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**3.9 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous statements, understandings, representations, agreements, warranties, promises or other communications, written or oral, regarding the same.

**3.10 Amendments and Modifications.** No amendment to or modification of this Agreement will be binding unless made in writing and signed by both Licensee and a duly authorized representative of MSC, including any new, modified or additional Schedule.

**3.11 Waiver of Rights under this Agreement.** Any waiver of a right or remedy under this Agreement will not constitute a waiver of any other right or remedy, or of the same right or remedy upon any other occasion.

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The above terms and conditions are accepted by Licensee.

**Accepted by “Licensee”:**

Signature: \_\_\_\_\_  
Signer’s Name: \_\_\_\_\_ Signer’s Title: \_\_\_\_\_  
Date of Signing: \_\_\_\_\_  
  
Licensee Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Country: \_\_\_\_\_ Fax: \_\_\_\_\_

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Signature: \_\_\_\_\_  
Signer’s Name: \_\_\_\_\_ Signer’s Title: \_\_\_\_\_  
Date of Signing: \_\_\_\_\_

**Schedule:**

Software: \_\_\_\_\_ No. of Users: \_\_\_\_\_  
License Type: \_\_\_\_\_ No. of CPUs: \_\_\_\_\_  
Fees: \_\_\_\_\_  
Site(s): \_\_\_\_\_