

## **EXHIBIT A**

### ***END USER SOFTWARE LICENSE AGREEMENT ("EULA")***

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CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING ANY SOFTWARE. USE OF SUCH SOFTWARE AND THE RELATED MATERIAL PROVIDED HERewith (COLLECTIVELY, THE "SOFTWARE") INDICATES CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF CUSTOMER DOES NOT WISH TO AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL ANY SOFTWARE FROM LICENSOR. CUSTOMER ASSUMES RESPONSIBILITY FOR THE SELECTION OF THIS PROGRAM TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE.

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- (c) The terms of Section 12 ("Limitation of Liability") of the Contract shall apply to this EULA.

#### **TERM:**

The EULA is effective until terminated. The license granted herein will automatically terminate without further action of Licensor if Customer fails to comply with the restrictions as recited herein. Customer may terminate this EULA at any time by deleting the Software from Customer's computer(s) together with all copies thereof.

#### **GENERAL:**

Unless otherwise stated herein, all other terms of the Contract shall apply to this EULA.

The EULA will be governed by the laws of the State of Illinois, United States of America, without regard to its conflict of law principles. The EULA may be modified only in a writing signed by the duly authorized representatives of each of the Parties.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS EULA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. CUSTOMER FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES THAT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS EULA.