

END USER LICENSE AGREEMENT FOR LIVE OPTICS

THIS Live Optics END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND DELL PRODUCTS L.P., A TEXAS LIMITED PARTNERSHIP, OR DELL GLOBAL B.V. (SINGAPORE BRANCH), THE SINGAPORE BRANCH OF A COMPANY INCORPORATED IN THE NETHERLANDS WITH LIMITED LIABILITY ON BEHALF OF ITSELF, DELL INC. AND DELL INC.'S DIRECT AND INDIRECT SUBSIDIARIES (COLLECTIVELY, "DELL"). THIS AGREEMENT GOVERNS THE Live Optics SOFTWARE ("Live Optics SOFTWARE") AND ANY UPGRADES, UPDATES, PATCHES, HOTFIXES, MODULES, ROUTINES, FEATURE ENHANCEMENTS AND ADDITIONAL VERSIONS OF THE Live Optics SOFTWARE THAT REPLACE OR SUPPLEMENT THE ORIGINAL Live Optics SOFTWARE (COLLECTIVELY "UPDATES") AND THEIR ASSOCIATED MEDIA, PRINTED MATERIALS, ONLINE OR ELECTRONIC DOCUMENTATION, DISTRIBUTED BY OR ON BEHALF OF DELL UNLESS THERE IS A SEPARATE LICENSE AGREEMENT BETWEEN YOU AND THE MANUFACTURER OR OWNER OF THE Live Optics SOFTWARE OR UPDATE. IF THERE IS NO SEPARATE LICENSE AGREEMENT THEN THIS AGREEMENT GOVERNS YOUR USE OF UPDATES, AND SUCH UPDATES WILL BE CONSIDERED Live Optics SOFTWARE FOR ALL PURPOSES OF THIS EULA. THE "Live Optics SOFTWARE" SHALL MEAN COLLECTIVELY THE Live Optics SOFTWARE PROGRAM AND UPDATES AND ANY COPIES THEREOF. THIS EULA, IN AND OF ITSELF, DOES NOT ENTITLE YOU TO ANY UPDATES AT ANY TIME IN THE FUTURE. BY EXPRESSLY ACCEPTING THESE TERMS OR BY DOWNLOADING, INSTALLING, ACTIVATING AND/OR OTHERWISE USING THE Live Optics SOFTWARE, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, THEN YOU MAY NOT DOWNLOAD, INSTALL, ACTIVATE OR OTHERWISE USE ANY OF THE Live Optics SOFTWARE AND YOU MUST PROMPTLY RETURN THE Live Optics SOFTWARE. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH ENTITY..

1. **License.** Subject to the terms, conditions and restrictions of this EULA (as a condition to the grant below), Dell hereby grants you a limited, personal, nonexclusive, nontransferable, nonassignable license, without rights to sublicense, to install or have installed, display and use the Live Optics Software (in object code form only) solely for internal purposes, only on as many computers, devices and/or in such configurations as expressly permitted by Dell (e.g., as set forth in the applicable Dell sales quote or

invoice), or on one computer device if no other entitlement is specified, and for such period specified in a term license, or perpetually if no term is specified.

2. **License Limitations and Conditions.** This license is conditioned upon Dell receiving your timely payment of any fees or royalties applicable to the Live Optics Software. You may not copy the Live Optics Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in Section 1 "License" above. You may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Live Optics Software. The rights granted herein are limited to Dell's and its licensors' and suppliers' intellectual property rights in the Live Optics Software and do not include any other third party's intellectual property rights. If the Live Optics Software was provided to you on removable media (e.g., CD, DVD, or USB drive), you may own the media on which the Live Optics Software is recorded but Dell, Dell's licensor(s) and/or supplier(s) retain ownership of the Live Optics Software itself and all related intellectual property rights. If the package accompanying your Dell computer or device contains optical discs or other storage media, you may use only the media appropriate for your computer or device. You may not use the optical discs or storage media on another computer, device or network, or loan, rent, lease or transfer them to another user except as permitted by this Agreement. You are not granted any rights to any trademarks or service marks of Dell or any of its licensors or suppliers. The use of any other Live Optics Software, including any Live Optics Software package or file, whether licensed to you separately by Dell or by a third party, is subject to the terms and conditions that come with or are associated with such Live Optics Software.
3. **Rights Reserved.** THE Live Optics SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this EULA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Live Optics Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including moral rights, registrations, applications, renewals and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereafter developed and any use other than as expressly set forth herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works is strictly prohibited. Dell, on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.
4. **Restrictions.** Except as otherwise provided herein or expressly agreed by Dell, you may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber by any means (including by lien, hypothecation or otherwise) in whole or in part the Live Optics Software; (B) provide, make available to, or permit use of the Live Optics Software in whole or in part by, any third party, without Dell's prior written consent, (C) falsify or misrepresent your identity or the identity or data of any end user (D) copy, reproduce, republish, upload, post or transmit the Live Optics Software in any way; (E) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Live Optics Software, in whole or in part; (F) modify or create derivative works based upon the Live Optics Software; (G) use the Live Optics Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Live Optics Software or "frame" or

