



SOFTWARE LICENSE AGREEMENT - JREBEL®
(November 1, 2023, version 4.1)

PLEASE READ THE FOLLOWING LICENSE AGREEMENT BEFORE INSTALLING AND USING THIS SOFTWARE PROGRAM ASSOCIATED WITH THIS SOFTWARE LICENSE AGREEMENT. CLICKING ON THE “ACCEPT” OR “YES” BUTTON IN RESPONSE TO THE ELECTRONIC SOFTWARE LICENSE AGREEMENT (THIS “LICENSE AGREEMENT”) INQUIRY AS TO ACCEPTANCE OF THE TERMS OF THIS LICENSE AGREEMENT, OR BY INSTALLING OR DOWNLOADING THE LICENSED SOFTWARE, INDICATES ACCEPTANCE OF, AND AGREEMENT TO, AND LEGALLY BINDS, YOU, AND YOUR EMPLOYER, AS APPLICABLE (COLLECTIVELY THE “LICENSEE”), AND PERFORCE SOFTWARE OÜ, A COMPANY ORGANIZED UNDER THE LAWS OF ESTONIA (“PERFORCE”), TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (INCLUDING ANY TERMS, CONDITIONS, AND RESTRICTIONS CONTAINED IN ANY ORDER RELATING TO THE LICENSED SOFTWARE). IF THE LICENSEE DOES NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT THEN DO NOT DOWNLOAD, INSTALL, ACCESS, OR OTHERWISE USE, THE LICENSED SOFTWARE. THE RIGHT TO USE THE LICENSED SOFTWARE IS CONDITIONAL UPON ACCEPTANCE OF THIS LICENSE AGREEMENT, UNLESS THE LICENSEE HAS ENTERED INTO A WRITTEN AND DULY SIGNED LICENSE AGREEMENT WITH PERFORCE, IN WHICH CASE SUCH SIGNED LICENSE AGREEMENT WILL GOVERN THE LICENSEE’S USE OF THE LICENSED SOFTWARE.

I. DEFINITIONS

1. “**Affiliate**” – means a natural person or entity that directly or indirectly controls or is controlled by or is under common control with a Party. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party whether through the ownership of voting securities, by contract, or otherwise.
2. “**Authorized User(s)**” – means a natural person or persons that are granted the License to Use the Licensed Software according to **Section III (“Grant of License”)** of this Agreement.
3. “**Commercial Licensee**” – means a Licensee who is holding, or who has been holding, a valid non-free License Certificate.
4. “**Email Support**” – means a form of customer support provided by Perforce. At the time of writing, the corresponding email address is Support-Rebel@perforce.com. Should the email address be changed, the new email address will be referred to on Perforce's web site.
5. “**Employee of Licensee**” – means a natural person who is an employee, independent contractor, or other temporary worker of the Licensee or its Affiliates.
6. “**Evaluating Licensee**” - means a natural person who does not hold, and has never been holding, a commercial License Certificate and who wants to try the Licensed Software for evaluation purposes and who has not been using the Licensed Software before the current evaluation period.
7. “**Excluded License**” - means any non-reciprocal arrangement that requires, as a condition to such arrangement, that derivatives or modifications of such software be released either (a) under specified license terms, or (b) to others at no fee.
8. “**IP Rights**” – means intellectual property rights, such as (i) patents, pending patent applications, designs, trademarks, and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow, and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and (iii) applications, extensions, and renewals in relation to any such rights.
9. “**License**” – means the license to Use the Licensed Software, as granted to the Licensee in **Section III (“Grant of License”)**.
10. “**License Certificate**” - means evidence of a license provided by Perforce to Licensee in electronic form, including an email from Perforce that includes a License Key that is intended to grant or extend the License to Use the Licensed Software.
11. “**License Key**” – means a unique key-code generated by Perforce that enables an Authorized User to use Licensed Software by unlocking the copy protection mechanism.
12. “**Licensed Software**” – means the software program distributed by Perforce or its distributors, resellers, or other authorized business partners, under the name JRebel, as produced by Perforce, including its documentation, related explanatory materials in printed, electronic, or online form, and upgrades, updates, and modified or subsequent versions of the JRebel software program.

