

## SIPERA SYSTEMS, INC. END USER LICENSE AGREEMENT

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each such person shall have agreed to protect the confidentiality of the Software and Documentation at least to the same degree as does this Agreement.

6. Updates. You understand that Siperia may update the Software at any time. Such updates may be provided to you in due course, but Siperia has no obligation to provide such updates to you. You may decide whether to install updates to the Software unless Siperia expressly notifies you that a particular update is mandatory.
7. Assumption of Operational Costs. You shall assume all responsibility for delivery, installation, and operation of the Software, transaction costs, installation charges, risk of loss, use charges, taxes, transfer charges, and like costs and associated taxes.
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10. Jurisdictions Preventing Limitation or Exclusion of Warranty or Liability. Since some jurisdictions do not allow certain limitations or exclusions of warranties or liability, some or all of the limitations and exclusions set forth in Sections 8 and 9 above may be held unenforceable as applied to you. In such cases, Siperia's liability shall be limited to the greatest extent permitted under applicable law.
11. Export. This Agreement is expressly made subject to all applicable export or import laws, regulations, orders, or other restrictions. Notwithstanding anything contained in this Agreement to the contrary, you shall not export or import, directly or indirectly, any Software or information pertaining thereto to or from any country to which such export or import is restricted or prohibited or as to which such government or any agency thereof requires a license or other governmental approval at the time of export or import without first obtaining such license or approval.
12. Government Users. If you are a branch or agency of the United States Government or a contractor thereto, the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policies set forth in 48 C.F.R. 12.212; or (ii) for acquisition on behalf of the department of defense consistent with the policies set for the in 48 C.F.R. 227.7202-1 (Aug. 1995) and 227.7202-3 (Aug. 1995).

13. Term and Termination. This Agreement is effective upon installation of the Software, and shall remain in effect in perpetuity unless terminated in accordance with this section. The Agreement will automatically terminate upon your failure to comply with any term or condition of this Agreement. Upon termination, (i) you shall cease all use of the Software, (ii) you shall either return to Sipera or destroy both the Software and the Documentation together with any copies thereof; and (iii) all terms and conditions of this Agreement shall cease, except for Sections 1 (Definitions), 4 (Restrictions), 5 (Ownership), 6 (Confidentiality), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Jurisdictions Preventing Limitations), 13 (Term and Termination), and 14 (General) which shall survive any termination of this Agreement.
14. General. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, USA, without regard to any principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. All disputes arising under this Agreement shall be brought exclusively in a federal or state court located in Dallas County, Texas. You consent to the personal jurisdiction of such courts and hereby waive any objection to venue of such courts. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such right or provision with respect to any subsequent breach. No terms, provisions, or conditions of any purchase order, acknowledgement, check, or other business form that you may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Sipera to object to such terms, provisions, or conditions. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, whether in writing or oral, with respect to the subject matter of this Agreement. This Agreement may not be amended or modified in any respect unless approved in writing and signed by a duly authorized representative of the respective parties. Your rights under this Agreement may not be transferred or assigned without the prior express written consent of Sipera, and any such attempted assignment shall be void. Sipera may assign this Agreement in its discretion.