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Ascensus will have no responsibility hereunder to the extent the claim is based on (i) the use by Client of other than current unaltered release of the Copyrighted Works available from Ascensus to Client if such infringement claims would have been avoided by the use of a current unaltered release; or (ii) the use or combination of the Copyrighted Works with non-Ascensus information or data, and such combined use is what gave rise to the infringement claim. The foregoing states the entire

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- 9.01 **Effect Of Waiver:** The waiver by either party or the failure by either party to claim a breach of any of the provisions of this Agreement will not be held to be a waiver of any subsequent breach or as affecting in any way the effectiveness of such provisions.
- 9.02 **Entire Agreement:** This Agreement contains the full and complete understanding of the parties regarding this Agreement's subject matter and supersedes all prior representations, promises, statements, arrangements, agreements, warranties, and understandings between the parties with respect to the subject matter of this Agreement, whether oral or written, express or implied.
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