

CEI LICENSE AGREEMENT

(This top part is meant to provide you with a quick overview of some of the terms and conditions included in the EULA. Scroll down for the legalese.)

Cool:

- The number of **Instances** you may have operating simultaneously is equal to or lesser than the number of **Subscriptions** you have purchased.
- You may install the Software on any number of PCs, virtual machines (other than **Trial Licensed Software**), notebooks/laptops, etc.
- The individual **Subscriptions** may be utilized by any person in your employ – this includes company employees, consultants, contractors, and sub-contractors.
- You will be entitled to all updates to the **Modules** that you have subscribed to and that are released during your **Subscription Term**.
- CEI may occasionally release additional Modules. You may subscribe to these for a pro-rated **Subscription Term** or an independent **Subscription Term**.
- You will have access to CEI **Services**. Technical support access via email and chat is included in product purchases. Other services may incur additional charges.
- Use the **Trial License** to determine which products you need.

Not Cool:

- You may not simultaneously run more **Instances** than you have purchased **Subscriptions**.
- You may not decompile or sell any CEI **Software**.
- You may not use CEI **Trial Licensed Software** on a virtual machine.
- You may not use the **Software** beyond the applicable **Subscription Term**.
- You may not share your **License Key** with another company. **License Keys** are non-transferable and must be returned to CEI upon termination of your **Subscription**.

Other Stuff:

Utilities

- CEI may provide you with certain Utilities free of charge. If we provide Utilities, we may only offer limited technical support.

Beta

- Beta - Any Beta Modules and/or Beta Features are provided for non-production purposes only. CEI may monitor usage of Beta Modules and Beta Features and utilize the gathered information at CEI's discretion.

Misc

- The use of all CEI Software is Subject to the system requirements currently posted on our website.

- When you re-subscribe to CEI products, we attempt to update your License Key automatically via the internet. In rare cases, this fails and we must manually update the license key. Contact us for assistance.

Definitions

Feature—An optional add-on to enhance the performance of a Module (e.g., ProWrite S9 Report Viewer). Some Features incur additional charges.

Instance—One execution of the Software – at least one per person using the Software, but a single person may have more than one simultaneous Instance if there are enough available Subscriptions to support them.

License Key—The physical device or virtual folder where Subscriptions or other indications of the Software License are stored. The License Key must be present for licensed Modules to operate.

Module—An individual CEI product (e.g., DesignCalcs Leg, ProWrite S9 Core, FormPro SQL H Forms).

Core Module—The base unit of a product family (e.g., DesignCalcs). Core modules are required for the function of other modules and add-ons within that product family.

Services—Any work or assistance other than Software provided by CEI (e.g., tech support, report design). Some Services may incur additional charges.

Software—Modules, Features, Utilities, and/or accompanying documentation that you select, pay for, or use and that CEI may update, modify, or revise from time to time.

Software License—The right for you to use the Software according to the terms of the Agreement.

Software License and Services Agreement (“Agreement”)—The contractual agreement between CEI and you that outlines the terms of the Software License granted by CEI. Products and Services will be invoiced for the Subscription Term. Payment of the invoice and/or use of the Software or Services connotes acceptance of the Agreement.

Subscription—The right for the customer to use one Instance of a specified Module for the Subscription Term. Each Subscription allows one simultaneous instance of the specified Module.

Subscription Term—The length of time for which the Subscription is valid.

Trial License—A Product installation that includes a 14-day license. For 14 calendar days after first use, all associated Modules and Features for the product will be functional. Software offered via a Trial License will not operate on virtual machines.

Utility—An optional add-on or stand-alone promotional product. Utilities will not incur additional charges.

Software License and Services Agreement

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

This End-User License Agreement (the "Agreement") is a legally binding contract between Computer Engineering, Inc. ("Licensor") and you. This Agreement governs your use of any COMPUTER ENGINEERING, INC. (CEI) software and accompanying documentation that you select, pay for, or use, as updated, revised and/or modified by CEI from time to time (collectively, "Software") and any other related services provided in connection with the Software, ("Services").

YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. CEI IS WILLING TO LICENSE AND PROVIDE ACCESS TO THE SOFTWARE ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS ANY COMPONENT OF THE SOFTWARE OR SERVICES PROVIDED BY CEI. BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY ACCESSING, INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING ANY PART OF THE SOFTWARE, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE APPLICABLE PORTIONS OF SAFENET'S® DEVELOPER'S LICENSE AGREEMENT, AND MICROSOFT'S® WINDOWS® INSTALLER LICENSE AGREEMENT, AS APPLICABLE. IF YOU DO NOT CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SOFTWARE. YOU MAY RETURN THE SOFTWARE AND ALL ASSOCIATED MATERIALS IN FULL WORKING ORDER WITHIN SIXTY (60) DAYS FROM THE DATE OF PURCHASE TO RECEIVE A REFUND IN THE AMOUNT YOU PAID AFTER THE RETURN OF ANY APPLICABLE HARDWARE LICENSE KEY(S) (MINUS ANY APPLICABLE SHIPPING & HANDLING AND/OR FEES FOR CREDIT CARD PROCESSING).

The acceptance of this Agreement for any Software that was licensed to you under a prior agreement between you and CEI shall terminate that prior agreement and this Agreement shall be in force in its place. Any previous versions of the Software that were previously classified as "Multi-user", "LAN Pack", or "LAN-Seat" versions now must comply fully with the terms of this Agreement.

1. **Software License and Permitted Use.** The Software is licensed, not sold, to the person or entity that has rightfully acquired the Software. Subject to the terms and conditions of this Agreement, CEI grants to you a limited, non-exclusive, personal, non-transferable right to install, use and access the Software and related materials ("Software License"), including but not limited to any hardware/software locking/licensing devices ("License Keys(s)"). Additional terms of the Software License, as described below, also apply. You may copy the Software for backup and archival purposes, provided that the original and each copy is kept in your possession or control, and that your installation and use of the Software does not exceed that which is allowed under this Agreement.

2. **License Key(s).** Your License Key contains, and is therefore a representation of, the Software License, and its replacement, including any costs or fees levied by CEI for said replacement, is your exclusive responsibility. This policy applies regardless of cause, including but not limited to loss, theft, physical damage or the rendering of the License Key inoperable through any means. The License Key is required for you to run and/or use the Software and may be located on a server or any other computer connected to your designated network. The License Keys are non-transferable, and you may not share your License key with any another person or company that is not directly under your control.

3. **Software.** The Software, as defined above, includes any of the CEI computer program(s) licensed to you under this Agreement and may come in the form of Modules, Features, and/or Utilities. As used in this agreement, a Module is an individual CEI computer program offered as a product for production purposes; a Feature is an optional Module add-on that may enhance the performance of an associated Module; and a Utility is an optional add-on or stand-alone product offered for promotional purposes only. Each provision of this Agreement applies to all forms of the Software, as applicable. Certain Modules may function only in conjunction with other Modules, and certain other Modules may function more efficiently in conjunction with other Modules. If you have any questions as to what is required for a Module to properly function, you should make such inquires before purchasing a Subscription, as defined below, to the Module. Similarly, certain Features will only function in conjunction with certain Modules. Thus, you should inquire as to such requirements before subscribing to any of the Features. The Features we offer may require additional fees and charges; however, Utilities may be provided free of charge on a promotion-only basis.

4. **Services.** The Services, as defined above, include any work or assistance provided by CEI in conjunction with your use of the Software. Services may include assistance in the form of technical support, report design help, or the like. Your purchase of a Subscription, as defined below, entitles you to certain technical support regarding the Software to which you have subscribed. CEI is not obligated to perform any additional Services, and any additional Services that are performed by CEI may incur further fees and charges.

