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1.6 Third Party Agreements. Certain software, or portions thereof, accessed through, used in connection with or included in the Trial Software may be subject to the terms and conditions of other third party agreements (collectively, "Third Party Agreements") which contain terms that may expand (or restrict) Your and/or third parties' rights to use certain portions of the Trial Software (collectively, "Third Party Software"). The Third Party Agreements, any related documentation and other information about all such Third Party Software are available at the website <http://support.tabs3.com/main/R10348.htm> or its successor website(s). You acknowledge and agree that You have read, understood, and agree to the terms and conditions of each such Third Party Agreement. The Third Party Agreements may permit You and/or third parties to copy, modify, redistribute and have access to the source code of the Third Party Software portions of the Trial Software. To the extent the terms and conditions of any Third Party Agreement are inconsistent with or contradictory to the terms and conditions of this Agreement, then the terms and conditions of the Third Party Agreement shall prevail and control, only insofar as they apply to any Third Party Software included within the Trial Software.

ARTICLE 2

DISCLAIMER/LIMITATION OF LIABILITY

2.1 DISCLAIMER. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THAT CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, LICENSOR AND ITS RESELLERS PROVIDE THE TRIAL SOFTWARE AND ACCESS TO ANY WEBSITES, ONLINE SERVICES AND CD SERVICES, IF ANY, "AS-IS" AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY,

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3.1 Online Services. The Trial Software may rely upon or facilitate Your access to websites maintained by Licensor or its affiliates or third parties offering goods, information, software or services ("Online Services"). Your access to and use of any website or online services is governed by the terms, conditions, disclaimers and notices found on such site or otherwise associated with such services, for example, the Terms of Use located at <http://www.tabs3.com/legaltermsofuse.html>. Licensor may at any time, for any reason, modify or discontinue the availability of any website or Online Services.

3.2 Third Party Online Services. Licensor does not control, endorse or accept responsibility for websites or Online Services offered by third parties. Any dealings between You and any third party in connection with a website or Online Services, including delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party. EXCEPT AS EXPRESSLY AGREED BY LICENSOR OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, YOUR USE OF WEBSITES AND ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 2.1 and 2.2.

ARTICLE 4

TERMINATION/EXPORT RESTRICTIONS

4.1 Termination. This Agreement is effective until terminated. Termination of this Agreement constitutes termination of the licenses granted herein. This Agreement will automatically terminate if You fail to comply with any term or condition of this Agreement or if You cease to use the Trial Software with no intent to resume use. Upon termination of this Agreement for any reason, at Licensor's sole and absolute discretion, You shall immediately return the Trial Software to Licensor together with all copies in any form or destroy the same.

4.2 Export Rules. You agree that the Trial Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Trial Software is identified as an export controlled item under the Export Laws, You represent and warrant that You are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Libya, Cuba and North Korea) and that You are not otherwise prohibited under the Export Laws from receiving the Trial Software. All rights to use the Trial Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.

ARTICLE 5

MISCELLANEOUS

5.1 Feedback. It is expressly understood, acknowledged and agreed that You may, regardless of whether or not formally requested to do so, provide to Licensor suggestions, comments and feedback regarding the Trial Software (collectively, "Feedback"). If You provides Feedback to Licensor, You grants Licensor the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sublicense and create derivative works of the Feedback as part of any Licensor product, technology, service, specification or other documentation including, without limitation the Software and the related explanatory written materials and files provided in connection with the Software (individually and collectively, "Licensor Products"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Licensor Products; and, (iii) solely with respect to Your copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

5.2 Notices. Any notice required or permitted to be given under this Agreement shall be validly given, made or served if in writing and delivered personally by hand, by a nationally recognized overnight courier service (i.e., FedEx or United Parcel Service), by United States certified or registered first class mail, postage prepaid with return receipt requested or by

facsimile transmission. Each such notice or other communication shall be effective if delivered (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section; or (b) by United States certified or registered first class mail, on the date appearing on the return receipt therefore. In the event that a party is unable to deliver a notice or other communication due to the inaccuracy of the address provided by the other party pursuant to this Section, or the other party's failure to notify the party of a change of its address as specified pursuant to this Section, such notice or other communication shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other party's address as set forth in this Section (or other address duly given to the party by the other party in accordance with this Section).

Addresses for notices (unless and until written notice is given of any other address):

If to Licensor, to:
Software Technology, Inc.
1621 Cushman Drive
Lincoln, Nebraska 68512
Attn: Legal department

If to You, to the address and facsimile number provided by You to Licensor or its reseller when receiving the Trial Software.

ARTICLE 6 **MISCELLANEOUS**

6.1 Communication of Agreement. You agree to communicate the terms and restrictions contained in this Agreement to all persons under your employment, direction or control who have access to the Software, and to require such persons to adhere to the applicable terms of this Agreement, including, but not limited to, the provisions related to Confidential Information and Restrictions on Use.

6.2 Governing Law and Jurisdiction. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Nebraska without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nebraska to the rights and duties of the parties. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state (or, if there is federal jurisdiction, the applicable federal court) courts in and for Lancaster County, State of Nebraska, U.S.A., and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

6.3 Transfer/Assignment. You shall not assign or transfer this Agreement, or any part thereof, whether directly or indirectly (including, without limitation, through a transfer of your equity interests or for any other reason including bankruptcy) without the prior written consent of an officer of Licensor or a representative of Licensor authorized in writing to exercise such authority on behalf of Licensor. You and any authorized transferee must also comply with such procedures as Licensor requires and the transferee must agree to be bound by the terms and conditions of this Agreement.

6.4 Independent Contractors. The relationship of Licensor and You established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.

6.5 Survival. The rights and obligations contained in Sections 1.5 (“Compliance”), 1.6 (“Third Party Agreements”), 2.1 (“Disclaimer”), 2.2 (“Damages”), 2.3 (“Third Party Software”), Article 3 (“Online Services”), Article 4 (“Termination/Export Restrictions”), 5.1 (“Feedback”), 5.2 (“Notices”), 6.2 (“Governing Law and Jurisdiction”), 6.3 (“Transfer/Assignment”), 6.4 (“Independent Contractors”), 6.7 (“Severability”), 6.8 (“Construction”) and this Section shall survive any termination or expiration of this Agreement.

6.6 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supercedes all prior communications, understandings, and agreements, written or oral. This Agreement may only be modified by a writing signed by an authorized officer of both parties..

6.7 Severability. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms.

6.8 Construction. “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Articles” “Exhibits” or “Sections” shall mean Articles, Exhibits or Sections of this Agreement, unless otherwise expressly indicated. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.