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8. TERM AND TERMINATION. This Agreement and the license granted herein shall continue until terminated as described in this Section. If LICENSEE breaches this Agreement,

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9. GENERAL. This Agreement and the MLK constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations or agreements, whether written or oral, including any terms or conditions of LICENSEE's Purchase Order. This Agreement may only be amended by a written agreement, signed by both parties. LICENSEE agrees that no transfer of this Agreement and/or the MLK shall occur. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This agreement shall be governed by the laws of the State of California, excluding conflict of law provisions. If there is any litigation between the parties concerning this License Agreement, or the subject matter of it, the prevailing party in such litigation shall be entitled to recover their reasonable attorney's fees and all court costs. The parties expressly agree that venue (subject to removal by either party for a Federal Court question) for any such litigation shall be in the Superior Court of the County of Orange, State of California, and they waive any right to litigate any dispute at any other venue or to dispute the jurisdiction of such court.

10. U.S. GOVERNMENT END USERS. The SOFTWARE is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4

(June 1995), all U. S. Government LICENSEES acquire the SOFTWARE with only those rights set forth in this DLA.

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