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ARTICLE 2

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ARTICLE 4

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4.1 Termination. This Agreement is effective until terminated. Termination of this Agreement constitutes termination of the licenses granted herein. This Agreement will automatically terminate if You fail to comply with any term or condition of this Agreement or if You cease to use the Trial Software with no intent to resume use. Upon termination of this Agreement for any reason, at Licensor's sole and absolute discretion, You shall destroy all copies of the Software in your possession or control. In addition, You are obligated to immediately remove all copies of the Software in any form, including all backup copies, from all computers and terminals on which it is installed (including any copies that may be in the possession or under the control of a Backup Provider or a Hosting Service Provider).

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ARTICLE 5

MISCELLANEOUS

5.1 Feedback. It is expressly understood, acknowledged and agreed that You may, regardless of whether or not formally requested to do so, provide to Licensor suggestions, comments and feedback regarding the Trial Software (collectively, "Feedback"). If You provide Feedback to Licensor, You grant Licensor the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sublicense and create derivative works of the Feedback as part of any Licensor product, technology, service, specification or other documentation including, without limitation the Software and the related explanatory written materials and files provided in connection with the Software (individually and collectively, "Licensor Products"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Licensor Products; and, (iii) solely with respect to Your copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

ARTICLE 6

MISCELLANEOUS

6.1 Communication of Agreement. You agree to communicate the terms and restrictions contained in this Agreement to all persons under your employment, direction or control who have access to the Software, and to require such persons to adhere to the applicable terms of this Agreement, including, but not limited to, the provisions related to Confidential Information and Restrictions on Use.

6.2 Governing Law and Jurisdiction. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Nebraska without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nebraska to the rights and duties of the parties. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state (or, if there is federal jurisdiction, the applicable federal court) courts in and for Lancaster County, State of Nebraska, U.S.A., and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

6.3 Transfer/Assignment. You shall not assign or transfer this Agreement, or any part thereof, whether directly or indirectly (including, without limitation, through a transfer of your equity interests or for any other reason including bankruptcy) without the prior written consent of an officer of Licensor or a representative of Licensor authorized in writing to exercise such authority on behalf of Licensor. You and any authorized transferee must also comply with such procedures as Licensor requires and the transferee must agree to be bound by the terms and conditions of this Agreement.

6.4 Survival. The rights and obligations contained in Sections 1.5 ("Compliance"), 1.6 ("Third Party Agreements"), 2.1 ("Disclaimer"), 2.2 ("Damages"), 2.3 ("Third Party Software"), Article 3 ("Online Services"), Article 4 ("Termination/Export Restrictions"), 5.1 ("Feedback"), 6.2 ("Governing Law and Jurisdiction"), 6.3 ("Transfer/Assignment"), 6.6 ("Severability"), 6.7 ("Construction") and this Section shall survive any termination or expiration of this Agreement.

6.5 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supercedes all prior communications, understandings, and agreements, written or oral. This Agreement may only be modified by a writing signed by an authorized officer of both parties.

6.6 Severability. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms.

6.7 Construction. "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Articles" "Exhibits" or "Sections" shall mean Articles, Exhibits or Sections of this Agreement, unless otherwise expressly indicated. The title of each Article and the headings

or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.