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(iii) "Update" means bug fix updates containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards.

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- (1) Renew the Agreement under Section 4(b);
- (2) Terminate the Agreement under Section 4(d) and cease all use of the Software; or
- (3) Relicense the software under another Claris license programs under its then-current terms.

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Licensee must confirm its License Count on or before each annual anniversary date to Claris in writing and pay the then current license renewal fees in order to renew the Agreement. Claris will confirm such renewal by issuing a license certificate that states the new Expiry Date and updating the Claris contract system.

(c) **Breach.** If any breach of this Agreement by Licensee continues for more than ten (10) days after receipt of written notice of such breach by Claris, Claris may terminate this Agreement by written notice to Licensee, whereupon this Agreement and all rights granted to Licensee herein shall immediately cease. Breach of this Agreement includes, but is not limited to, Licensee’s failure to pay any license fees when due.

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