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- (e) The parties acknowledge that the limitations and exclusions of liability are reasonable in the context of this EULA and, in particular, recognise that the License Fee has been agreed on the basis of the limitations and exclusions of liability set out herein.

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12.4 Any termination of the License or this EULA (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

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Neither party will, without the prior written approval of the other party: (a) disclose the terms and conditions of this EULA to any third party (except each party's auditors or third parties whose review is mandated by law or each party's Affiliates); or (b) make any public announcement concerning this EULA or the transactions contemplated hereunder. Licensee hereby grants to Sartorius a limited, non-exclusive, paid up license to use or display the Licensee Marks on Sartorius's website(s) for the purpose of identifying Licensee as a customer of Sartorius. Licensee shall have the right to review and approve in advance Sartorius's use of the Licensee Marks as proposed, which approval shall not be unreasonably withheld or delayed. Any of the Licensee Marks so used or displayed shall be and remain the sole and exclusive property of Licensee. Any and all rights in any of the Licensee Marks used and displayed in connection with this EULA shall inure to the benefit of Licensee.

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The failure of either party hereto to insist upon the strict adherence to any term of this EULA on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that party of the right to insist upon the strict adherence to that term or any other term of this EULA at some other time.

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Any failure of either party hereto at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this EULA shall not constitute a waiver by either party of a prior or subsequent breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedies as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.

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