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enforceable to the fullest extent permitted by applicable law. The invalid or unenforceable part or provision shall be replaced with a provision negotiated in good faith between the parties which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner.

- j. Language. This EULA is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties. All communications and notices to be made or given pursuant to this EULA shall be in the English language. Licensee waives any right to have it written in any other language. Section headings are for convenience only.
- k. Confidentiality Obligations. “**Confidential Information**” shall mean the Software, its source code, the content of the Documentation, any financial, statistical, business, technical, copyright, and confidential or proprietary information relating to the Software or to Quantum’s business, software, products and/or services, which is disclosed by Quantum or its affiliates to Licensee, or which is deduced from the Software or Quantum’s business, software, products and/or services by Licensee; Licensee agrees to keep the Confidential Information of Quantum confidential and not to disclose it to third parties, unless expressly otherwise agreed by a duly authorized representative of Quantum. Licensee shall be entitled to disclose Quantum’s Confidential Information only to those of its personnel, consultants and agents that have a reasonable need to know such Confidential Information for the purposes of this EULA, and provided the Licensee instructs its personnel, consultants and agents to keep such information confidential by using the same care and discretion that it uses for its own Confidential Information and in no event, less than a reasonable degree of care. Confidentiality Obligations set forth in this section shall not apply to any information which: (i) is published or otherwise becomes available to the general public through no fault of Licensee; (ii) has been validly obtained by Licensee from a third party not being bound by any confidentiality or similar secrecy obligation; (iii) was in Licensee’s possession without proprietary restrictions prior to the date of disclosure by Quantum to Licensee; (iv) was developed by Licensee without reference to the Confidential Information; or (v) is required to be disclosed pursuant to applicable law, to the extent of such requirement only and provided that Licensee shall, if feasible, give to Quantum prior notice of such proposed disclosure and a reasonable opportunity to contest such disclosure. Upon termination of this EULA, Licensee shall have a senior officer certify to Quantum within thirty (30) days of termination that it has destroyed or returned to Quantum, at Quantum’s option, all Confidential Information, and all copies thereof, whether or not modified or merged into other materials.
- l. Force Majeure. Each party shall be excused from delays in performing or its failure to perform hereunder (other than payment of monetary obligations) to the extent that such delays or failures result from any event beyond the reasonable control of a party that causes the delay in or failure to perform such party’s obligations under this EULA, including (but not limited to) natural disasters, riots, war and military operations, national or local emergencies, actions or omissions of the government, economic disputes of whatever nature, actions of employees, fire, flooding, faults or errors in a third-party’s hardware or software, unavailability of third party communication lines or devices, lightning strikes, explosions, collapses, Internet or other communication network “brownouts” or failures, as well as any action or omission of a person or entity beyond the reasonable control of the affected party.

The affected party will cooperate with the other party and reasonably assist this other party in minimizing the impact of the circumstances on the other party.

- m. References. Licensee agrees that Quantum may use Licensee's name and logo in press releases, product brochures, financial reports and other promotional materials in any media indicating that Licensee is a customer and end user of Quantum.
- n. Representations. Each party represents and warrants to the other that it has full authority to enter into this EULA, that the execution and/or performance of this EULA does not and will not violate or interfere with any other agreement by which such warranting party is bound; and that the warranting party will not enter into any agreement whose execution/performance would violate or interfere with this EULA.