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1.2 Governs any product support services relating to the SOFTWARE except as may be included in another agreement between you and WISHWILL.

1.3 Applies to updates, supplements, add-on components, and Internet-based services components of the BOOSTSOLUTIONS SOFTWARE that WISHWILL may provide or make available to you unless WISHWILL provides other terms with the update, supplement, add-on component, or Internet-based services component.

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4.2. Consent to Use of Data. You agree that WISHWILL and its affiliates may collect and use technical information gathered as part of the support services provided to you, if any, related to the BOOSTSOLUTIONS SOFTWARE. WISHWILL may use this information solely to improve BoostSolutions products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

5. LINKS TO THIRD PARTY INTERNET SITES.

You have permission to link to third-party Internet sites through the use of the BOOSTSOLUTIONS SOFTWARE. WISHWILL is in no way responsible for providing support for third-party software, nor for troubleshooting issues arising from combining BOOSTSOLUTIONS SOFTWARE with third-party software.

6. UPGRADES.

To use BOOSTSOLUTIONS SOFTWARE identified as an upgrade by WISHWILL, you are required to be licensed for the BOOSTSOLUTIONS SOFTWARE identified by WISHWILL as eligible for the upgrade. After upgrading, the SOFTWARE that formed the basis for your upgrade eligibility may no longer be used. The resulting upgraded SOFTWARE may be used only in accordance with the terms of this EULA.

7. NOT FOR RESALE SOFTWARE
SOFTWARE identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value or used for any purpose other than demonstration, test or evaluation.

8. EXPORT RESTRICTIONS.

You acknowledge that the SOFTWARE is subject to the jurisdiction of the United States of America. You agree to comply with all applicable international and national laws that apply to the SOFTWARE.

9. TERMINATION.

Without prejudice to any other rights, WISHWILL may terminate this EULA if you are not in compliance with all the terms and conditions herein. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

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16. APPLICABLE LAW. The law of the United States of America will be used to judge the applicable nature of any contest and specific terms of this EULA. All legal cases will be brought before a U.S. court and will abide by the U.S. laws.

16.1 In the event that any third party brings a suit against you that is based on a claim that the SOFTWARE, solely as furnished to you under this Agreement, constitutes direct infringement of any patent issued by, or trademark/copyright registered in, the United States, WISHWILL shall defend such suit or proceeding and shall pay any damages and costs finally awarded therein against you with respect to such matter, provided that you immediately notify WISHWILL of any such claim in writing, furnish WISHWILL with a copy of each communication, notice or other action relating to the alleged infringement and give WISHWILL the authority, information and assistance necessary to settle, compromise, or litigate such suit or legal proceeding. Following notice of a claim or a threatened or actual suit, WISHWILL may, without obligation to do so, at WISHWILL’s sole option: (a) procure for you the right to continue to use the BOOSTSOLUTIONS SOFTWARE as furnished, (b) replace or modify the BOOSTSOLUTIONS SOFTWARE to make it non-infringing, or (c) discontinue your license for the BOOSTSOLUTIONS SOFTWARE and refund to you any license fee that you paid for it, less a reasonable value for use, determined by prorating such license fee on the basis of a thirty-six (36) month straight line depreciation method, applied to the period of actual use. WISHWILL shall not be obligated to defend or be liable for costs or damages if the infringement or claim thereof arises out of: (i) use or combination of SOFTWARE with products or data not provided by WISHWILL, (ii) use of other than the latest unmodified release of the SOFTWARE made available to you by WISHWILL, (iii) modification of the SOFTWARE by anyone, (iv) use of the SOFTWARE after receiving notice, or having reason to believe, that the SOFTWARE infringes a patent or copyright of a third party, or (v) a claim based on any portion of the Windows® software that may be included with the SOFTWARE. THE FOREGOING STATES YOUR EXCLUSIVE REMEDY AND WISHWILL’S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT OF ANY PATENT OR COPYRIGHT BY SOFTWARE, AND WISHWILL SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OTHER INTELLECTUAL PROPERTY RIGHT.

17. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA that is included with the SOFTWARE) represents the entirety of the agreement between you and WISHWILL relating to the SOFTWARE, the License and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this EULA. To the extent the terms of any WISHWILL policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control unless both parties otherwise agree in writing. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
18. **PARTIAL INVALIDITY:** If any provision of the terms, or any part of a provision, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision (or part-provision) in question is not of a fundamental nature to the terms as a whole, the legality, validity or enforceability of the remainder of the terms (including the remainder of the term that contains the relevant provision) shall not be affected.

19. **NO WAIVER:** The failure to exercise, or delay in exercising, a right, power or remedy provided by the terms or by law shall not constitute a waiver of that right, power or remedy. If WISHWILL waives a breach of any provision of the terms, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

20. **SURVIVAL:** The terms of paragraphs 3.1, 11, 12, 13, 14, 15 and 16 of this EULA, and any other provision of the additional terms that are expressed to survive or operate in the event of termination, shall survive termination of this EULA and the applicable additional terms for whatever reason.