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Article 1

RIGHTS

- 1.1** Licensor hereby grants you the personal, nontransferable, and non-exclusive
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- 1.2** Any use, copying or distribution of the Licensed Work not authorized by th shall automatically terminate your right and license hereunder. This grant sha the Licensed Work with the equipment for which the Licensed Work is published specifications. Use of the Licensed Work on processors communications networks through terminals and devices not on premises ov you is prohibited unless otherwise agreed to in writing by Licensor.

Article 2

TITLE

- 2.1** Title to the Licensed Work, including all copies and derivative works ther organization, shall be in and remain with Licensor. You hereby assign to Lic such copies and derivative works.

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2.2 The Licensed Work contains substantial trade secrets of Licensor. Licensor's organization shall employ reasonable security precautions to maintain the confidentiality of the trade secrets. As to any source code or system information furnished to you, Licensor's organization shall at all times prevent disclosure or dissemination of the trade secrets therein to any person, firm, organization, or employee, except as necessary for the use granted to you hereunder, provided such person, firm, organization, or employee complies with the terms of this License Agreement with regard to trade secrets. Licensor shall not decompile, reverse-engineer, disassemble, or otherwise attempt to unlock, decompile or reverse-assemble the binary or object code version of the Licensed Work. The terms are generally used in the trade.

2.3 Licensor claims and reserves all rights and benefits afforded under federal and state copyright law in all programming and documentation comprising the Licensed Work. You shall reproduce and include in all copies of the Licensed Work by your organization (and in all derivative works thereof) the copyright notice and legend(s) of Licensor and Licensor's licensors/vendors (if any) as they appear on the Licensed Work and on the media containing the Licensed Work supplied hereunder.

Article 3

FEES AND PAYMENTS

3.1 The fees for use of the Licensed Work consist of initial license fees based on the number of workstations on which the Licensed Work is used or planned to be used, plus a renewal fee equal to _____ percent (____ %) of the cumulative initial license fee. If you wish to increase the number of workstations on which the Licensed Work is used, the quantities corresponding to the initial license fee, you agree to notify Licensor of such expanded use and to pay an adjustment corresponding to the new level of use. The terms of such fees and the terms of payment are specified in the product invoice supplied to you. You hereby agree to pay such fees promptly as they come due for so long as the Licensed Work is installed or executed on your system or you otherwise make any use of the Licensed Work.

Article 4

WARRANTY

4.1 Licensor warrants that the Licensed Work will, for a period of ninety (90) days from the date of delivery to you, be in good working order and will conform in all material respects to the published specifications. Licensor does not warrant that the operation of the Licensed Work will be uninterrupted or error-free, or that the software functions will meet the performance requirements. Licensor shall, as its exclusive remedy for any nonconformity, repair or replace (at its option) the Licensed Work with a conforming version. If Licensor is unable to provide such a conforming version, refund the fees paid for the nonconforming copies.

4.2 The foregoing warranty does not cover repair for damages, malfunctions, or failures caused by (1) actions of any non-Licensor personnel; (2) failure to follow Licensor's operation, or maintenance instructions; (3) attachment to or incorporation in the Licensed Work in non-Licensor products not supported by Licensor; or (4) any factor beyond Licensor's control, including fire, explosion, lightning, pest damage, power surges or failures, natural disasters, disputes, water, acts of God, the elements, war, civil disturbances, acts of terrorism, government authorities or the public enemy, inability to secure raw materials, transporta-

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energy shortages, or acts or omissions of communications carriers.

4.3 EXCEPT AS STATED IN THIS ARTICLE, LICENSOR AND SUBCONTRACTORS, AND REPRESENTATIVES MAKE NO WARRANTY IMPLIED, AND SPECIFICALLY DISCLAIM OTHER WARRANTY (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY A PARTICULAR PURPOSE.

4.4 YOU AGREE THAT YOUR SOLE REMEDY AGAINST LICENSOR, SUBCONTRACTORS AND REPRESENTATIVES FOR LOSS OR DAMAGE ANY DEFECT OR FAILURE OF THE LICENSED WORK, REGARDLESS OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE LIABILITY OR OTHERWISE, SHALL BE (I) THE REPAIR OR REPLACEMENT LICENSED WORK, PROVIDED THAT SUCH LICENSED WORK ACCORDANCE WITH THE CONDITIONS PROVIDED HEREIN OR (II) CANNOT BE MADE OR AN EQUIVALENT REPLACEMENT CANNOT BE MADE, THE REFUND OF AMOUNTS PREVIOUSLY PAID BY YOU. *[Insert text required by the Magnuson-Moss Act, if a "consumer product" is involved.]*

Article 5

INDEMNIFICATION

5.1 Licensor will defend or settle, at its own expense, any claim or suit against you alleging that any Licensed Work infringes any United States patent, trademark, or trade secret. Licensor will also pay all damages and costs that by final judgment against your organization due to such infringement.

5.2 Licensor's obligation as set forth in the foregoing paragraph is expressly modified as follows: (1) That Licensor shall be notified promptly in writing by you of any claim or suit; (2) that Licensor shall have sole control of the defense or settlement of any claim or suit; (3) that your organization shall cooperate with Licensor in a reasonable settlement or defense of any claim or suit; and (4) that the claim or suit does not arise from non-Licensor modifications or from combinations of Licensed Work with other programming or devices.

5.3 If any Licensed Work becomes, or in Licensor's opinion is likely to become, an infringing product, Licensor will, at its option: (1) procure for you the right to use a non-infringing applicable product; (2) replace the product with a non-infringing product substantially equivalent to the product's specifications; (3) modify the product so it becomes a non-infringing product that performs in a substantially similar manner to the original product; or (4) if the foregoing, you will cease any infringing use of the Licensed Work and Licensor will refund the fees paid Licensor for the infringing product, less a reasonable allowance for Licensor's costs.

5.4 THIS ARTICLE STATES THE ENTIRE LIABILITY OF LICENSOR AND SUBCONTRACTORS AND REPRESENTATIVES FOR INFRINGEMENT OF ANY LICENSED WORK.

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