the acts and omissions, and for compliance with the confidentiality and non-use obligations set forth in this Section 5 , of any person or entity to whom or to which SCIEX's Confidential Information was disclosed by Recipient.
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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.
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- 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, 250 Forest Street, Marlborough, MA, 01752, U.S.A., Attention: Legal Department.

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