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OF CAMWORKS®**

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- (b) Paid version (one-time "Permanent" license fee) in either node locked (single computer), dongle (hardware lock) or floating license scheme.

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- 10.3 any failure to use the Software in accordance with the Documentation;
- 10.4 any unauthorized use of the Software;
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- 10.6 provision of Software, products or services under sections 1(a) and 2(a).

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11. **EXPORT.** You agree to fully comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software or any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production.

- 12. GOVERNING LAW; COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties with respect to the Software and Documentation. For purchases in the U.S., any claims arising under or relating to this Agreement will be governed by the internal substantive laws of the State of California or federal courts located in California, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. For purchases in the U.S., each Party (i) hereby irrevocably agrees to submit to the jurisdiction and venue in the courts of the State of California for all disputes and litigation arising under or relating to this Agreement and (ii) waives any right to a jury trial in any proceeding arising out of or related to this Agreement. For purchase outside the U.S., both Parties agree to the application of the laws of the country in which you obtained the Software license to govern, interpret, and enforce all of your and HCL's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. Furthermore, all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, are subject to the jurisdiction of the courts of the country in which you obtained the Software license.
- 13. NOTE.** The CAMWORKS technology Database is based on MS Access. To avoid security errors while installing CAMWORKS and when opening the technology database the macro security level for MS Access will be set to 'Low'.
- 14.** The English language version of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement into other languages. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.
- 15. MARKETING.** You hereby grant HCL, its employees, agents and contractors a worldwide, irrevocable license, without compensation, to use your logo and/or branding in and for general marketing, sales, and promotion purposes and you waive your right to inspect and/or approve each use of such materials.
- 16. PURCHASE ORDERS.** Solely for administrative convenience of the Parties in ordering hereunder, you may issue a purchase order ("Purchase Order") referencing a HCL quote form ("Quote") and such Purchase Order shall then be deemed to be valid for ordering purposes. Any additional and/or conflicting terms in such Purchase Order which are inconsistent with the Quote or this Agreement, shall not apply. The purpose of this Purchase Order is solely for identifying pricing, product/service selected, and quantity for ordering hereunder.