5. **Term of Agreement.** As used in this Agreement, "Instance" means one (1) execution of the Software and "Subscription" means the right to use one (1) Instance of the Software (i.e. Module, Feature, and/or Utility), according to the terms of the Software License, during the period which commences from the date you purchase the Subscription and ends on the expiration date agreed upon by you and CEI ("Subscription Term"). Unless you renew the Subscription prior to its expiration date, the Software will automatically cease to operate at the end of the Subscription Term. Upon the end of a Subscription Term, if you have not renewed your Subscription, you must return all copies of your License Key and destroy all copies of the Software. If you renew your Subscription prior to the expiration of the then-current Subscription Term, CEI will attempt to update your License Key automatically via the Internet. In rare cases, the update may fail, and you must contact us for assistance so that we can manually update the License Key.

6. **Trial License.** Certain Modules and Features may be licensed to you for a limited 14-day trial period ("Trial License"). Under a Trial License, all of the functionality of the licensed Modules and Features will be made available to you for fourteen (14) calendar days. Upon the expiration of the Trial License, the Modules and Features will cease to function. Modules and Features licensed to you under a Trial License may only be installed on physical computing machines that are under your control, such as PCs, notebooks, or laptops, and may not be installed on virtual machines or accessed remotely.

7. **Installation & Operation.** The Software may be installed on any number of computers or machines within your organization, provided however, that the total number of Instances of a particular Module (including selected Features) does not exceed the number of Subscriptions purchased for said particular Module. A separate Subscription is required for each additional Instance of a particular Module that exceeds your number of purchased Subscriptions for said particular Module. You may purchase and have any number of Subscriptions for each Module. The Subscriptions may be utilized by any person in your employ or under contract with you, including employees, consultants, contractors, and/or sub-contractors. Use of remote access and virtualization are allowed (except for Trial Versions of the Software) so long as the number of Instances of each Module does not exceed the number of Subscriptions purchased. Subject to the same foregoing limitations, you also may install copies of the Software on a terminal server within your internal network such that individual users within your organization can access and use the Software through a terminal server session from another computer on the network provided that the total number of Instances of the each particular Module on such network or terminal server does not exceed the number of Subscriptions purchased. CEI makes

no warranties or representations about the performance of the Software in a terminal server environment, virtual machine, and/or remote access and the foregoing are expressly excluded from the limited warranty in Section 14 below and technical support is not available with respect to issues arising from use in such an environment. Use of the Software across your network must comply with any United States embargo and/or export laws per Section 20 of this Agreement.

8. Updates & Additional Modules. During the Subscription Term, CEI may provide you with one or more copies of new versions of the Software through periodic updates or other means ("Updates"). Your Subscription to a particular Module (including selected Features) entitles you to all Updates to said particular Module during the Subscription Term of your current Subscription. Upon the release of an Update, all previous versions of the Module are immediately considered outdated and invalid and CEI has no obligation to support them. You should not use any of the earlier versions or copies of the Module on another system or network, nor may those copies be loaned, rented, leased or transferred to any other party. In addition, CEI may occasionally release additional Modules that work in conjunction with Modules that you are currently subscribed to. In such cases, you may be permitted to purchase Subscriptions to the additional Modules on a pro-rated basis, such that the Subscription Term of the additional Module will end on the same expiration date as the Subscription Term of your current Subscription.

9. Security Features. The Software contains technological security features designed to prevent unlicensed or illegal use of the Software ("Security Features"). You agree that CEI may use such Security Features. Any attempt to circumvent the Security Features, regardless of outcome, on any CEI Software or any third party software that CEI uses or provides to you in connection with the Software may result in the immediate revocation of your license to use the Software and CEI's suspension of all technical and logistical support by CEI, at CEI's sole discretion. In such case, CEI shall have no further liability to you, including but not limited to, the return or refund of any fees paid by you under the applicable Subscription.

10. License Restrictions. You may not directly or indirectly: (1) re-distribute, sell, rent, loan, resell or otherwise transfer the Software or any rights in or to the Software to any other person or entity; (2) use the Software in any manner other than its intended manner or for the benefit of any third parties, including by making the Software available on an application service provider, outsourcing or service bureau basis, or on any peer-to-peer or file-sharing service or network, and you agree to indemnify, defend and hold harmless CEI against any losses, liabilities, claims, settlements, costs or expenses, including reasonable attorneys' fees and enforcement costs, arising out of or relating to any such use or access; (3) remove any proprietary notice, labels or marks on or in Software; (4) derive or attempt to derive any source code for the Software; or (5) disable or circumvent any Security Feature, access control or related device, process or procedure established with respect to the Software. You are responsible for all use of the Software and for compliance with this Agreement and any breach by you or any user of the Software provided to you shall be your responsibility. CEI reserves all rights not expressly granted to you.

