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(a) "Derivative Works" means software programs that incorporate any part of the Software delivered hereunder. Derivative Works include, but are not limited to, revisions, modifications, enhancements, translations or adaptations of the Software.

(b) "Divested Entity" means an affiliate, business unit, division, or organization that Licensee has sold, transferred or otherwise divested, in whole or in part, all or substantially all of its interest, to another entity.

(c) "Documentation" means the explanatory materials such as installation or operating instructions, owner or user manuals, diagnostics, prompts, etc. necessary or desirable to assist the user to understand, use, or operate the Software.

(d) "Object Code" means a series of instructions in machine executable form, which cause a computer to perform its functions or to perform specific tasks in a pre-assigned order. In Software includes, but is not

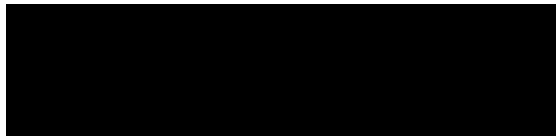
Object Code, including modifications, enhancements, updates and

tion.

Source Code in human readable form from which Object Code may be generated.

This Agreement shall be governed by the laws of the State of

including laws and economic sanctions laws and regulations, including



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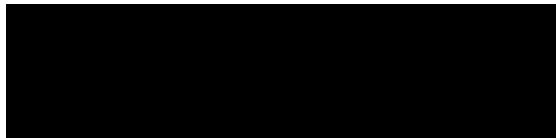
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(ii) To the third party resulting from the merger, reorganization or sale of all or substantially all of LICENSEE's assets or stock;

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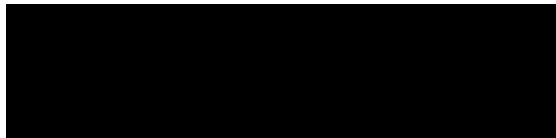
(b) Transfer and assignment under any of the above is subject to the assignee/transferee assuming all obligations under this Agreement.

(a) LICENSOR will provide, at no additional cost to LICENSEE, maintenance support for first twelve months following initial installation of Software.

(b) Beginning one year after initial installation, LICENSOR shall offer optional maintenance support for the Software. If LICENSEE elects to have LICENSOR provide this maintenance support, the parties shall negotiate the cost for such maintenance.

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(d) In performing maintenance and support to LICENSEE, the LICENSOR, its employees, independent contractors and agents may have access to information and proprietary data of LICENSEE. LICENSOR shall comply with any applicable confidentiality agreement in place between LICENSEE and LICENSOR, but if no confidentiality agreement exists, LICENSOR shall take reasonable steps to protect and safeguard LICENSEE'S information and proprietary data from disclosure to third parties, and to use such information and proprietary data only in the performance of its obligations hereunder.



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(c) This Agreement can only be amended by written amendment by an authorized procurement representative of LICENSEE and an authorized representative of LICENSOR.

(d) Acceptance of diff by aep