"mirror" the Live Optics Software on any other server or wireless or Internet-based device; (H) use the Live Optics Software to create or market a competitive offering; or (I) incorporate the resulting data or reports into a third party database or reporting format without Dell's prior written consent; (J) represent the resulting data and/or reports as your own; or (K) charge any kind of fee for use of the Live Optics Software or any reports or data emanating therefrom. You may not, and will not allow a Permitted Third Party to, use the Live Optics Software in excess of the number of licenses purchased from or expressly authorized by Dell.

5. **Compliance.** Upon request by Dell, you will certify in writing that all use of Live Optics Software is in compliance with the terms of this EULA, indicating the number of Live Optics Software licenses deployed at that time. You grant Dell, or an agent selected by Dell, the right to perform, during normal business hours, a reasonable audit of your compliance with this EULA. You agree to cooperate and provide Dell with all records reasonably related to your compliance with this EULA. If, as a result of the audit, a deficiency of greater than five percent (5%) is found in the license fees paid, then you shall bear the total cost of the audit, in addition to any other liabilities you may have.
6. **Non-Transferability.** This license is non-transferable. You may not distribute, sublicense, assign, share, sell, grant a security interest in, use for service bureau purposes, or otherwise transfer the Live Optics Software or your license to use the Live Optics Software without the prior written consent of Dell.
7. **Support and Subscription Services Not Included.** Dell does not provide any maintenance or support services under this EULA. Maintenance and support services, if any, are provided under a separate agreement, which may be located at www.dell.com/servicecontracts/global.
8. **Termination.** Dell may terminate this EULA immediately and without prior notice if you fail to comply with any term or condition of this EULA or if Dell does not receive timely payment for the licenses to the Live Optics Software. In addition, Dell may terminate any license to Live Optics Software distributed for free, at any time in its sole discretion. This EULA will terminate automatically if you fail to comply with any of these terms or if the license term ends. You may terminate this EULA at any time on written notice to Dell. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Live Optics Software and return or destroy all copies of the Live Optics Software. The parties recognize and agree that their obligations under Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22 and 23 of this EULA, as well as obligations for payment, shall survive the cancellation, termination and/or expiration of this EULA, and/or the licenses granted hereunder. Except if the EULA is terminated under Section 12 (D), Dell will not have any obligation upon the termination of this EULA to refund any portion of any license fee.
9. **Export, Import and Government Restrictions.** The Live Optics Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Live Optics Software may not be sold, leased or transferred to embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), other restricted countries, restricted end-users, or for restricted end-uses. You specifically agree that the Live Optics Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or

nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that certain functionality of the Live Optics Software, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer the Live Optics Software from the country of delivery and you are responsible for complying with applicable restrictions.

The Live Optics Software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Live Optics Software and documentation with only those rights set forth herein. Contractor/manufacturer is Dell Products L.P., One Dell Way, Round Rock, Texas, 78682.

- 10. Limited Warranty; Disclaimer of Warranty.** Dell warrants that it has the right to grant the licenses to the Live Optics Software. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, DELL MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES RELATED TO THE Live Optics SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND DELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DELL DOES NOT WARRANT THAT THE FUNCTIONS OF THE Live Optics SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE Live Optics SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE Live Optics SOFTWARE AND THE RESULTS ACHIEVED. YOUR SOLE AND EXCLUSIVE REMEDY, AND DELL'S ENTIRE LIABILITY, FOR BREACH OF THE WARRANTY PROVIDED HEREIN, IS FOR DELL TO PROVIDE A REFUND OF THE LICENSE FEES RECEIVED BY DELL, IF ANY, FOR THE Live Optics SOFTWARE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE Live Optics SOFTWARE (UNLESS LOCAL LAW PROVIDES OTHERWISE).
- 11. Limitation of Liability.** DELL WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST VALUE OR LOST SALES (WHETHER SUCH PROFITS, SAVINGS, VALUE OR SALES ARE DIRECT, INDIRECT, CONSEQUENTIAL OR OF ANY OTHER NATURE), LOST OR CORRUPTED DATA OR Live Optics SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH DATA, SYSTEMS(S) OR NETWORK(S), LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF GOODWILL OR REPUTATION, Live Optics SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE Live Optics SOFTWARE OR GOODS, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA UNDER ANY THEORY OF LIABILITY EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS EULA, DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS EULA AND/OR THE Live Optics SOFTWARE SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY DELL FOR THE APPLICABLE Live

