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5. **Compliance.** You are required to certify in writing, upon reasonable request by Company, your compliance with the terms of this EULA.
6. **Support and Subscription Services Not Included.** Company does not provide any maintenance or support services under this EULA. Additionally, this EULA, in and of itself, does not entitle you to any Updates at any time in the future.
7. **Termination.** Company may terminate this EULA immediately and without prior notice if you fail to comply with any term or condition of this EULA. In addition, Company may terminate any license associated with Software distributed for free at any time in its sole discretion. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Software and destroy all copies of the Software. The parties recognize and agree that their obligations under Sections 3, 4, 8, 9, 10, 11, 12, 14, 15, 16, 17, 19 and 20 of this EULA survive the cancellation, termination, and/or expiration of this EULA, and/or the license granted hereunder.
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You, at your expense, shall defend, indemnify and hold Company, its subsidiaries, affiliates, directors, officers, agents, employees, advertisers and partners (collectively the “Company Indemnified Parties”) harmless from and against any and all claims, liabilities, damages, losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims against a Company Indemnified Party relating to your use of the Software, any violation of this EULA or any Excluded Indemnified Claims. In the event of such claim, the Company will provide you notice of the claim, suit or action and the relevant contact information, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

- 12. Confidentiality.** You agree to: (A) refrain from using Confidential Information except as necessary to exercise the rights herein and (B) use best efforts to preserve and protect the confidentiality of the Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Company that is (i) identified as confidential; (ii) designated in writing to be confidential or proprietary; or (iii) should be reasonably understood to be confidential. Confidential Information includes the Software and its trade secrets, including but not limited to source code, the development status of the Software, the appearance, content and flow of the user interface of the Software, and the content and documentation of the Software. Confidential Information does not include information that is (a) publicly available other than through a breach of this EULA; (b) known to you prior to such disclosure; or (c) subsequently lawfully obtained by you from a third party that has no obligations of confidentiality. You agree that, without Company’s prior written consent, you will not grant access to any Company Confidential Information to any persons or entities except for your employees and agents who have a business need to have such access and who are obligated to maintain the confidentiality thereof as set forth herein. In some, limited circumstances, Company may need to engage a third party to fulfill its obligations to you under this license. By using the Software you agree that Company may provide your information to such third party for that purpose.
- 13. Hosted and Internet-Accessible Software.** Some or all of the Software may be remotely hosted or accessible to you through the Internet (“Hosted Software”). In such case, Company may suspend, terminate, withdraw, or discontinue all or part of the Hosted Software or your access to the Hosted Software upon receipt of a subpoena or law-enforcement request, or when Company believes, in its sole discretion, that you have breached any term of this EULA or are involved in any fraudulent, misleading, or illegal activities. Company may modify the Hosted Software at any time with or without prior notice to you. Company may perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Hosted Software installed on its and your system(s), which may temporarily degrade the quality of the Hosted Software or result in a partial or complete outage of the Hosted Software. Updates, patches or alerts may be delivered from Company servers, which may be located outside of your country. Company provides no assurance that you will receive advance notification of such activities or that your use of the Hosted Software will be uninterrupted or error-free.
- 14. Injunction.** You agree that money damages would be an inadequate remedy for Company in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, in the event of a breach or threatened breach of any such provisions, Company may, in addition to any other remedies afforded to it by law or equity, immediately obtain and enforce an injunction from any court of law or equity prohibiting you from breaching such provisions. All rights and remedies afforded Company by law shall be cumulative and not exclusive.

- 15. Governing Law.** THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT, AND SHALL BE DEEMED TO HAVE BEEN MADE IN, TEXAS. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CHOICE OF LAW OR CONFLICT OF LAWS PRINCIPLES THAT DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT STATE.
- 16. Disputes.** All disputes arising out of this Agreement shall be subject to the jurisdiction of the state and federal courts located in Travis County, Texas, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.
- 17. No Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.
- 18. No Assignment.** You may not assign or transfer your interests, rights or obligations under this EULA by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of an authorized executive officer of Company. Any attempt to assign this EULA by you shall be null and void.
- 19. Entire Agreement.** Unless you have entered into another written agreement with respect to the Software which has been signed by you and an authorized representative of Company and which conflicts with the terms of this EULA, you agree that this EULA supersedes all prior written or oral agreements, warranties or representations, including any and all other click-wrap, shrink-wrap or similar licenses or agreements, with respect to the Software. No amendment to or modification of this EULA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any term of this EULA is found to be invalid or unenforceable, the remaining provisions will remain effective. You agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter shall not apply to the terms and conditions of this EULA. You represent that you have read this EULA, have had the opportunity to review it with local counsel, understand it, and agree to bound by all terms and conditions stated herein.
- 20. Notices.** Notice to Company under this EULA must be in writing and sent to the address below or to such other address (including facsimile or e-mail) as specified in writing, and will be effective upon receipt.

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Austin, Texas 78701
Attn: Legal

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