13. **“Personal Data”** – means any personal data that the Licensee has provided or may provide (at any time in the future) to Perforce and/or any Affiliate.
14. **“Seat”** – means a license and right to unlock and use the Licensed Software via the JRebel License Server licensing for a single user on terms and conditions set forth by the corresponding License uploaded to the License Server.
15. **“Third Party Software”** – means software and other materials prepared and owned by software vendors other than Perforce.
16. **“to Use the Licensed Software”** – means to store, load, install, execute, evaluate and/or display (to **“Use”**) the Licensed Software.
17. **“Unpaid Licensee”** – means a Licensee who is holding an Evaluation License or any other type of License that Licensee has not paid the Licensor for its Use.

II. INTELLECTUAL PROPERTY RIGHTS

18. **Ownership.** The Licensed Software is the property of Perforce. Title and copyrights to the Licensed Software, in whole or in part, and all copies thereof, and all modifications, enhancements, derivatives, and other alterations of the Licensed Software, regardless of who made them, if any, are, and will remain, the sole and exclusive property of Perforce. The Licensed Software is intellectual property protected by copyright laws and international treaty provisions. The structure, organization, and code embodied in the Licensed Software constitute the valuable and confidential trade secrets of Perforce and its suppliers and are protected by intellectual property laws and treaties. The Licensed Software contains methods and techniques that Perforce holds patents for. The patented methods and techniques are protected by patent laws and relevant international treaties.
19. **Third Party Software.** Third-Party Software may be included in the Licensed Software, and such software may be subject to other terms and conditions. These terms and conditions are available in the separate file “3rd-party-licenses.txt” included in the distributions of the Licensed Software, and directly from the websites of the corresponding vendors. The Third-Party Software included in the Licensed Software is utilized in a manner such that the Licensed Software is not, in whole or in part, governed by an Excluded License.
20. **No Removal of Notices.** The Licensee agrees that Licensee will not remove, obscure, make illegible, or alter any notices or indications of the IP Rights and/or Perforce's rights and ownership thereof, whether such notice or indications are affixed on, contained in, or otherwise connected to any materials.
21. **No Hacking.** The Licensee is not allowed to undertake, cause, permit, or authorize the modification, creation, of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Licensed Software or any part thereof except to the extent permitted by law.
22. **No Redistribution.** The Licensee is not allowed to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Licensed Software.
23. **Backup Copies.** The Licensee is allowed to make one back-up copy of the Licensed Software solely for archival purposes.

III. GRANT OF LICENSE

24. **Unauthorized Usage.** The Use of the Licensed Software is allowed only pursuant to a License of any type granted to the Authorized Users set forth in this Section III. If, under any circumstances, an Authorized User or any third person discovers or creates a way to Use the Licensed Software, with or without a License Key, beyond the scope of the License granted to the Licensee, this by no means indicates that this Use of the Licensed Software is allowed or considered derivative work.
25. **Upgrades.** All types of Licenses are independent of the product version of the Licensed Software. During the Initial Term, and any Renewal Term, as applicable, Licensee will receive access to all releases of the Licensed Software, including new versions of the Licensed Software, and the Licensee is free to upgrade to a newer version at any time during the Initial Term and any Renewal Term, as applicable. Perforce reserves the right to decide that a new version of the Licensed Software has sufficiently increased or different functionality such that it is no longer available as a free upgrade.
26. **Commercial License.** Perforce hereby grants the Authorized Users of a Commercial Licensee who is holding a valid License Certificate of type “JRebel Commercial,” a non-exclusive, non-sublicensable, non-assignable, time-limited license (the **“Commercial License”**) to Use the corresponding Licensed Software according to the terms and conditions of this Agreement and the Licensee accepts this License by purchasing the corresponding License Certificate. The Commercial Licenses are subject to the following terms:

26.1 The Commercial License has the subtypes of (i) Managed License and (ii) Hosted License as defined below.

26.2 In the case of a Managed License, the Authorized Users are Employees of the Licensee to whom the Seats have been

assigned via Perforce License Server, with the restriction that the number of Authorized Users using Seats cannot exceed the number of Seats specified by the License Certificate held by the Licensee.

