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IBM provides assistance only to you for each eligible Program acquired under this Agreement.

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Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages

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9. Change in Terms

IBM may change the terms of this Agreement by giving you one month's notice via e-mail. The revised terms will be posted at the IBM Scholars offering Web site, <http://www.ibm.com/university>.

Otherwise, for any other change to be valid, both of us must agree in a signed writing. Changes are not retroactive.

Additional or different terms in any written communication from you are void.

10. Term and Termination

The offering has no term end date.

If IBM determines that you or your Institution no longer qualify for this offering, IBM will so notify you or your Institution, as applicable, in writing and give you three months in which to requalify. If at the end of the three month period, you or Institution still do not qualify, IBM will terminate Software Maintenance but you and your Students may continue to use the Programs and Educational Materials.

If you fail to comply with the terms of this Agreement, IBM may terminate Software Maintenance and all of your licenses to use Programs and Educational Materials that you have acquired under this Agreement.

You may terminate this Agreement on written notice to IBM following the expiration or termination of your obligations but you and your Students may continue to use the Programs and Educational Materials.

IBM may terminate this Agreement on three month's written notice to you. However, you and your Students may continue to use the Programs and Educational Materials.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

11. General

You may not assign this Agreement, in whole or in part, without the prior written consent of IBM. Any attempt to do so is void.

You agree to comply with applicable export laws and regulations.

Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

All information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

Each of us is free to enter into similar agreements with others.

Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

You agree that this Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against you except as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable.

Neither you nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

Neither you nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

12. Geographic Scope

The rights, duties, and obligations of each of us are valid only in the United States.

13. Governing Law

Both you and IBM consent to the application of the laws of the State of New York to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

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