Optics SOFTWARE LICENSE DURING THE TWELVE MONTH PERIOD
IMMEDIATELY PRECEDING THE DATE ON WHICH THE RELEVANT CLAIM AROSE.

Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

12. Indemnification. Except where prohibited by applicable law, Dell shall defend you against any third-party claim or action that the Live Optics Software (specifically excluding open source software) infringes or misappropriates that third party's patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"). In addition, if Dell receives prompt notice of an Indemnified Claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell will at its sole discretion,: (A) obtain a right for you to continue using such Live Optics Software; (B) modify such Live Optics Software to be non-infringing; (C) replace such Live Optics Software with a non-infringing substitute; or (D) terminate this Agreement and provide a pro-rata refund of the license fees actually paid by you for the allegedly infringing Live Optics Software. A pro-rata refund, if any, shall be calculated for the period applicable to the Live Optics Software, not to exceed a 5-year period. Notwithstanding the foregoing, Dell shall have no obligation under this Section for Indemnified Claims resulting or arising from: (i) modifications of the Live Optics Software that were not performed by or on behalf of Dell; (ii) your unauthorized use of the Live Optics Software, or the combination or operation of the Live Optics Software in connection with a third-party product, Live Optics Software or service (the combination of which causes the claimed infringement); (iii) your failure to incorporate Live Optics Software updates or upgrades that would have avoided the alleged infringement; or (iv) Dell's compliance with your specifications or directions, including the incorporation of any Live Optics Software or other materials or processes provided by or requested by you (collectively, "Excluded Indemnified Claims"). Dell's duty to indemnify and defend you is contingent upon: (a) your providing Dell with prompt written notice of the third-party claim or action, (b) Dell having the right to solely control the defense and settlement of such claim or action, and (c) your cooperation with Dell in defending and resolving such claim or action. This Section states your exclusive remedies for any third-party intellectual property claim or action, and nothing in this EULA or elsewhere will obligate Dell to provide any greater indemnity to you. You, at your expense, shall defend and indemnify Dell against any claim, action or proceeding brought against Dell which arises from or is in any manner connected with any of the Excluded Indemnified Claims or that arises from your breach of any provision of this EULA.

13. Evaluation Licenses. This EULA does not license use of Live Optics Software for evaluation purposes ("Evaluation Live Optics Software").

14. Hosted and Internet-Accessible Live Optics Software. Some or all of the Live Optics Software may be remotely hosted or accessible to you through the Internet ("Hosted Live Optics Software"). In such case, Dell may suspend, terminate, withdraw, or discontinue all or part of the Hosted Live Optics Software or your access to the Hosted Live Optics Software upon receipt of a subpoena or law-enforcement request, or when Dell believes, in its sole discretion, that you have breached any term of this EULA or are involved in any fraudulent, misleading, or illegal activities. Dell may modify the Hosted Live Optics Software at any time with or without prior notice to you. Dell may perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Hosted Live

Optics Software installed on its and your system(s), which may temporarily degrade the quality of the Hosted Live Optics Software or result in a partial or complete outage of the Hosted Live Optics Software. Updates, patches or alerts may be delivered from Dell servers, which may be located outside of your country. Dell provides no assurance that you will receive advance notification of such activities or that your use of the Hosted Live Optics Software will be uninterrupted or error-free.

