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- 4. <u>Termination</u>: If you breach this Agreement, the License terminates automatically and immediately and you must destroy or return to Appligent all your copies of the Software.

5. <u>Limited Warranty</u>: Appligent warrants the media on which the Software is provided to be free from defects in materials under normal use for a period of ninety (90) days from the date of delivery as evidenced by your purchase receipt. Your sole and exclusive remedy for breach of this warranty is replacement of the media upon delivery of the defective media to Appligent.

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- b. You agree that when licensing Appligent Software for acquisition by the U.S. Government, or any contractor therefore, you will license consistent with the policies set forth in 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4, as applicable.
- 12. <u>Compliance with Licenses</u>: If you are a business or organization, you agree that upon request from Appligent or Appligent's authorized representative, you will within thirty (30) days of such request fully document and certify that you are in conformity with your valid licenses. Appligent may, at its expense, appoint an independent third party to verify the usage and number of copies and installations of the Software in use by the you.

- 13. <u>Governing Law and Choice of Venue</u>: The construction, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without application of its conflicts of laws principles. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction in the Commonwealth of Pennsylvania and you agree to accept and submit to the personal jurisdiction of such court. Under no circumstances shall the Uniform Computer Information Transactions Act (UCITA), or any version thereof, apply to this Agreement.
- 14. <u>Entire Agreement</u>: Except for any applicable Purchase Agreement, this Agreement is the entire agreement between you and Appligent regarding the license of Server Software and it supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the license of such Software. The terms of this Agreement may only be changed by a written amendment signed by an officer of Appligent.
- 15. <u>Severability</u>: If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.
- 16. <u>Non-Waiver</u>: Appligent's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies, or options or in any way to affect the validity of this Agreement.
- 17. <u>Survival</u>: Any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, shall remain in effect until fulfilled and shall apply to respective permitted successors and assignees.