

Single Site Software Evaluation Agreement

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Issuance of the license is subject to the PARADIGM compliance check. The license is for the use of the software only at the LICENSEE’s workstation.

Purpose and Duration of Agreement

This Agreement is for the sole purpose of internally evaluating the following PARADIGM software suite of products as enabled within the license key (“Software”).

The Term of this License shall not exceed 32 days from the date of the issuance of the license and shall be specifically defined within the license key provided.

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LICENSEE may not transfer or assign this Agreement or any of LICENSEE's rights or obligations under this Agreement (by operation of law or otherwise).

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Termination

Paradigm may terminate this Agreement immediately, at any time and without cause, by sending a written notice of termination to LICENSEE by e-mail, mail or commercial courier to LICENSEE's address set forth this Agreement. Termination of this Agreement shall be without prejudice to any other right or remedy available to Paradigm under applicable law.

Upon expiration of the Term or earlier termination of this Agreement, the LICENSEE shall immediately destroy the Software, together with associated documentation and all copies thereof, or return the same to PARADIGM.

If the LICENSEE decides it wishes to license the Software, a firm quotation will be offered based on the number of user licenses required and the system configuration and the LICENSEE and Paradigm shall enter into a separate Software License Agreement based on Paradigm's Standard License Terms and Conditions, that shall govern the use of Software.

Governing Law

This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any other jurisdiction to be applied. The federal and state courts in Houston, Texas, shall have sole and exclusive jurisdiction to hear any disputes between the parties related to this Agreement. The parties hereto hereby consent and submit themselves to the jurisdiction of such courts.

Entire Agreement

This Agreement is the complete and exclusive statement of the parties relating to the subject matter hereof and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, agreements and other communications between the parties relating hereto.