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LIVE ASSIST FOR MICROSOFT DYNAMICS 365 MOBILE SDK'S

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- 8. <u>Miscellaneous</u>. This Agreement and any additional terms incorporated by reference contain the entire agreement between you and us, and supersede any and all previous agreements, relating to the SDK, provided that this Agreement and such additional terms incorporated by reference shall not supersede any separate written agreement relating to services which CaféX may provide to you, such as the Terms of Service for CaféX Communications Inc. Live Assist for Microsoft Dynamics 365. We may modify this Agreement or any portion to reflect changes to the law or changes to the SDK and your continued use of the SDK constitutes your acceptance of the modified Agreement. If you do not agree to the modified Agreement, you should immediately discontinue your use of the SDK. No failure of a party to exercise or enforce any rights hereunder shall waive such rights. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You may not assign this Agreement or your rights hereunder to any other party without CaféX's prior written consent. We may assign this Agreement without your consent in the event of a merger, acquisition, corporate reorganization or sale of all or substantially all of our assets. Nothing in this Agreement shall create or confer any rights or other benefits on any third parties. If any provision of this Agreement is held to be invalid or unenforceable, then that section will be removed from this Agreement and will not affect the validity or

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