

OC SYSTEMS RTI Evaluation Software License Agreement

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RootCause Transaction Instrumentation ("RTI") herein referred to as RTI.

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1.2 "RTI" shall mean the shared libraries and software to instrument and collect data from the "Target Application" and the User Interface software used to define and view the collected data.

1.3 "Product" shall have the same meaning as RTI.

1.4 "Target Application Environment" shall mean the computer or network on which the Target Application executes"

1.5 Documentation shall mean all documentation accompanying RTI including but not limited to the User's Guide in any form, on-line or printed.

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12.2 Any notices to Licensor or other communications required or permitted hereunder shall be sufficiently given when delivered by hand and acknowledged thereof, or sent by certified mail, postage prepaid, addressed as follows: OC Systems Inc., 10521 Rosehaven Street, Suite 210, Fairfax, VA 22030, ATTN: Contracts.

12.3 Licensee acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee further agrees that it is the complete and exclusive statement of the agreement between the parties and except as permitted herein supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

12.4 No modification, addition to or waiver of any right, obligation or default under this Agreement shall be effective unless in writing and signed by both parties.

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12.6 Licensee acknowledges that the provisions of Sections 2.2, 3, 4, 5, 6, 7, 8, 11, and 12, survive the expiration or prior termination of this Agreement.

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