- 15. Open Source and Third Party Software.** The Live Optics Software may come bundled or otherwise be distributed with open source or other third party software, which is subject to the terms and conditions of the specific license under which it is distributed. OPEN SOURCE SOFTWARE IS PROVIDED BY DELL "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE SOFTWARE, DELL SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under certain open source software licenses, you are entitled to obtain the corresponding source files. You may find corresponding source files for the Live Optics Software at <http://opensource.dell.com> or other locations that may be specified to you by Dell.
- 16. High-Risk Disclaimer and Excluded Data.** The Live Optics Software is not designed or intended for high-risk applications, for use as online control systems or use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems or in any other device or system in which function or malfunction of the Live Optics Software could result in death, personal injury or physical or environmental damage. You acknowledge that Live Optics Software provided under this EULA is not designed with security and access management for the processing and/or storage of the following categories of data and software: (A) classified data and software; (B) data and software controlled under the International Traffic in Arms Regulations ("ITAR"); and (C) personally identifiable information that is subject to heightened security requirements as a result of your internal policies or practices or by law (collectively referred to as "Excluded Data"). You hereby agree that you are solely responsible for reviewing data that the Live Optics Software will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.
- 17. Right to Preliminary and Injunctive Relief.** You agree that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, you agree that in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies to which it is entitled, be entitled to such preliminary or injunctive relief (including an order prohibiting you from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate to preserve all of Dell's rights. All rights and remedies afforded Dell by law shall be cumulative and not exclusive.

- 18. Choice of Law.** THIS AGREEMENT AND ANY CLAIMS UNDER ANY THEORY OF LIABILITY IN ANY WAY TO THIS AGREEMENT OR ANY RELATIONSHIPS CONTEMPLATED HEREIN SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, U.S.A., WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW AND EXCLUSIVE OF ANY PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any laws(s) adopting UCITA in any form.
- 19. Dispute Resolution and Binding Individual Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND DELL arising out of or in connection with this EULA, or the breach, termination or validity thereof SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING INDIVIDUAL ARBITRATION. If you are in the United States, the arbitration will be administered by the American Arbitration Association (AAA), or JAMS (if you are in Canada, arbitration will be at ADR Chambers pursuant to the general ADR Chambers Rules for Arbitration located at www.adrchambers.com). Otherwise, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by one or more arbitrators appointed in accordance with such rules. The arbitration shall be conducted in the English language. For any ICC arbitration, the place of the arbitration shall be Austin Texas or another commercial center reasonably chosen by the arbitration panel to ensure that the award resulting from the arbitration shall be of an international character and enforceable under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The arbitration panel shall be empowered to grant whatever relief would be available in court, including without limitation preliminary relief, injunctive relief and specific performance. Any award of the arbitration panel shall be final and binding immediately when rendered, and judgment on the award may be entered in any court of competent jurisdiction. Neither you nor Dell shall be entitled to join, consolidate, or include any claims belonging to or alleged or arising from, by, or on behalf of any third party to an arbitration brought hereunder, or arbitrate any claim as a class action, class representative, class member, or in a private attorney general capacity. The individual (non-class) nature of this dispute resolution provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall be void. Consumer claimants (individuals whose transaction is intended for personal, family or household use) may elect to pursue their claims in small-claims court rather than arbitration. Dell will be responsible for paying any individual consumer's arbitration/arbitrator fees. Notwithstanding the foregoing, Dell may apply to any relevant government agency or any court of competent jurisdiction to preserve its rights under this EULA and to obtain any injunctive or preliminary relief, or any award of specific performance, to which it may be entitled, either against you or against a non-party; provided, however, that no such administrative or judicial authority shall have the right or power to render a judgment or award (or to enjoin the rendering of an arbitral award) for damages that may be due to or from either party under this EULA, which right and power shall be reserved exclusively to an arbitration panel proceeding in accordance herewith.

- 20. Privacy.** The terms of Dell's Privacy Statement apply to all transactions between Dell and you. The Privacy Statement can be found at <http://www.dell.com/learn/us/en/uscorp1/policies-privacy?s=corp>.
- 21. No Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by Dell shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.
- 22. No Assignment.** You may not assign or transfer its interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from an authorized executive officer of Dell shall be null and void.
- 23. Entire Agreement** Unless you have entered into another written agreement with respect to the Live Optics Software which has been signed by you and an authorized representative of Dell and which conflicts with the terms of this EULA, you agree that this EULA supersedes all prior written or oral agreements, warranties or representations with respect to use of the Live Optics Software. If any term (or part thereof) of this EULA is found to be invalid or unenforceable, the remaining provisions (including other valid parts within the effected term) will remain effective. You acknowledge that you have read this Agreement, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the Agreement between you and Dell regarding the Live Optics Software.