- 26.3 In the case of a Hosted License, the Authorized Users are Employees of the Licensee to whom the Seats have been assigned via the Rebels License Management (<https://licenses.jrebel.com>), with the restriction that the number of Authorized Users using Seats cannot exceed the number of Seats specified by the License Certificate held by the Licensee.
- 26.4 The Authorized User of a Managed License and a Hosted License is required to provide the Authorized User's email address that was issued by the Licensee in order to purchase the Seat.
- 26.5 The Seat of a Managed License and Hosted License is intended to be used by a single Authorized User during the term of the Authorized User's employment with the Licensee or the duration of Authorized User's assignment to a development project. Seats can be reassigned only at a frequency of once per month, and the Licensed Software may include measures to ensure such frequency.
- 26.6 The number of devices on which a Managed License's or a Hosted License's Seat can be used by the Authorized User will be limited by the number of devices that the Licensed Software will allow to be associated with the Authorized User's email address.
- 26.7 Licensee acknowledges that, for a Hosted License, the License Key cannot be used directly to unlock the Licensed Software. Instead, Licensee must access the Rebel License manager (<https://licenses.jrebel.com>) must be used to serve tokens that will unlock the Licensed Software for the Authorized Users.
- 26.8 The License is granted only for the time period specified in the License Certificate, subject to renewal as set forth herein.

IV. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

27. **Disclaimer of Warranty.** SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, PERFORCE MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING LICENSED SOFTWARE. Although Perforce will make reasonable efforts to fix errors in the Licensed Software, the Licensee acknowledges and accepts that the Licensed Software is provided "as is."
28. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL PERFORCE BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE LICENSED SOFTWARE, EVEN IF PERFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Perforce's accumulative liability to the Licensee, whether in contract, tort (including negligence), or otherwise, exceed the amount paid or payable by the Licensee for the Licensed Software in the preceding twelve months from the Licensee's claim. The foregoing limitations will apply to any liability under this Agreement or otherwise, even if the above stated warranty fails in its essential purpose.
29. **Indemnification of Patent and/or Copyright Infringement Claims.** Perforce will defend and indemnify Licensee for all costs (including reasonable attorney's fees) arising from a claim that the Licensed Software furnished and used within the scope of this Agreement infringes any copyright or patent provided that: (i) Licensee notifies Perforce in writing within thirty (30) days of the claim; (ii) Perforce has sole control of the defense and all related settlement negotiations, and (iii) Licensee provides Perforce with the assistance, information, and authority necessary to perform the above. Perforce will have no liability for any claim of infringement based on (i) code contained within the Licensed Software which was not created by Perforce; (ii) use of a superseded or altered release of the Licensed Software, except for such alteration(s) or modification(s) which have been made by Perforce or under Perforce's direction, if such infringement would have been avoided by the use of a current, unaltered release of the Licensed Software that Perforce provides to Licensee, or (iii) the combination, operation, or use of any software furnished under this Agreement with programs or data not furnished by Perforce if such infringement would have been avoided by the use of the Licensed Software without such programs or data. In the event Licensed Software is found to infringe or believed by Perforce to infringe, or Licensee's use of the Licensed Software is enjoined, Perforce will have the option, at its expense, to (i) modify Licensed Software to cause it to become non-infringing; (ii) obtain for Licensee a license to continue using Licensed Software; (iii) substitute Licensed Software with other software reasonably suitable to Licensee, or (iv) if none of the foregoing remedies are commercially feasible, terminate the License for the Licensed Software and refund the proportionate part of the License fees that is calculated in the following way: [refunded sum] = [whole fees paid] * [length of canceled license period] / [length of originally negotiated license period]. This section states Perforce's entire liability for intellectual property rights infringement.

