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8.2 Conduct. Each audit shall be conducted during regular business hours at Licensee’s facilities and shall not interfere unreasonably with Licensee’s business. OT shall provide Licensee with seven (7) days prior notice of each audit. Licensee shall cooperate with OT’s audit team, provide access to Licensee’s records, and allow OT to make and remove copies of Licensee’s records for the above purposes.

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12.0 Term and Termination

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 under this EULA, at law, in equity, or otherwise.

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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.

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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. The application of Licensee's purchasing or other terms and conditions is expressly rejected. 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.