

END USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a named legal entity) and EXPERT CHOICE, INC. ("Licensor") for the Licensor Software Product that accompanies this EULA, which may also include associated media, printed materials, and "online" or electronic documentation (collectively the "Software"). "Software" shall also include all related documentation, updates, and upgrades that replace or supplement the Software and are not distributed with a separate license.

BY CLICKING THE ACCEPT BUTTON BELOW, OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, DOCUMENTATION AND/OR THE HOSTED SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. THIS EULA SUPERCEDES PRIOR EULAS.

If you agreed to these terms on behalf of an organization, you hereby represent to Licensor that you are authorized to accept these terms on its behalf.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, THEN DO NOT CLICK THE ACCEPT BUTTON, INSTALL, DOWNLOAD, OR USE THE SOFTWARE, DOCUMENTATION AND/OR HOSTED SERVICES.

The Effective Date of this EULA is the date that Client accepts this Agreement by clicking on the "Accept" button below. Notwithstanding, the effective date of the term of the license is based on the Order Documents.

This EULA consists of the General Terms and Conditions (set forth below), the applicable Order Documents, the [Expert Choice Service Level Agreement](#) for Hosted Services, and annual software as a service (SAAS) fees.

To the extent there is a conflict between this EULA and any other separately negotiated and executed agreement covering the same Expert Choice Software Products (as defined below), the conflicting terms of this agreement will control, except or unless the parties execute a special agreement which shall govern this agreement.

As used throughout this EULA, Expert Choice and Client may also be referred to individually as a "Licensor" or collectively as the "Licensees."

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

(a) Project means the Web-based decision or risk model generated by Client using the Software Product and/or the Hosted Services that is designed to elicit data and judgments from users with respect to the business objectives and/or alternatives or events for which the Project is created.

(b) Active Project means a Project (a) that is published or otherwise made available to users for the purpose of entering measurable data and/or judgments into such Project; and (b) into which measurable data and/or judgments have been entered. Project becomes an "Active Project" immediately upon the first time a user enters measurable data and/or a judgment into such Project; provided, however, that a Project will not be considered an "Active Project" during any time period where such Project is inactivated through the archiving feature of the Software.

(c) Delivery means the sooner of the date that Expert Choice: (i) delivers the Software on any medium to the Client; or (ii) makes the Hosted Services available to Client for its access and use, as the case may be.

(d) Documentation means the then current, generally available, written instructions, user guides, and user manuals for the Software, if applicable, whether in electronic, paper or other equivalent form, provided by Expert Choice and in connection with any updates, modifications and improvements to the Software, regardless of form or media.

(e) Hosted Services means the provision of access over the Internet to the functionality of the Software.

(f) Intellectual Property Rights means, collectively, all rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including moral rights and similar rights.

(g) Named User(s) mean(s) the employees, agents or authorized representatives of Client that may be specifically named in the Order Documents who are authorized to use the Software. Named Users may include Client contractors performing work on Client's behalf.

(h) Order Documents means the ordering documents (purchase proposal, purchase order, or invoice) representing the initial purchase of the Software well as any subsequent purchases agreed to between the Parties submitted by Client and agreed to by Expert Choice and that specify, among other things, the Software purchased, the license type, license grant, license term,

and fees.

(i) Products means one or more of software products purchased by Client as set forth in an Order Documents, the Hosted Services, the Software and/or if applicable the desktop version of the Software. readable, object-code version of Expert Choice's proprietary software, including all related Documentation.

(j) Third-Party means any department or division of Client not specifically identified herein, or any person, entity or Party other than the Parties, regardless of relation or affiliation with either Party.

2. FEES, PAYMENT AND DELIVERY.

(a) Fees. Client shall pay the applicable license, hosting and other fees (if any) and applicable fees for any Maintenance Plan(s) purchased by Client as set forth in the applicable Order Documents.

