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In consideration for your License and the Maintenance we agree to provide during the term of your License as specified in this Agreement, you agree to pay our License Fee, and, beginning on the first anniversary of your purchase, to pay an annual Maintenance Fee in the amount published on the DBA web site as of the time the annual Maintenance Fee is due.

In addition to all other amounts due hereunder, you also agree to pay to us, or reimburse to us as appropriate, the amount(s) due for sales tax on the Product, if any, and for any other taxes which are quantified directly by payments made by you to us. However, in no event shall you be obligated to pay any tax payable on DBA's income or paid for DBA's privilege of doing business.

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If the Maintenance Fee is not paid when due, or upon your failure to comply with any other term or condition of this Agreement, your License to use the Product terminates. In that event, you will not be able to obtain Support Services and the Product will thereafter cease to function for more than one User, and thereafter may only be used for reference purposes or for transferring data to another program.

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You acknowledge that data can get damaged or corrupted from a variety of sources outside the control of the Software itself. We do not repair damaged data. It is your responsibility to back up your data on a daily basis and to restore data from a backup copy should data damage or corruption occur.

## **10. SUPPORT SERVICES**

Subject to our policies and procedures set forth in this Agreement, in the Documentation, and in any other materials published by us in any media, DBA currently provides services to support our customers' use of the Product ("Support Services"). Support Services are separate from the Maintenance

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## **11. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the parties and may be amended only in a writing signed by both parties hereto. This Agreement takes the place of any prior agreement, oral or written, and any other communications between us concerning the Product, and supercedes any prior agreement.

NO VENDOR, WHOLESALER, DISTRIBUTOR, DEALER, RESELLER, RETAILER, SALES PERSON, CONSULTANT, NETWORK INTEGRATOR, OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THIS AGREEMENT.

## **12. GENERAL TERMS AND CONDITIONS**

This Agreement shall be construed in accordance with the laws of the State of California, and the United States of America. The parties agree that any legal action or proceeding to enforce or interpret this Agreement, or which otherwise relates to or concerns the terms of this Agreement, will be brought in the California state court, or the United States District Court, which is empowered to adjudicate matters arising from events occurring in San Luis Obispo County, California. Any term of this Agreement found to contravene a jurisdiction's law will be deleted without affecting the remaining terms. Any express or implied waiver by us of a breach of this Agreement, and any failure by us to enforce any term of this Agreement, shall not constitute a waiver of our rights in connection with any later breach or enforcement. No legal action arising out of or relating to this Agreement may be started by you more than one year after the claim or cause of action has accrued. In any legal action or proceeding to enforce or interpret this Agreement, or which otherwise relates to or concerns the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable expenses and attorney's fees.