#### KALLIOPE SOFTWARE END-USER LICENSE AGREEMENT

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- (a) "Education Version" means a version of the Software, so identified, for use by students and faculty of educational institutions, only.
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This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of Kalliope to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

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