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3.1. This Agreement will commence on the date the terms of the Invoice(s) are agreed to ("the Effective Date"). The grant of the License is conditioned on timely payment of the terms of the Invoice and when paid in full will be perpetual, subject to termination as set forth below. Support is provided for one year from the Effective Date, included with the purchase of the License and is also subject to termination with the termination of the License. Support will be provided after the first year upon payment in advance of the Annual Support Renewal Fee at TLC's then-current price. Support Agreement Renewal pricing is subject to an annual adjustment of approximately 2% in accordance with TrueLogic's standard pricing policy. Actual adjustments may vary slightly year to year.

3.2. This Agreement will terminate immediately and without notice if: (a) TLC does not timely receive any payment for the License designated in the Invoice, (b) Licensee violates any term, provision, or covenant of this Agreement; or (c) Licensee becomes insolvent, makes an assignment for the benefit of creditors, becomes bankrupt, takes the benefit of any of the laws that may be enforced for the relief of bankrupt or insolvent debtors, or has a receiver appointed by a court of competent jurisdiction. In addition, Support will terminate immediately and without notice if TLC does not timely receive the Annual Support Fee.

4. Additional Fees and Charges. If the foregoing services require, or Licensee requests, the presence of TLC support personnel at Licensee's facility, Licensee may, in addition to the foregoing fees, be required by TLC to advance TLC travel expenses (i.e., transportation, lodging, and meals) incurred in rendering service at Licensee's facility.

5. Warranty and Limitations

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5.4. Limitations. No action, whether based on contract, strict liability, or tort, including any action based on negligence or arising from the performance of services under this Agreement, may be brought by either party more than two (2) years after such action occurred, except that an action for nonpayment may be brought within four (4) years of the date of the last payment.

6. Indemnification. Licensee will indemnify, hold harmless, and defend TLC against any claims or lawsuits, including attorney's fees, arising from Licensee's use of the Software which violates this Agreement.

7. Notices. Any notice, demand, or request ("Notice") which is required or permitted to be given pursuant to this Agreement must be in writing. Any Notice will be delivered personally, by commercial carrier, fax, or by registered or certified mail, postage prepaid, addressed to a party at the addresses indicated in the Invoice. Notice given personally, by commercial courier, or by fax is effective on delivery, if delivered within regular business hours. Notice given by fax outside regular business hours and by United States Postal Service are presumed received on the third (3rd) day after the date sent. Either party may change its address for Notice by notice given pursuant to this section.

8. Relationship of the Parties. Nothing herein contained will be construed to place the parties in the relationship of partners, joint venturers or principal and agent, and neither party will have the power to obligate or bind the other in any manner.

9. Authority to Contract. TLC and Licensee each warrant that they have full power and authority to enter into this agreement and to make each and every representation and covenant contained herein.

10. No Waiver. The failure of TLC or Licensee to enforce any provision of this Agreement, or to terminate this Agreement for the breach of any covenant or condition herein, will not operate thereafter as a waiver of that provision or any other provision of this Agreement, or as a waiver of the right to terminate this Agreement as set forth above.

11. Assignability. Licensee may not assign or otherwise transfer its rights or obligations under this Agreement to any other party, including without limitation, parent, subsidiary, affiliate business entities, or locations without the prior written consent of TLC.

12. Successors. Subject to the provisions of Section 11 above, this Agreement will be binding on and inure to the benefit of the successors, heirs and assigns of Licensee and TLC.

13. Representations. Each party acknowledges it has read this Agreement, understands it, and agrees to be bound by its terms. Licensee and TLC warrant and represent that they are not precluded therefrom by any statute, regulation or other agreement now in effect.

14. Governing Law. This Agreement is performable in Plano, Collin County, Texas. All actions arising under or pursuant to the negotiation, terms or enforcement of this Agreement or any ancillary agreement or undertaking by these parties must be brought in the State or Federal Courts in or for Collin County, Texas, and to the extent such actions are not governed by Federal Law, will be governed by and construed under the laws of the State of Texas.

15. Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions will be enforced to the maximum extent permitted by law.

16. A waiver by either party of any term or condition of this Agreement will not be deemed to constitute a continuing waiver thereof, nor a waiver of any further or additional right that such party may hold under this Agreement.

17. Entire Agreement. This instrument contains the entire agreement of the parties hereto concerning its subject matter and no modification, amendment, change, or discharge of any term or provision of this Agreement will be valid or binding unless the same is in writing and signed by all the parties hereto.