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3. The Software. The accompanying computer programs only in compiled, object code form, data compilation(s), and documentation are referred to herein as the "Software". The Software further includes any updates, modifications, or features added to the Software, such updates, modifications, and features also being subject to this Agreement. ASTI reserves the right to modify or discontinue support for the Software or any feature or functionality thereof from time to time.

4. Payment. To download the Software, You will select a service plan specifying a number of licenses being purchased, agreeing to ASTI's then-current pricing schedule, and providing accurate information regarding your selected method of payment. Your service plan selection may be made through the Site or specified in either a purchase order issued to ASTI or some other agreement between the parties (e.g., a quote issued by ASTI and accepted by Licensee). You will promptly update your account information with any changes in your payment method information. You agree to pay ASTI in accordance with the terms set forth in your service plan, on the Site, and this Agreement, and You authorize ASTI or its third-party payment processors to bill your payment instrument in advance on a periodic basis in accordance with such terms.

If You dispute any charges, You must let ASTI know within thirty (30) days after the date that ASTI charges You. All amounts paid are non-refundable and we reserve the right to change our prices in the future. If we alter our prices for use of the Software, we will provide notice of the change on the Site or in email notice to You at least 30 days before the change is to take effect. Your continued use of the Software after the price change goes into effect constitutes your agreement to pay the changed amount. ASTI may choose to bill You through an invoice, in which case, full payment for invoices issued must be received by the date specified in the invoice. Past due fees shall accrue interest daily at the lesser of 8% per month or the maximum permitted by law, plus all expenses of collection. You shall be

responsible for all taxes associated with the Software other than U.S. taxes based on ASTI's net income.

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5. Term and Termination For Registered Version License. This Agreement will continue in full effect unless and until it is terminated as described herein. Purchase orders that specify a monthly service plan that is paid monthly will automatically renew for additional months, and purchase orders that specify a yearly service plan that is paid annually will automatically renew for additional years.

Either party may terminate this Agreement, for any reason or no reason at all, upon one month's written notice to the other party. The foregoing notwithstanding, either party may terminate this Agreement immediately for a material breach hereof. Immediately upon termination of this license for any reason, You shall return to ASTI or destroy, at ASTI's option, all copies of the Software, including every component thereof, and documentation.

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11. Transfers. You may make a one-time permanent transfer of all of your license rights to the Software to another party, provided that all of the following conditions are satisfied: (a) You notify us in writing of your intent to transfer your license rights and identify the party receiving the Software with complete contact information at least thirty (30) days prior to the proposed transfer; (b) ASTI provides prior written approval of the transfer, such approval not be unreasonably withheld; (c) the transfer must include all of the Software, including all its component parts, original media, printed materials and this License Agreement (no partial transfer will be approved); (d) You do not retain any copies of any version of the Software, full or partial, including copies stored on a computer or other storage device; and (e) the party receiving the Software reads and agrees to accept the then-current terms and conditions of this License Agreement. Notwithstanding the foregoing, we reserve the right to require the transfer of possession of all physical copies of the Software to us for purposes of re-issue of replacement copies to the party receiving the Software.

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14. Confidentiality. Each party agrees to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform its obligations under this Agreement. Both parties reserve the right to provide the Confidential Information to third parties as required and permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter, provided the disclosing party provides advance written notice of any such disclosure to the disclosing party and the disclosing party has adequate time to seek a protective order.

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18. Limitation of Liability. INDEPENDENT OF THE FORGOING PROVISIONS, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL ASTI OR ANY OF ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER

MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF ASTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL ASTI'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE THE AMOUNT OF THE LICENSE FEES PAID FOR THE THEN-CURRENT TERM, AND NOT THE ENTIRE LICENSE FEE PAID FROM SIGN-UP.

19. Export Controls. You agree to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals.

20. Licensee Outside The U.S. If You are located outside the U.S., then the following provisions shall apply: (i) Les parties aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui s'y rattache, soient rediges en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

21. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

22. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Atlanta, Georgia, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Georgia, USA and/or U.S. federal law to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

23. Governing Law, Jurisdiction, and Venue. The validity, construction, and performance of this Agreement shall be governed by the law of the State of Georgia, USA, without regard to conflicts of law provisions. The courts of DeKalb County in the State of Georgia, USA or the U.S. District Court, Northern District of Georgia, Atlanta Division, shall be the exclusive jurisdictions and venues for all legal proceedings that are not arbitrated under this Agreement.

24. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary

contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

25. Indemnification. Licensee hereby agrees that it shall fully indemnify and completely hold harmless ASTI and any of its directors, officers, employees, agents, and representatives from any and all liabilities, claims, expenses, and damages including reasonable legal fees and disbursements arising out of any claims or suits for damage or injury to person in connection with, directly or indirectly, in whole or in part: (i) any negligent act or omission of the Licensee's employees, agents, contractors, directors, officers, or any person for whom it has a legal responsibility; or (ii) the failure of Licensee to comply with any municipal, state, or central law; or (iii) any act or omission which is, or can be determined to be, a breach of any term or condition of this Agreement.

26. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the State of Georgia, USA, excluding rules regarding conflicts of law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement, and to the extent that UCITA may be applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.