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Definitions

"Device" means each instance of (i) desktops (combination of desktop operating system that runs on a physical machine, cloned machine or other virtual machines) regardless of the number of total machines, (ii) servers (combination of server operating system that runs on a physical machine, cloned machine, or other virtual machine) regardless of the number of total machines, (iii) appliances (routers or other networked devices running embedded operating systems, or non-user-serviceable physical or virtual machines running desktop or server operating systems) regardless of the number of total machines; and (iv) mobile devices (including tablets, smart-phones and other hand-held and/or wireless computing devices). For example, a machine that has a total of eight (8) instances would be eight (8) Devices for purposes of calculations hereunder.

"Scan" means the application of the Software logic to probe, interact with or assess a Device's configuration. Use of the Software in any form (i.e., as an embedded library or as a stand-alone application) to probe, interact with or assess the configuration of any Device constitutes the act of scanning that Device. For example, using the Software to assess a file that contains configuration information about a Device constitutes the act of Scanning that Device.

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11. General.

- a. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof. This Agreement may not be amended except by a written document signed by both parties.
- b. No waiver. The failure of Arctic Wolf to enforce any rights granted hereunder or to take action against User in the event of any breach hereunder shall not be deemed a waiver by Arctic Wolf as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
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- e. <u>Severability</u>. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
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- g. English Language. The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.
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