

Axellio Software End User License Agreement

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6. **LIMITATION OF LIABILITY.** AXELLIO'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE LICENSE TO THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXELLIO, ITS SUPPLIERS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, LOSS OF PROFITS OR INVESTMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AXELLIO OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. **TERMINATION.** Your rights under this Agreement may be terminated or suspended by AXELLIO upon notice to you if you or any of your authorized users fail to comply with any term or condition of this Agreement. Upon termination you must immediately cease using the Software. Any termination of this Agreement shall not affect AXELLIO's rights hereunder.

8. **EXPORT.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin. You agree not to export or re-export the Software or any related technical documentation in any form in violation of the export or import laws of the United States or any foreign jurisdiction.

9. **LAW AND VENUE.** All disputes will be handled in accordance with Federal Law and Federal Courts will have jurisdiction and venue over such disputes.

10. **U.S. GOVERNMENT RIGHTS.** The Software is commercial computer software, as such term is defined in 48 C.F.R. § 2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

11. **GENERAL.** This Agreement together with any associated Orders constitute the entire understanding and agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous understandings, written or oral. In the event the terms of an Order contain additional or different terms than those herein, the terms of the Order will control. This Agreement may only be amended in a writing signed by both parties. No waiver of rights under this Agreement

by either party shall constitute a subsequent waiver of any other right. Neither this Agreement nor any rights hereunder shall be assigned or otherwise transferred by you (by operation of law or otherwise) without the prior written consent of AXELLIO and any

unauthorized transfer or assignment shall be void. In the event that any of the terms of this Agreement are held to be illegal by any court of competent jurisdiction, all remaining terms of the Agreement shall remain in full force and effect.