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(Updated August 2015)

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MCTV may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Product Software and related services (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consents. You consent to this automatic update. If you do not want such Updates, your remedy is to stop using the Product.

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8. Limitation of Liability

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10. Confidentiality

“Confidential Information” shall mean the Product Software and all other information disclosed to you that MCTV characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this EULA, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of MCTV. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify MCTV in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA, and will cooperate with MCTV in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify MCTV prior to such disclosure to allow MCTV an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with MCTV in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

13. Assignment

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

14. Notices

Any notice to you may be provided by email to the address that you registered with MCTV.

15. Severability

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

16. Waiver

All waivers by MCTV will be effective only if in writing. Any waiver or failure by MCTV to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17. General

The Product Software is deemed irrevocably accepted upon your use of the Product Software or Product. MCTV will have no responsibility to provide maintenance or support services with respect to the Product Software. The parties are independent contractors. You acknowledge that the Product Software contains valuable trade secrets and proprietary information of MCTV, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to MCTV for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand signed by the parties. Questions or Additional Information: If you have questions regarding this EULA, please contact MCTV at questions@Missioncriticaltv.com.