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**19.9 Court Costs.** If any proceeding or lawsuit is brought by SdNcenter or Licensee in connection with this Agreement, the prevailing party in such proceeding or lawsuit shall be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**19.10 Assignment.** Neither this Agreement nor any rights or obligations of Licensee hereunder may be assigned by Licensee in whole or in part (by operation of law or otherwise) without the prior written approval of SdNcenter, *provided, however,* that if Licensee is an entity or organization and enters into a merger or consolidation of Licensee, or if any entity purchases or otherwise acquires all, or substantially all, of the assets of that segment of Licensee's business relating to the subject matter of this Agreement, Licensee shall be able to assign this Agreement as a whole to the surviving corporation or purchasing or acquiring entity following notice to SdNcenter, provided that such surviving or acquiring entity first agrees in writing to be bound by the terms and conditions of this Agreement. SdNcenter may assign this Agreement, and any rights or obligations of Licensee hereunder, without the consent of Licensee. Any assignment in derogation of the foregoing shall be null and void. This Agreement shall inure only to the benefit of SdNcenter, Licensee, and their valid successors and assigns.

**19.11 Remedies.** Except as expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Software contains valuable trade secrets and proprietary information of SdNcenter, that any actual or threatened breach of Sections 4, 5, 6, 7 and 9 will constitute immediate, irreparable harm to SdNcenter for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.