OPENTEXT
THE CONTENT EXPERTS

OPEN TEXT
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12.1 Term. The term of this EULA shall begin on the Effective Date and shall continue in full force until terminated pursuant to this Section 12 ("**Term**").

12.2 Termination For Default. Either party may terminate this EULA for default if the other party: (a) becomes insolvent; (b) files any proceeding in bankruptcy or acquires the status of a bankrupt; (c) has a receiver or receiver manager appointed with respect to it or any of its assets; (d) seeks the benefit of any statute providing protection from creditors or takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction. Either party may also terminate this EULA for default if the other party breaches any provision of this EULA provided: (i) the non-breaching party provides the breaching party with written notice of breach and a ten (10) day period to cure the breach ("**Cure Period**"); and (ii) the breaching party fails to cure each breach by the end of the Cure Period. Any termination of this EULA shall be without prejudice to each right or remedy which the non-breaching party may possess against the breaching party under this EULA, at law, in equity, or otherwise.

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13.6 Vienna Convention. All provisions of the United Nations Convention On Contracts For The International Sale of Goods are hereby rejected by the parties and excluded from this EULA in their entirety.

13.7 Governing Law. This EULA shall be governed by the laws of Singapore excluding its conflicts or choice of law rules. Except for injunctive relief required by OT to protect its intellectual property (which may be sought in any jurisdiction), all related litigation shall occur in the courts located in such jurisdiction. If Licensee or OT commence any litigation or proceeding against the other related to this EULA, the prevailing party shall be entitled to an award of its reasonable attorneys fees and court costs.

13.8 Force Majeure. Except for payment obligations (including License Fees, maintenance and support fees, and Applicable Taxes) or any obligations relating to the protection of or restrictions applicable to the other party's confidential information or intellectual property, neither party shall be liable to the other or be in breach of this EULA due to any failure or delay in performance of its obligations to the extent the failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storm, adverse weather conditions, strikes, labor disputes or disruptions, epidemics, wars, national emergencies, riots, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, lockout, work stoppages or other labor difficulties, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause that is beyond the reasonable control of that party.

13.9 Severability. Should any provision of this EULA be deemed contrary to applicable law or unenforceable by any court of competent jurisdiction, the provision shall be considered severed from this EULA but all remaining provisions shall continue in full force.

13.10 Export Laws. Software, including Documentation and technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software, Documentation and/or technical data.

13.11 Press Release. Licensee agrees OT may use and disclose Licensee's name and the nature of this EULA in an OT public press release and marketing materials.

13.12 Attribution Notices. Within the Software, including the graphical user interfaces of the Software, OT has inserted various ownership, attribution or branding notices (all such notices and instances collectively referred to as "**Attribution Notices**"). Without prior written consent of OT, the Licensee shall not: a) remove, modify, obscure, re-size or re-locate Attribution Notices, or b) cause any Attribution Notices to become not visible to any users of the Software.

13.13 Third Party Software. OT may resell licenses to software products owned by third parties ("**Third Party Software**"). If OT resells licenses to Third Party Software to the Licensee, the use of Third Party Software is governed by a license agreement between the owner of such software and the Licensee. OT does not provide any warranties related to the use or functionality of Third Party Software, and the parties agree that OT has no liability or obligation to the Licensee related to the use or licensing of Third Party Software. The fact that OT and the Licensee include or identify the resale of licenses for Third Party Software on an Order Document that also includes or identifies OT Software Licenses, does not imply that OT is licensing Third Party Software.

13.14 Entire License Agreement. This EULA, together with each written and signed schedule, each Applicable License Model Schedule, each applicable Order Document, and each written and signed addendum, sets forth the entire agreement between OT and Licensee with respect to the subject matter hereof, and supersedes all prior related oral and written agreements and understandings between the parties. Subject to section 11.3, neither party is bound by or is liable for any alleged representation, promise, or inducement not expressly stated in this EULA.

13.15 Third Party Rights. No term of this EULA is intended to confer a benefit on, or to be enforceable by, any person or entity who is not a party to this EULA.

13.16 Legal Review and Interpretation. It is acknowledged that this EULA was initially prepared by OT. Both parties, however, have had an opportunity for legal review of all terms. The parties therefore agree that, in interpreting any issues which may arise, any rules of construction related to who prepared the EULA shall be inapplicable, each party having contributed or having had the opportunity to clarify any issue. In addition, the headings used in this EULA are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this EULA.

13.17 Notices. Any notice under this EULA that must be given by a party in writing is deemed effective when sent via Federal Express or other commercial courier to the other party's address specified at the beginning of this EULA or on the most recent Order Document.

13.18 Hardware. If OT sells computer/IT hardware along with Software Licenses, the legal terms and conditions which govern the purchase, sale and use of such hardware are the subject of a separate agreement between the parties (even if such hardware is identified in an Order Document governed by this EULA). Unless the separate agreement provides differently, OT disclaims all warranties and liability with respect to the purchase, sale and use of the hardware to the maximum extent permitted by applicable law.