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- i. using his or its general technical skills when not otherwise inconsistent with the terms hereof; or
  - ii. disclosing data or information pursuant to any enforceable administrative or judicial order, provided, however, that the User first notifies ADL of the entry or existence of such order and of the User's intention to comply with its terms. Data or information shall not be deemed to be in the public domain solely by reason of any such order.
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- (f) In the event of any breach or threatened breach of the provisions of this Section, ADL shall, in addition to all other rights and remedies available to it at law or in equity, be entitled to a temporary or permanent decree or order restraining and enjoining such breach and the User shall not plead in defense thereto that there would be an adequate remedy at law, it being hereby expressly acknowledged and understood that damages at law will be an inadequate remedy in the event of such a breach or threatened breach.
- (g) If, having complied with the foregoing provisions of this Section, the User has actual notice of any unauthorized possession, use or knowledge of any part of the Licensed Software or physical embodiment thereof, or of the System Documentation any other information made available pursuant to this Agreement by anyone else other than Persons authorized by this Agreement to have such

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- (h) The User shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or System Documentation in the User's possession.
3. This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, further sublicensed or otherwise transferred by User without the prior written consent of ADL.
4. User agrees not to utilize ADL's proprietary data in the performance of services on behalf of third parties. If User knowingly or intentionally violates this clause, ADL shall, in addition to any other non-monetary remedy (such as injunctive relief) provided by law, or by this Agreement, be entitled to recover from User as liquidated damages, an amount equal to:
- a. the sum ADL would have charged the persons obtaining the benefits of such unauthorized use of the Licensed Software and
  - b. The amount received by User on account of such unauthorized use.

The foregoing is ADL's sole remedy for User's violation of the provisions of this Section.

5. Recommended Hardware Acknowledgement
- Client will provide to ADL a document substantially in the form below for each User acknowledging that the User has met the minimum hardware requirements provided as part of any Work Order.