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If any of the terms and conditions of the EULA is violated by You, MSE may, in addition to all other legal rights and remedies available to MSE under this EULA and/or applicable law, terminate this EULA.

Without prejudice to the foregoing, if the Product is licensed to You under a subscription based model (see Terms of License) then, in the event that You fail to pay the recurring subscription license fee for any subscription period when due, Your license to use the Product shall be

deemed to have automatically expired on the last day of the subscription period for which payment has been made in full.

Upon expiration or termination of this EULA, for any reason whatsoever, Your license to use the Product shall automatically expire (in cases where Your access to the Product is made via the Internet, MSE shall disable Your password(s), account(s) and access to the Product). You agree that immediately upon such termination or expiration You shall (i) discontinue all uses of the Product and its related documentation; (ii) remove and destroy all tangible or electronic copies of the Product and its related documentation in Your possession or control; (iii) return or destroy all Confidential Information in Your possession or control; and (iv) certify in writing to MSE that You have complied with all of the foregoing requirements.

Termination of this EULA will not relieve You from Your obligation to pay all fees that have accrued or are otherwise owed by You for the remainder of the then-current Term. Any provisions providing for limitations on liability, indemnity, confidentiality, the provisions which protect the proprietary rights of MSE and those terms which by their nature were intended to survive any termination of this EULA shall remain in force after the termination of this EULA.

10. INDEMNITY

You shall defend, indemnify, and hold MSE and its officers, directors, employees, agents, licensors, dealers, distributors, and affiliated companies harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable legal fees and expenses) arising from or in connection with Your failure to comply with any term or condition of this EULA

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12. ACKNOWLEDGMENT

You acknowledge reading this EULA, understanding it, and agree to be bound by its terms and conditions.

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This EULA shall be governed and construed in accordance with the laws of the State of Israel, without giving effect to its conflict of law provisions, and the courts in Tel Aviv, Israel, shall have sole and exclusive jurisdiction over any conflict and/or dispute arising out of or in connection to this EULA. Notwithstanding the foregoing, MSE reserves the right to take action, as a plaintiff, against You in any competent courts of the territory where You reside, in which case the law governing this EULA and the interpretation hereof shall be the laws of the specific country in the Territory where MSE has taken such action against You.

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