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D. Licensee agrees to perform a self-audit upon ten (10) working days' prior written notice from Arcserve, calculating the number of Authorized Users, computers, servers or other applicable units benefiting from the Products. If Licensee's self-audit reveals that Licensee's actual usage exceeds the Authorized Use Limitations, Licensee shall procure the additional licenses required from Arcserve or its preferred reseller. If Licensee does not perform a self-audit upon request from Arcserve, or if Arcserve has reason to doubt the results of such self-audit, upon prior written notice to Licensee, Licensee shall permit Arcserve or an independent certified accountant appointed by Arcserve to access Licensee's premises subject to Government security requirements and inspect Licensee's books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Licensee's obligations under this Agreement, including without limitation the payment of all applicable Fees. Any such audit shall minimize the disruption to Licensee's business operations. Arcserve shall not be able to exercise this right more than once in each calendar year. If an audit reveals that Licensee has underpaid Fees to Arcserve, Licensee shall be invoiced for and shall pay to Arcserve or the applicable reseller within thirty (30) days of the receipt date of invoice an amount equal to the shortfall between the Fees due and those paid by Licensee.

E. Arcserve's remedies set forth in this Section are cumulative and are in addition to, and not in lieu of, all other remedies Arcserve may have at law, whether under this Agreement or otherwise.

F. Licensee may not assign this Agreement nor transfer the Products to any third party without the prior written consent of Arcserve. If such consent is obtained from Arcserve, Licensee must ensure that (i) the entire Product is transferred to a single recipient and is not sub-divided, (ii) the Product is deleted by the Licensee at the time of transfer, (iii) the Licensee passes full details of the recipient to Arcserve, and (iv) the recipient agrees to be bound by the terms and conditions of this Agreement. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Notwithstanding the foregoing, Arcserve may assign this Agreement to an entity that purchases all or substantially all of Arcserve's assets or to any successor by merger or other corporate reorganization or acquisition, without the prior consent of the Government. Arcserve may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

G. If a court holds that any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of this Agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

H. This Agreement shall be governed by and interpreted in accordance with the Federal laws of the United States.

Excusable delays shall be governed by FAR 52.212-4(f).

I. Failure by either party to enforce any particular term or condition of this License Agreement shall not be construed as a waiver of any of its rights under it.

J. The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.

K. This Agreement, the Schedule and the documents and policies referenced herein, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitute the entire agreement between the parties relating to the licensing and use of the Products and supersede any other oral or written communications, agreements or representations with respect to the Products, except for any oral or written communications, agreements or representations made fraudulently.