Apposite EULA

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8. TERM AND TERMINATION.

This Agreement takes effect upon your use of the Software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession.When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Apposite shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. You agree on termination of the licenses to cease all use of the Software and Documentation. In addition, the provisions of the sections "U.S. Government Restricted Rights" and "Export" shall survive termination of this Agreement.

9. EXPORT.

The Product, including the underlying technology, is subject to U.S. export control laws, and may be subject to export or import regulations in other countries. You may not export or import the Product and the underlying technology, directly or indirectly, in violation of these laws. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required.

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11.   GENERAL PROVISIONS.

This Agreement will be governed by and construed in accordance with the Federal laws of the United States~~State~~ without reference to its conflicts of law provisions. This Agreement shall not be governed by either the Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods (CISG), the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or any portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the Product and supersedes all prior or contemporaneous understandings regarding such subject matter, whether written or oral, and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. No amendment to or modification of this Agreement are binding unless in writing and signed by Apposite.

12.   U.S. FEDERAL GOVERNMENT TERMS.

This Section applies only if you are a U.S. Federal Government entity ("Federal Government End User"). If you are a Federal Government End User only, this EULA is hereby amended as follows:

Dispute resolution and governing law: Any arbitration, mediation or similar dispute resolution provision in this EULA is hereby deleted. This EULA shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law and then only to the extent not pre-empted by federal law, the laws of the state specified in this EULA (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government End User except as, and then only to the extent, specifically authorized by applicable federal statute.