

END USER LICENSE AGREEMENT

for Tryon Solutions Cycle Software Product

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2.5. License Keys. Each Trial License and Individual License of the Software must be activated with a valid License Key. Each License Key has an expiration date based on the terms of the Order. When Customer activates the Software with a License Key, Customer may only use the Software until the expiration date on the Computer for which the Software is activated with the License Key.

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6.1. **Term.** The term of this EULA shall commence on the Effective Date and shall remain in effect until terminated pursuant to this Section 6 (the "**License Term**").

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6.5. **Tryon's Right to Terminate.** Without prejudice to any other rights, Tryon may terminate this EULA if Customer fails to comply with

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12.2. **Terms and Headings.** In this EULA, words importing the singular number include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders. The division of this EULA into sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this EULA.

12.3. **Law and Forum.** If the Customer acquired this product in the United States, this EULA is governed by the laws of the State of North Carolina. If the IP was acquired outside the United States, then Customer agrees and ascends to the adherence to all applicable international treaties regarding copyright and intellectual property rights which shall also apply. In addition, Customer agrees that any local law(s) to the benefit and protection of Tryon ownership of, and interest in, its intellectual property and right of recovery for damages thereto will also apply. Any legal proceeding related to this EULA shall be conducted in the courts located in Wake County, North Carolina, United States.

12.4. **Assignment.** Neither Party shall assign this EULA or any of its rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this EULA to any party that acquires all or substantially all of its related business by merger, sale of stock or assets, or a similar transaction.

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