V. CUSTOMER SUPPORT

30. **No Customer Support for a Free or Evaluation License.** For an Unpaid License, Perforce will have no obligation to provide support, updates, patches, bug fixes, or other enhancements.

31. **Customer Support for Commercial Licensees.** For a Commercial Licensee holding a valid License Certificate, software support will be available during the period of validity of Licensee's License Certificate as follows:
 - 31.1 For holders of a paid License Certificate of any type, Email Support is guaranteed to be available at least during a period of one year from the purchase of the License Certificate. The response time will be reasonable, but no specific response time guarantees are given.
 - 31.2 For holders of a paid License Certificate that includes the Rebel Care add-on for the same type of the Licensed Software that the support request is related to, Email Support will have a response time of 1 hour during the Business Hours.
32. **Supported Versions.** Any guarantees of support availability only apply to the latest version of the Licensed Software. The Licensee is allowed to upgrade to the latest version as specified by this Agreement.

VI. PERSONAL DATA

33. **Consent for the Processing of Personal Data.** The Licensee hereby grants Perforce and any Affiliate its consent to process the Personal Data in accordance with the purposes stipulated in Section 34 and send the Personal Data to any areas and/or entities referred to in Section 35.
34. **Purposes for Processing Personal Data.** Perforce and/or any Affiliate may process the Personal Data for the following purposes:
 - 34.1 performing or securing the performance of any agreement between the Licensee and Perforce and/or any Affiliate;
 - 34.2 improving any of the products and/or services provided by Perforce and/or any Affiliate;
 - 34.3 analyzing the use of any of the products and/or services provided by Perforce and/or any Affiliate;
 - 34.4 complying with any relevant laws or responding to any requests from any public authorities;
 - 34.5 making direct promotional offers, including sending information about the products and/or services provided by Perforce and/or any Affiliate and/or information regarding Perforce and/or any Affiliate in general; and/or
 - 34.6 preparing for any merger, financing, acquisition or dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all, or a portion of, the business or assets of Perforce and/or any Affiliate.
35. **Transferring Personal Data.** Perforce may transfer the Personal Data to the following entities:
 - 35.1 any Affiliate;
 - 35.2 any third parties which Perforce or any Affiliate uses to develop, improve, market, advertise, sell, or otherwise assist with providing any of the products and/or services provided by Perforce and/or any Affiliate; or
 - 35.3 any public authorities with legitimate interest to the Personal Data, provided, that such entities, which are member states of the European Union ("EU") or the European Economic Area ("EEA"), have the level of data protection in force in the EU and EEA, and entities, which are no-member of the EU or the EEA, have the level of data protection in force by the applicable laws.
36. **Data Subjects Rights and Data Processor.** The Licensee acknowledges that it has all the rights of a data subject, and that the data processor of the Personal Data shall be Perforce, unless Perforce notifies the Licensee otherwise.
37. **Evaluation License.** Perforce hereby grants the Evaluating Licensee a non-exclusive, non-sublicensable, non-assignable, time-limited license to Use the Licensed Software according to the terms and conditions of this Section 37 and this Agreement (the "**JRebel Evaluation License**") and the Evaluating Licensee accepts this Evaluation License by downloading and installing the Licensed Software and acquiring a License Key for evaluation. The terms and conditions of JRebel Evaluation License are as follows:
 - 37.1 The Authorized User is solely the Evaluating Licensee, a single natural person.
 - 37.2 The evaluation period starts as soon as the evaluation License Key is sent to the Licensee and lasts for the number of days specified by the License Key, unless clearly specified otherwise by Perforce while sending the License Key ("Evaluation Period").
 - 37.3 The Evaluation License is granted only for the Evaluation Period.
 - 37.4 Each Evaluating Licensee is only allowed to evaluate the Licensed Software during a total of one Evaluation Period. The Evaluation Period can be extended by Perforce on special circumstances by sending the Licensee an additional License Key for evaluation extension. This will extend the Evaluation Period as specified in the evaluation extension email.