(b) Payment. Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Documents or, if not indicated therein, within thirty (30) days of Client's receipt of Expert Choice's invoice. If Client fails to timely pay any amount due within thirty (30) days of the payment due date or as specified in the Order Documents, Client shall pay, in addition, interest at the rate of one and one-half percent (1 1/2%) per month, but not to exceed the maximum allowed by law, on such delinquent amount. Failure to pay is considered a breach of contract that results in software access termination; reinstatement fees will apply.

(c) Taxes. All fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Software Products or performance of any services (collectively, "Taxes"). Client shall be responsible for, and if applicable reimburse Expert Choice for, all such Taxes, except for governmental or local taxes imposed on Expert Choice's net income.

(d) Expert Choice will make the Delivery of the Software Products as set forth in the applicable Order Documents.

3. GRANT OF LICENSE.

Licensor grants you the following rights provided that you comply with all terms and conditions of this EULA.

(a) Grant. Licensor hereby grants you a non-exclusive, non-transferable license, without rights to sublicense, to use the object code of the Software (software as a service or SAAS) solely for your own internal business purposes, provided such purpose is in accordance with the permitted uses of the Software Product as set forth in this EULA and the purpose for which the Software was designed as set forth in the applicable documentation for the Software, and to the extent permitted by your payment of applicable license fees. You may use the documentation accompanying the Software in connection with permitted uses of the Software. Licensee, may be granted expanded self-hosting privileges or expanded use privileges as specified in the Order Documents. Should Licensor be granted license rights to support multiple end user organization, you agree to provide the name, location and use case for the end user.

(b) Installation and Use. You may use, access, display, install and run one instance of the Software on a single computer, such as a workstation, terminal or other device ("Workstation Computer"). The Software may not be used or copied by more than one processor at any one time on any single Workstation Computer.

(c) Copies. If granted self-hosting privileges, you may download the number of copies allowed by the Software's digital rights management from an authorized source. However, you may use only one copy of the Software on a single computer at any given time. You may not make a copy of the Software available on a network where it could be used by multiple users at the same time. You may not make the Software available over a network where it could be downloaded by multiple users. You may make a single copy of the Software for back-up purposes, provided such copy is not installed or used on any computer. At the time of registration of the Software, you may only register and put in use the most current version of the Software.

(d) Pre-Release. Any attempt to circumvent or interfere with Licensor's authorized process for distribution of pre-release Software may result in termination of this EULA.

4. EDUCATIONAL (ACADEMIC) LICENSES.

(a) Education (Academic) License. *Subject to availability*, if you activate the Software with a License Key for an "Educational (Academic) Product" you may use the Product for such period and purpose as agreed in writing by Licensor. Expert Choice may monitor activity to make sure the license is not violated, and with permission of the Licensee, may use models that were developed during license term.

(b) Support. Licensor will only provide support to Named Users specified in the Order Document(s). There is no duty to provide support to students or evaluators during your use of the Product.

5. RESERVATION OF RIGHTS AND OWNERSHIP.

The Software is licensed, and not sold, to you for use only under the terms of this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Licensor or its suppliers own the title, copyright, and other intellectual property rights in the Software. Except as expressly licensed to you herein, Licensor and its suppliers reserve all right, title and interest in the Software and all associated copyrights, trademarks, and other intellectual property rights therein. The EULA is limited to the intellectual property rights of Licensor and its suppliers in the Software and does not include any rights to other intellectual property.

Property and Content Ownership: Except as specifically provided for in this agreement, (a) each party will retain all ownership of their respective property, including Customer's property, Expert Choice property, Expert Choice content, and Expert Choice patents and trademarks, and (b) nothing in this agreement will serve to license or transfer either party's property to the other.

No Challenge to Validity: Neither party will challenge the validity of the other party's ownership of its property, or its Intellectual Property rights in that property.

Derivative Works: Customer will own all derivative works and content (including models, data analyses, and databases) it creates from the Expert Choice content, to the extent those works are separable from the Expert Choice Content. Expert Choice will own any derivative works and content related to software and service improvements for its Property.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the Software by any means whatsoever, or alter, modify, enhance, or create a derivative work of the Software. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the software.

7. NO RENTAL/COMMERCIAL HOSTING/ASSIGNMENT.

You may not rent, lease, lend or provide hosting services with the Software for third parties, unless expanded use privileges are provided in the Order Documents. You may not represent yourself as purveyor of the software without permission. You may not use the Software to provide commercial services to third-parties unless expanded use privileges are provided in the Order Documents. You may not assign the software or any obligations to third parties, unless expanded use privileges are provided in the Order Documents.

8. CONSENT TO USE OF DATA.

You agree that Licensor and its affiliates may collect and use technical information gathered during any Trial Period or as part of the product support services provided to you, related to the Software or part of the product marketing services provided. Licensor may use this information to improve its products, or to provide customized services or technologies to you. Customized services or technologies will remain the sole property of the Licensor. Licensor will limit sharing of technical information on an unattributed basis for purpose of product or service improvement. Licensor will not disclose any non-technical Licensee information without express permission.

9. TRANSFER.

If granted self-hosting privileges, during active support periods, you may move the Software to a different Workstation Computer; such transfer may require you to contact Licensor to effectuate such transfer. After the transfer, you must completely remove the Software from the former Workstation Computer. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EVALUATION PRODUCTS OR PRE-RELEASE COPIES OF THE SOFTWARE. YOU MAY NOT SUBLICENSE, RENT OR LEASE YOUR RIGHTS IN THE SOFTWARE OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED EXCEPT AS MAY BE EXPRESSLY PERMITTED IN THIS EULA.

10. TERMINATION.

This EULA is effective until terminated in accordance with the END TERM DATE specified in Order Documents. Your rights under this EULA will terminate immediately and automatically if you fail to comply with any of the terms and conditions of this EULA. Promptly upon termination, you must cease all use of the Software, destroy all copies of the Software in your possession or control, and, upon request of Licensor, certify such destruction. Licensor's termination of this EULA will not limit any of Licensor's other rights or remedies at law or in equity.

1. Obligations Upon Termination. Upon the termination or expiration of this Agreement: (i) Client shall promptly pay in full all outstanding payments to Expert Choice (but in any event, no later than ten (10) days following the date on which termination or expiration is effective); (ii) all licenses granted hereunder (if any) will immediately terminate and Client

shall immediately cease all use of the Products; (iii) Client shall remove all copies of the Software from its computer systems, if any, and shall return or destroy (at Expert Choice's option) all such copies to Expert Choice; and (iv) the receiving Party shall promptly return all Confidential Information of the disclosing Party in its the possession or control. With respect to (iii) and (iv) of the preceding sentence, Client shall certify to Expert Choice in writing within ten (10) days of the date on which termination or expiration is effective that it has made no other copies, or has completely destroyed all copies, including backup or archive copies, of the Software or any portion thereof, and that no copies of any portion of the Software are in existence on any network, system, or equipment ever owned or used by Client. The expiration or termination of this Agreement does not relieve either Party of any obligations that have accrued on or before the effective date of the termination or expiration.

2. **Termination For Breach.** In addition to any other termination rights expressly set forth herein or in the Order Documents, either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching Party.

11. ADDITIONAL SOFTWARE/SERVICES.

This EULA applies to updates, supplements, add-on components, or Internet-based services components of the Software that Licensor may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Licensor reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software. Consultation Services may require a separate contract.

12. UPGRADES.

To use Software identified as an upgrade, you must first be licensed for the Software identified by Licensor as eligible for the upgrade. Except as otherwise provided in writing, after upgrading, you may no longer use the Software that formed the basis for your upgrade eligibility.

