

## END-USER SOFTWARE LICENSE AGREEMENT

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IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE BOX ON THIS PAGE LABELED “I ACCEPT,” AT WHICH TIME THE SOFTWARE WILL BE INSTALLED ON YOUR COMPUTER.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE BOX ON THIS PAGE LABELED “I DO NOT ACCEPT,” WHICH WILL TERMINATE THE SOFTWARE INSTALLATION.

IF THE SOFTWARE IS ALREADY INSTALLED AND LICENSED, YOU HAVE ALREADY AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR SOMEONE HAS DONE SO ON YOUR BEHALF.

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5. YOUR OBLIGATIONS. You shall be solely responsible for the following: (a) providing all hardware, software, and communications capabilities required for use of the Software, as specified by Vendor; (b) generating, providing, and loading your data into the Software, including, without limitation, historical data to permit you to use the Software; and (c) providing and maintaining, at all times during the term of this Agreement, the Internet access necessary for your use of the Software.

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12. **GOVERNING LAW.** This Agreement shall in all respects be governed by and be construed in accordance with the laws of Puerto Rico, without regard to its conflict of laws provisions.

13. **FORCE MAJEURE.** If the performance of Vendor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Vendor, then Vendor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

14. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

15. **NO ASSIGNMENT.** You may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

17. **MODIFICATION.** This Agreement may be modified or amended at the sole discretion of Vendor.

18. **EXPORT CONTROL.** You agree to obey and comply with any and all applicable United States and Puerto Rico laws, rules, and regulations governing the export of software.

19. **ACKNOWLEDGEMENT AND EXCLUSIVITY.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND VENDOR, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND VENDOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT

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