37.5 Upon expiration of Evaluation Period, Evaluating Licensee must obtain a License Certificate to continue using Licensed Software or cease using Licensed Software immediately. Licensed Software contains a feature that will automatically disable itself upon expiration of Evaluation Period. The Licensee may not disable, destroy, or remove this feature of the Licensed Software, and any attempt to do so is deemed a breach of this Agreement and will terminate Licensee's rights to Use Licensed Software.

VII. GENERAL TERMS

38. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party. With respect to the Licensee, an assignment of this Agreement will be deemed to have occurred if Licensee is party to a merger, restructuring, reorganization, sale, or transfer of all or substantially all of a Licensee's assets, or a divestiture or sale of a business unit or division of the Licensee that makes use of the Licensed Software Used under this Agreement. An assignment or transfer not conforming to the provisions of this Section 38 shall be null and void.
39. **Applicable Law and Competent Court.** The Licensee can choose the venue for disputes arising from this Agreement from among the following possibilities: (a) courts of state of Delaware, USA; (b) courts of state of Minnesota, USA; (c) courts of England; or (d) courts of Estonia. If the Licensee is claimant in the dispute, Licensee will notify Perforce in written form or by e-mail about Licensee's choice of venue together with first notification of Licensee's claim or within thirty (30) days after it. If the Licensee is defendant in the dispute, Licensee will notify Perforce in written form or by e-mail about Licensee's choice of venue within thirty (30) days of Perforce's notification of the claim. If the Licensee does not use Licensee's right for venue selection, the default venue with exclusive jurisdiction for dispute resolution will be the courts of Estonia. After the venue has been selected by the Licensee, the courts of selected venue will have the exclusive jurisdiction over hearing and determining any suit, action, or proceedings and/or to settle any disputes arising out of or in any way relating to this Agreement or its formation or validity and for the purpose of enforcement of any judgment against defendant's property or assets.
40. **Use of Name and Logo.** Neither party shall disclose the existence of this Agreement, its terms, or conditions, the occurrence of discussions under this Agreement, or the business relationship considered by the parties hereunder, unless agreed in writing by the other party. Neither party shall issue publicity or general marketing communications concerning the other party without the other party's prior written approval.
41. **Gathering of Usage Statistics.** Licensee acknowledges and agrees that the Licensed Software may contain a feature that reports anonymized usage statistics, diagnostics information, and usage meta-information of the Licensed Software back to Perforce. The Licensee may opt out of the gathering of usage statistics by turning off this feature in the Licensed Software settings.
42. **Confidentiality.** The Licensed Software, including without limitation, the specific design, structure and logic of individual programs, their interactions both internal and external, and the programming techniques employed therein, are considered confidential and trade secrets of Perforce (the "Confidential Information"), the unauthorized disclosure of which would cause irreparable harm to Perforce. The Licensee shall use the same degree of care and means that it uses to protect its own information of a similar nature, and in any event, shall use reasonable efforts to prevent the disclosure of Confidential Information to any third parties. The Licensee shall not use, reproduce, or distribute the Confidential Information other than for the purposes authorized by this Agreement. This confidentiality obligation shall continue to apply to the Confidential Information following the termination hereof. The confidentiality obligations set forth in this Section 42 do not apply to Confidential Information that: (a) is generally known to the public through no improper action by Licensee; (b) was legitimately in Licensee's possession prior to its disclosure by Licensee; (c) becomes available to Licensee, or to its third party agents, on a non-confidential basis from a source other than Perforce or Perforce's third party agents, provided that such source is not acting in violation of a confidentiality agreement with Perforce or with any of Perforce's third party agents, or is otherwise prohibited from transmitting the information to the Licensee or to the Licensee's third party agents by a contractual, legal, or fiduciary obligation owed to Perforce or to any of Perforce's third party agents; or (d) was or is independently developed by or for Licensee or by the Licensee's third party agents without use of or reference to the Confidential Information. If the Licensee is required to disclose any Confidential Information of Perforce to a tribunal, court, or governmental or regulatory agency, then, unless the Licensee is restricted by any law or order, the Licensee will provide Perforce in advance of the disclosure to permit Perforce to obtain protective orders maintaining the confidentiality of the Confidential Information. At Perforce's request and expense, Licensee agrees to provide reasonable assistance if Perforce wishes to contest the disclosure.
43. **Late Payment Interest.** Except as otherwise provided in an invoice, all invoices shall be due and payable within thirty (30) days after the invoice date. If Licensee fails to pay any amounts due under this Agreement by the due date, Perforce will have the right to charge interest at a rate equal to the lesser of 1.5% per month, or the maximum rate permitted by applicable law, until Licensee pays all amounts due.
44. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by the Parties. Notwithstanding the aforesaid, if Licensee issues a Licensee purchase order, or any other Licensee generated documentation, and the terms and conditions conflict with this Agreement, the terms and conditions contained in this Agreement will control.

45. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
46. **No Waiver.** No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Perforce provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach. Perforce's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.
47. **Alteration of Services.** Perforce can at any time alter prices, features, specifications, capabilities, functions, release dates, general availability, or other characteristics of the Licensed Software. This will not affect the Commercial Licensee in Licensee's usage of the version of the Licensed Software the Licensee is using at the moment of these alterations, during the validity of the License Certificate Licensee is currently holding.
48. **Alteration of Terms.** Perforce reserves the right to change the terms of this Agreement from time to time by making the new revision of the Agreement available on Perforce's website and including it in the future releases of the Licensed Software. By updating the Licensed Software to a newer version that includes the new revision of this Agreement, the Licensee agrees to the new revision of this Agreement. By purchasing or otherwise receiving and accepting a new License Certificate, or otherwise extending the period of Use of the Licensed Software, the Licensee agrees to the latest revision of this Agreement available at that moment on Perforce's website.
49. **Automatic Renewal of License.** Each license granted hereunder is granted for the initial time period specified in the License Certificate ("Initial Term") and, except for any evaluation license (which will terminate at the end of its Initial Term) or otherwise specified in writing in the applicable ordering document, each License Certificate's term will renew at the expiration of its Initial Term for a time period of one (1) year (each a "Renewal Period"), and again for an identical period at the end of each such Renewal Period; *provided, however*, that, Licensee will have the option to terminate any renewal before the commencement of the next Renewal Period (the "Renewal Date") by providing written notice to Perforce no less than sixty (60) days prior to such Renewal Date. For any Renewal Period, Perforce reserves the right to increase the fees charged for License Certificates and/or Support that were charged in the prior expiring, Initial or Renewal, Period (such increase will not take into account any transaction incentives included on a prior period).
50. **Termination of Agreement.** This Agreement itself is effective until terminated. Expiration or nonexistence of each License does not terminate the Agreement. The termination of the Agreement also terminates any License granted in this Agreement. Should the Licensee breach any terms of this Agreement, the Agreement will terminate. If the breach of this Agreement is curable, Licensee will have a cure period of thirty (30) days to cure the breach after receiving a notice from Perforce. If the nature of the breach is such that it cannot reasonably be cured, the Agreement will terminate without a cure period. For the avoidance of doubt, Licensee shall not be entitled to a refund of any prepaid fees upon termination of the Agreement, and Perforce will not release Licensee from its obligations to pay Perforce all fees that have accrued under this Agreement prior to its termination. The Evaluating Licensee may terminate this Agreement at any time by destroying all copies of the Licensed Software. The Commercial Licensee may terminate this Agreement at any time by destroying all copies of the Licensed Software and notifying Perforce by e-mail. Upon termination of the Agreement, the Licensee must destroy all copies of the Licensed Software. Upon termination of this Agreement, all terms in sections "Intellectual Property Rights" (Section II), "Disclaimer of Warranty and Limitation of Liability" (Section IV), "General Terms" (Section VII), and other terms that should survive due to their nature will continue to be effective. Invoices issued for License Certificate terms will remain due and payable in accordance with their terms and in accordance herewith. Licensee agrees that upon termination of this Agreement for any reason, Perforce may take any necessary action so that the Licensed Software is no longer operational.