13. CONSULTING SERVICES AND SUBSCRIPTION SERVICES NOT INCLUDED.

Licensor will not provide any support services (consulting services) under this EULA. This EULA does not give you any rights to any updates or upgrades to the Software or to any extensions or enhancements to the Software developed by Licensor at any time in the future. Licensor may offer consulting support services separately. Any supplemental software code or related materials that Licensor provides to you as part of any support services are to be considered part of the Software and are subject to the terms and conditions of this EULA.

14. EXPORT RESTRICTIONS.

You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

15. WARRANTY OF TITLE.

Licensor warrants that it owns and/or has the right to license the Software.

16. DISCLAIMER OF WARRANTIES.

THE EXPRESS IN SECTION 16 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND DOCUMENTATION, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE (OR LESSOR ACKNOWLEDGES) THAT YOU HAVE NOT RELIED ON ANY WARRANTIES OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 16. LICENSOR DOES NOT WARRANT THAT THE USE OR OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

Assumption of Responsibility. You assume all responsibility for the selection of, use of, and results obtained from the Software Products. All warranties, express or implied, extend solely to you and not to any Third Parties.

17. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

1. Indemnification Against Liability for Infringement. Licensor shall indemnify you against all liabilities, claims and legal costs (including reasonable attorney fees) paid to or for the benefit of a third-party arising from any third-party claim or suit alleging that the Software infringes: (i) any copyright; (ii) the trade secret or trademark rights of any third-party; or (iii) any U.S. patent existing on the date the Software in question is delivered to you. You shall promptly notify Licensor in writing of any such third-party claim. No failure to so notify Licensor shall relieve Licensor of its obligations under this Agreement, except to the extent that Licensor can demonstrate damages attributable to such failure. Licensor shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) you shall be entitled to participate in the defense of such claim and to employ counsel at your own expense to assist in the handling of such claim, and (ii) Licensor shall obtain the prior written approval from you before entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive or other equitable relief to be imposed against you.
2. Limitations on Indemnification. Licensor shall have no liability for, and shall not indemnify you against, any infringement claim resulting from: (i) modification of any Software; (ii) combination of any Software with hardware, software or other intellectual property provided by anyone other than Licensor; (iii) use of a superseded or altered release of some or all of the Software or any modification thereof furnished under this EULA including, but not limited to, your failure to use corrections, fixes, or enhancements made available by Licensor; or (iv) use of any Software in any manner not expressly contemplated hereunder.
3. Repair or Replacement of Infringing Software. In the event of a third-party infringement claim, Licensor shall, at its sole election and expense: (i) procure for you the right to continue to use the Software pursuant to this EULA; (ii) replace or modify the Software to make it non-infringing while still complying with the terms of this EULA; or (iii) if none of the above options is reasonably available, refund the license fees associated with the infringing portion of the Software, minus the term already utilized.
4. Applicability to Third-Party Products. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES AND PROVIDES NO INDEMNIFICATION OR REPLACEMENT COVENANTS OF ANY KIND WITH RESPECT TO THIRD-PARTY PRODUCTS. Licensor's sole responsibility as to Third-Party Products is to pass through any intellectual property warranties, indemnification and replacement provisions that Licensor receives from the vendors or suppliers of such Third-Party Products and which Licensor is allowed to pass on. "Third-Party Product" means application software products provided by third-party vendors, including operating system and application software with which the Software interfaces and which provides certain functionality essential to the operation of the Software.
5. EXCEPT AS OTHERWISE PROVIDED HEREIN, SECTIONS 4E AND 18A THROUGH 18D STATE THE LICENSOR'S AND ITS THIRD-PARTY SUPPLIERS' ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS OF INFRINGEMENT OVER INTELLECTUAL PROPERTY RIGHTS.

18. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL & CERTAIN OTHER DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LICENSOR OR ANY SUPPLIER, AND EVEN IF LICENSOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. LIMITATION OF LIABILITY AND REMEDIES.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Licensor and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Licensor) shall be limited to actual, direct damages up to the amount actually paid by you for the Software. The foregoing limitations, exclusions and disclaimers (including Sections 17, 18, 19 and 20 shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

20. U.S. GOVERNMENT LICENSE RIGHTS.

All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant

to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227 -14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

21. APPLICABLE LAW.

This EULA will be governed by the laws of the Commonwealth of Virginia of the United States of America, without regard to its choice of law principles, as applied to agreements entered into elsewhere in the world. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the Commonwealth of Virginia and federal courts having within their jurisdiction in Arlington County. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Virginia or federal law. The parties agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to this EULA nor to any dispute or transaction arising out of this EULA.

22. INJUNCTIVE RELIEF.

You agree that a breach of this EULA adversely affecting Licensor's proprietary rights in the Software may cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

23. CONFIDENTIAL INFORMATION.

You acknowledge and agree that the Software and all information emanating from the Software and Licensor's business in any form are valuable trade secrets of Licensor and "Confidential Information." You agree that you will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person including third parties (other than your employees, agents or representatives), unless such duplication, use or disclosure is specifically authorized by Licensor in writing prior to any disclosure.

You shall use reasonable diligence, and in no event less than that degree of care that you use in respect to your own confidential information of like nature, to prevent the unauthorized disclosure or reproduction of the Confidential Information. Without limiting the generality of the foregoing, to the extent that this Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and intellectual property rights designations that appear in the original versions and party shall keep detailed records of the location of all Confidential Information.

24. AUDIT RIGHTS.

During the Term, Expert Choice may periodically require Client to complete a self-audit questionnaire in a form Expert Choice may provide. Expert Choice reserves the right to require an on-site audit of Client's usage of the desktop and/or hosted versions of the Software licensed by Client. Audits will be limited to license files containing project manager metadata that reports number of models and frequency of usage. Decision models, data inputs and participant data are exempted from audit. Any audits will be conducted during regular business hours, and Client agrees to permit Expert Choice and its representatives reasonable access to the premises, facilities, data, and networks necessary to conduct such audits. Expert Choice will use reasonable efforts not to interfere unduly with Client's regular business activities.

If an onsite auditor or self-audit reveals unauthorized use of any version of the Software and underpaid fees in excess of five percent (5%): (i) Client will reimburse Expert Choice for the costs incurred in connection with the audit; and (ii) Client will promptly pay to Expert Choice (at Expert Choice's then-standard rates) additional license fees sufficient to cover the unauthorized use revealed by the audit; provided, however, that nothing in this Section shall be construed to limit Expert Choice's right, in its sole discretion, to terminate this Agreement pursuant to Section 11.

25. SURVIVAL.

The provisions of this Section 25 and 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 21, 22, 24, and 27 shall survive termination or expiration of this EULA for any reason.

26. NOTICE.

Any notice required or permitted hereunder shall be given to the appropriate Party, if to Expert Choice to its corporate address set forth on the website and if to Client, to Client's address indicated in Client's e-commerce shopping cart or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (i) upon personal delivery; (ii) if sent by facsimile, or other electronic delivery upon confirmation of receipt; or (iii) if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

27. ENTIRE AGREEMENT; SEVERABILITY.

This Agreement sets forth Licensor's entire liability and your exclusive remedy with respect to the Software and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and Licensor with respect to the Software, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software. No amendment to or modification of this EULA will be binding unless made in writing and signed by Licensor. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect the invalid, unenforceable or illegal provision shall be amended to achieve as closely as possible the effect of the original term.

This Agreement also sets forth the entire understanding and agreement of the Parties with regard to the subject matter herein, and supersedes and replaces control with respect to any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement, including, without limitation, any shrink-wrap or click-through license agreement included with the Software or any Updates thereto. No modification of this Agreement will be valid unless it is in writing and signed by authorized representatives of both Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

28. HEADINGS

Section headings are for reference purposes only.

29. COUNTERPARTS.

This Agreement may be executed by one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.