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To the extent of any right you may have with respect to the AVST Software under the European Directive 91/250 on Legal Protection of Computer Programs (14 May 1991, OJ 1991 (122/42)) as implemented in the relevant jurisdiction, nothing contained in this Agreement will be interpreted to exclude or prejudice such right.

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(a) AVST warrants that for a period of 180 days from the date of delivery:

- (i) the media on which the AVST Software is furnished will be free from defects in materials and workmanship; and
- (ii) the AVST Software will perform substantially in accordance with the specifications provided by AVST.

The foregoing warranties apply only to the original recipient of the AVST Software and are void if a defect in the media or failure of AVST Software has resulted from any abuse or misuse, or any unauthorized use or combination of the AVST Software with any software, hardware or other item not approved by AVST.

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In order to receive this remedy, you must return all copies of AVST Software to AVST or the AVST vendor with evidence of receipt and payment within 180 days of the date you receive the AVST Software. Any replacement software supplied to you under this limited warranty will be under warranty for any remainder of the original 180-day warranty period, or 30 days from date of receipt of the replacement, whichever is longer.

Some states' laws do not allow the exclusion of implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of certain damages. To the extent that those laws apply to this Agreement, the exclusions and limitations set forth above may not apply.

Section 5. Indemnification

Indemnification will be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3414.

Section 6. Termination of Agreement

Termination will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3414.

Section 7. Miscellaneous

(a) The AVST Software is licensed to you only. You are prohibited from assigning, transferring, or sublicensing the AVST Software in any manner to another person or entity without the prior written consent of AVST. The terms of this Agreement will apply to any transfer authorized by AVST.

(b) DIR Contract No. DIR-TSO-3414 and this Agreement sets forth the entire agreement of the parties and supersedes all prior understandings and agreements, written or oral.

(c) This Agreement will be governed by the laws of the State of Texas without regard to any conflict of law principles to the contrary. The 1980 UN Convention for the International Sale of Goods or any successor thereto does not apply to this Agreement. Neither You nor AVST will commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement other than in the state

courts located in Travis County, Texas. You and AVST irrevocably consent to the venue of such courts in connection with any such action, suit, proceeding or claim. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas or the sovereign or official immunity of the Licensee, or its officers or employees.

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this agreement will remain in full force and effect.

(e) It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

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(g) You will comply with all applicable laws regarding your use of the AVST Software. You will not directly or indirectly transfer, export or re-export the AVST Software to any country, person, entity, or end user except in compliance with all applicable U.S. export laws and regulations.

<p><u>Customer:</u></p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
