

END USER LICENSE AGREEMENT

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Two Six Technologies grants Customer a revocable, non-exclusive, non-transferrable, limited license to access and use the Software, subject to and conditioned upon Customer’s compliance with the restrictions and limitations set forth in this Agreement. Customer may only access and use the Software for business or personal, non-commercial purposes, strictly in accordance with the terms of this Agreement.

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Customer will not:

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- (c) allow access to or permit the use of the Software by anyone other than Customer;
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- (g) modify the Software or create derivative works based upon the Software.

5. Term of Agreement

This Agreement and Customer's license to access and use the Software shall automatically terminate upon the occurrence of any of the following events:

- (a) at the end of the period of time for which Customer has paid for the right to access and use the Software;
- (b) if Customer violates any of the terms and conditions set forth in this Agreement;
- (c) the occurrence of an event of termination expressed in this Agreement; and
- (d) upon written notice (which can include notice by email or other electronic means) by either party to the other.

Upon termination, Customer must immediately cease all access and use of the Software and must permanently remove any downloaded Software from Customer's computer and destroy any copies of the Software in Customer's possession, whether in electronic or other form. The parties' rights and obligations under Sections 3, 6, 8, 9 and 10 of this Agreement will survive the expiration or termination of this Agreement.

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This Agreement and the rights granted hereunder are not assignable or transferable by Customer without the prior written consent and approval of Two Six Technologies. Any attempt to assign or transfer this Agreement or any of the rights to access or use of the Software granted by this Agreement shall be null and void.

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The Software makes use of open source components that have their own licensing requirements which may apply to Customer's use of the Software. Customer agrees to comply with those licensing requirements, which can be accessed through the administration webpage or will be delivered on the computer disc containing the downloadable Software.

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10. General Terms

10.1 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard for its choice of law provisions. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of Fairfax County, Virginia. Customer irrevocably consents to personal jurisdiction in such courts and waives all objection to venue.

10.2 Attorney's Fees/Costs in Event of Breach. In the event of breach by the Customer of any terms of this Agreement, the Customer agrees to pay all expenses, including but not limited to court costs, reasonable attorneys' fees and any other costs incurred by Two Six Technologies in enforcing its rights under this Agreement.

10.3 Failure to Exercise Rights; Waiver. The failure of any party hereto to exercise the rights granted herein shall not in any event constitute a waiver of any such rights.

10.4 Severability. If any provision of this Agreement should be held to be invalid or unenforceable by any court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain full force and effect and enforceable.

10.5 Modification of Agreement. Two Six Technologies may revise this Agreement at any time without notice by posting the modified version on the administration webpage or by delivering the modified version through other electronic means. By using the Software you agree to be bound by the then current version of this Agreement.

10.6 Final and Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, discussions or representations, oral or written, with respect to the subject matter hereof.