

END-USER LICENSE AGREEMENT

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1.5 Term and Termination of License.

(a) The term of this Agreement, and the license granted hereunder, shall commence upon receipt by Headway of a Purchase Order (for non-Demo licenses) or upon express authorization by Headway (for Demo licenses).

(b) This Agreement and the license granted hereunder shall terminate immediately and automatically if you have not paid any license fees or other charges due to Headway within 30 days after such amount is due.

(c) Without prejudice to any other rights, Headway may immediately terminate this Agreement and the license granted hereunder upon written notice to you if you fail to comply with the terms and conditions of this Agreement.

(d) Upon termination of the license for any reason, you must immediately destroy and stop using all copies of the Software (including purging all storage media on which such Software is installed or otherwise stored) and all of its component parts.

(e) Upon termination of this Agreement, the provisions of Section 1.3, 3, 5, 6, 10 and 12 shall survive.

2 Support.

Subject to the payment of all applicable fees, you shall be entitled to participate in the Headway support program indicated on a Purchase Order. Information regarding support offerings made generally available by Headway is available from Headway upon request. The provision of support services by Headway, if any, shall be subject to the terms of this Agreement.

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9 Compliance with Agreement.

You agree that within fifteen (15) days of a request from Headway or Headway's authorized representative you will fully document and certify that your use of the Software at the time of the request is in conformity the terms of this Agreement and you agree to permit Headway or its authorized representative to verify the accuracy of your certification.

10 Jurisdiction.

Licenses from Headway Software Ltd.: This Agreement is governed by the laws of Ireland. You hereby consent to the jurisdiction of the courts located within the county in which Headway's principal office in Ireland is located.

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You grant Headway the right to use publicly your name and logo to appropriately identify you as a Headway customer and licensee of the Software.

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This Agreement shall inure to the benefit of Headway and its successors or assigns. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of that provision or any other provision. If any provision of this Agreement is held to be unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force. This Agreement may be modified or amended only in writing signed by both you and Headway. The parties disclaim the application of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) or any state's implementation of UCITA.

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If you have any questions about this Agreement, or if you wish to change the address to which notices may be sent to you for purposes of this Agreement, you may write to Headway at the following address:

Headway Software Technologies Ltd.:

Coxtown, Dunmore East

Co. Waterford

Ireland