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5. **Term; Termination.**

5.1 This EULA, and the licenses granted hereunder are effective upon the date of this EULA. Unless terminated earlier pursuant to Section 5.2 below, the term for the licenses granted hereunder shall be for a period of twelve (12) months from the date of this EULA.

5.2 Notwithstanding the foregoing, Perforce shall have the right to terminate this EULA immediately in the event that Licensee materially breaches its obligations hereunder. Licensee shall, within 15 days of termination of this EULA for any reason, (a) discontinue all use of the Software, (b) destroy the original and all copies of the

Software in its possession or control, and (c) provide written confirmation to Perforce of its compliance with the foregoing requirements. Upon any termination or expiration of EULA, all rights granted by Perforce to Licensee shall terminate.

6. **Licensee Indemnification.** Licensee shall indemnify and defend Perforce and its officers, directors, shareholders, employees, agents, affiliates, subsidiaries, successors, and assigns against any third party claim or threat of claim arising from or related to Licensee's, or any of its users, breach of this EULA.

7. **Miscellaneous.** Licensee may not sell, transfer, assign, or delegate any rights or obligations under this EULA. This EULA shall be governed by the laws of the State of Minnesota, without giving effect to any choice of law or conflict provision or rule, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any judicial proceeding brought with respect to this EULA may only be brought in the state and federal courts located in the State of Minnesota located in Hennepin County, and the Licensee hereby submits to the exclusive jurisdiction and venue of such courts, and any related appellate courts. No amendment or modification of this EULA, nor any waiver of any rights hereunder, shall be effective unless agreed to in a writing signed by authorized representatives by both parties. Any such waiver shall be narrowly construed to apply only to the specific provision and under the specific instance and circumstances for which it was given. Except as expressly provided in this EULA, no person or entity who is not a party will have any right or obligation pursuant to this EULA. Licensee agrees that, in addition to any other remedies available hereunder, by law, or otherwise, Perforce, and its third party providers, will be entitled to seek injunctive relief, as well as any other available equitable remedies, against any such continued breach by Licensee of such obligations. If any provision of this EULA is held invalid, illegal, or otherwise unenforceable, such provision shall be modified rather than voided in order to achieve the intent of the parties to the extent necessary to make the provision enforceable, and the enforceability of the remaining provisions of this EULA will not be impaired thereby. This EULA, including all price quotes and invoices issued in connection herewith, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels any prior and contemporaneous oral or written proposals, promises, or agreements. No terms or conditions, including any pre-printed or boilerplate terms and conditions, stated in any Licensee purchase order, or in any other Licensee documentation, shall be incorporated into or form any part of this EULA, and all such terms or conditions shall be null and void and of no force and effect. This EULA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, PDF or any other type of copy of an executed version of this EULA signed by a party is binding upon the signing party to the same extent as the original of the signed EULA.

*****Signature Page to End User License Agreement for Educational Users Follows*****

IN WITNESS WHEREOF, the parties to this EULA have executed this EULA to be effective as of the Effective Date.

PERFORCE:

PERFORCE SOFTWARE, INC.

By: _____
Name: _____
Title: _____

LICENSEE:

[University of Washington

By:  _____
Name: Christopher Lum
Title: Research Assistant Professor

EXHIBIT A

SOFTWARE AND AUTHORIZED USERS

HELIX CORE:

Number of Users: 100

The Licensee's platform configuration for Helix Core is as follows:

Server IP Address:	<u>128.95.35.199</u>
Server Port Number:	<u>1666</u>

HELIX ALM

Number of Users:

HANSOFT

Number of Users: