

END-USER LICENSE AGREEMENT (“EULA”)

Version 10-10-2017

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- a. This EULA is the entire agreement between the parties relating to the subject matter hereof and all other terms are rejected. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any term or other breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.



- b. You understand that Fonetix is subject to regulation by the U.S. government and its agencies, which prohibit export or diversion of certain technical products and information to certain countries and individuals. You warrant that you will comply in all respects with all export and re-export restrictions applicable to the technology and documentation provided hereunder.
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- e. These terms and conditions and all disputes arising out of or in connection with this Agreement, including the making thereof, will be governed by and construed exclusively in accordance with Virginia law, without regard to conflicts of laws rules. The provisions of the United Nations Convention on the International Sale of Goods (CISG) of 11 April 1980 do not apply.
- f. The parties consent to the jurisdiction of the state and federal courts located in Virginia with respect to any case or controversy arising in connection with this EULA or the Software.
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