

**EXHIBIT A
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1. **DEFINITIONS.** As used in the Agreement, these terms shall have the following definitions:

“Agreement” means collectively (i) these Terms and Conditions, and (ii) the Software License Agreement.

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“Licensed Software” means the software identified as the Licensed Software in Section 1 of the Software License Agreement, including all Updates and Upgrades provided in accordance with Section 2.7 below

“Licensee” means the party identified as the Licensee in Section 1 of the Software License Agreement.

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“Software License Agreement” means the particular Software License Agreement to which these Terms and Conditions are attached and incorporated into by reference.

“Updates” and “Upgrades” have the meanings given in Section 2.7 below.

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10. **TERM AND TERMINATION**

10.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall continue for the period indicated as the Term in Section 10.1 of the Software License Agreement, unless terminated earlier as set forth below.

10.2 **Termination for Breach.** Either party may terminate the Agreement immediately for a material breach by the other party if such material breach of any provision under the Agreement is not cured within thirty (30) business days after receipt of written notice of breach by the non-breaching party.

10.3 **Effect of Termination.** At the termination or expiration of the Agreement, (a) Licensee must destroy all copies of the Licensed Software (except those already incorporated into Licensee Products); provided, however, that Licensee may keep a reasonable number of copies of the Licensed Software, solely to support customers that have previously purchased the Licensee Products; (b) all fees due to Licensor shall immediately become due and payable by Licensee to Licensor; and (c) provided that Licensee's customers are in compliance with their end user license agreements, all customers may continue to use the Licensed Software as incorporated in the Licensee Products. The following terms of the Agreement shall survive any expiration or termination: Sections 1 (Definitions), 2.8 (Licensor Intellectual Property Rights), 2.9 (Licensee Intellectual Property Rights), 3 (Licensee's Obligations), 5 (Payment Terms) with respect to any payment obligations that accrued prior to termination or expiration of the Agreement, 7 (Warranty Disclaimer), 8 (Limitation of Liability), 9 (Indemnification), 10 (Term and Termination), and 11 (General Provisions).

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11.2 **Notices.** Any notice or reports required or permitted to be given under the Agreement shall be given in writing and shall be delivered in a manner that provides confirmation or acknowledgement of delivery. Notices to Licensor shall be sent to the address set forth in Section 5. Notices to Licensee shall be sent to the address set forth in Section 11.2 of the Software License Agreement.

11.3 **Export Regulations.** Neither Licensor nor Licensee shall export, directly or indirectly, any information acquired under the Agreement or any Licensed Software utilizing any such information to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

11.4 **Severability.** If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of the Agreement shall not be affected thereby.

11.5 **Headings.** The paragraph headings and captions of the Agreement are included merely for convenience of reference and are not to be considered part of, or to be used in interpreting the Agreement and in no way limit or affect any of the contents of the Agreement or its provisions.

11.6 **Governing Law.** The Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Texas as applied to transactions taking place wholly within Texas between Texas residents. The parties exclude in its entirety the application to the Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

11.7 **Jurisdiction and Venue.** The Texas state courts of Travis County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Travis County District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of the Agreement, and Licensee hereby consents to the jurisdiction of such courts.

11.8 **Assignment.** Licensee shall not directly or indirectly sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld. In the event that Licensor consents to an assignment, there will be a license assignment fee imposed by Licensor in the amount set forth in Section 11.8 of the Software License Agreement. In no event will Licensor assign Licensed Software or Documentation to Licensee. Assignments shall include assignments or transfers of the Agreement as part of a corporate reorganization, consolidation, merger or sale of substantially all assets or any other change of control.

11.9 **Relationship of the Parties.** Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either party except those expressly granted herein.

11.10 **Counterparts.** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.11 **Entire Agreement.** The Agreement is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. The Agreement supersedes, and the

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END OF TERMS AND CONDITIONS.