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Any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be resolved on a confidential basis under the commercial mediation and arbitration rules of the American Arbitration Association according to the following process, by first delivering a written notice describing the dispute and the amount involved ("demand") to the other party: (a) **Mediation** - After receipt of a demand, either party may start mandatory non-binding mediation before a single mediator; (b) **Arbitration** - If the dispute remains unresolved 45 days after the receipt of the demand, either party may start binding arbitration before a single arbitrator. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator will have no authority to award punitive damages, and its decision must be consistent with this Agreement. Each party will pay its own expenses and attorney's fees. Either party may use a court of competent jurisdiction to (a) enforce an arbitration award; (b) seek temporary equitable relief to protect its interests; or (c) recover specific property, including an action in replevin. No action arising out of or relating to this Agreement may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2-year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.

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9.1 The license for the Software automatically terminates at the earlier of the expiration of the Evaluation Period or the termination of this Agreement.

9.2 Without prejudice to other remedies, Unisys may terminate this Agreement and repossess the Software if, upon written notice, Licensee fails to cure any default relating to this Agreement within thirty (30) days.

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