

## EXHIBIT A

### CloudBees Software and Training Materials License Agreement

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YOU CERTIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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**8. Term and Termination.** The term of this Agreement will begin on the earlier of the date this Agreement is accepted by Licensee or Licensee's first use of the Software and end on the date this Agreement is terminated by either party. This Agreement may be terminated at any time by either party upon written notice to the other party. Upon termination or expiration of this Agreement, Licensee will deinstall the Software, and return the Software and Training Materials to CloudBees and certify to CloudBees in writing that all copies or partial copies thereof have been deleted from every computer library and storage device under Licensee's control and are no longer in use by or on behalf of Licensee, and have been returned to CloudBees. Termination will not affect any claim, liability or right arising prior to termination. All rights and obligations granted under Sections 2, 3, 5, 6, 7, 8, 9 and 10 of this Agreement will survive the expiration or termination of this Agreement.

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This Agreement will be governed by and construed in accordance with the laws of the United States and the State of New York without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in New York, New York, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. All notices must be in writing and will be effective three (3) days after the date sent.