11. Intellectual Property Rights. The Software is protected by United States copyright law and international treaty provisions. Title to the Software and all associated intellectual property rights are owned and shall be retained exclusively by CEI, its affiliates and/or its licensors as applicable. Through your use of the Software, you acquire no ownership interest in the Software or any derivative work or component of the Software. No right, title or interest in or to any trademark, service mark, logo or trade name of CEI or its licensors is granted to you under this Agreement. Unless and to the extent that applicable laws may require otherwise, you may not decompile, disassemble, modify or reverse engineer the Software, or seek to derive the source code from any executable object code provided to you, or modify, translate, or otherwise create derivative works based on the Software or any part thereof. CEI, its affiliates and/or its licensors are the exclusive owners of the copyright for the Software and CEI reserves all rights related to such ownership, including the exclusive right to make derivative works of the Software and to duplicate, distribute, license and sell the Software. You

acknowledge that the Software, any enhancements, corrections, upgrades or modifications to the Software (regardless of whether made by CEI, its affiliates, its licensors, you or a third party) and all copyrights, patents, trade secrets, trademarks and other intellectual property rights protecting or pertaining to any aspect of the Software (or any enhancements, corrections, upgrades or modifications) are and shall remain the exclusive property of CEI, its affiliates and/or its licensors as applicable.

12. Remote Access. In order to support the Software, CEI may require that system information relating to your computers, servers, or networks on which the Software and/or License Key are installed be sent through electronic means or may require you to allow remote access to the computers on which the Software and/or License Key are installed. Any information obtained through this process will remain private.

13. Beta Programs and Beta Software. No Software or information provided as part of a Software demonstration, Software testing or beta program (collectively "Beta Program" and "Beta Software") or produced by any Beta Software may be utilized for production purposes or shared with any third party. The terms and conditions of this Agreement apply to your use of all Beta Software. CEI may monitor usage of such Beta Software and utilize the gathered information at its own discretion.

14. Limited Warranty/Replacement of Defective Media. CEI warrants that the hardware and/or media (if any) on which the License Key and Software are provided will be free from defects in materials and workmanship under normal use for a period of thirty (30) days after you first acquire your valid copy of the Software. If you only received the Software through an electronic download, CEI's warranty is that the file containing the Software, properly downloaded, will be executable. CEI will only guarantee electronic hosting of the current version of Software installation files and their availability is subject to the limitations of CEI's service provider(s). CEI is not responsible for any software, hardware, or policy limitations posed by you or your company that prevent you from accessing these files. If the Software media (or file, as applicable) fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain a replacement free of charge provided that you notify CEI **[by mail, phone, email or other]** within thirty (30) days after you first acquire the Software. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. The warranty made by CEI may be voided by your abuse or misuse of the Software.

15. Disclaimer of Warranties. OTHER THAN THOSE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" OR "AS AVAILABLE," AND CEI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, UPDATES, OR ANY SERVICES THAT CEI PROVIDES TO YOU. WITHOUT LIMITING THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY IMPLIED WARRANTIES SUCH AS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM YOUR ACQUISITION AND USE OF THE SOFTWARE, UPDATES, OR ANY SERVICES. CEI DOES NOT WARRANT OR PROMISE THAT THE SOFTWARE OR UPDATES ARE FREE FROM BUGS OR ERRORS; NOR DOES CEI MAKE ANY OTHER PROMISES ABOUT THE PERFORMANCE, ACCURACY, OR RELIABILITY OF THE SOFTWARE OR ANY SERVICES OR THEIR ABILITY TO MEET YOUR REQUIREMENTS. WHILE CEI IS PROVIDING THE SOFTWARE AS A TIME SAVING TOOL FOR QUALIFIED PROFESSIONALS, THE SOFTWARE DOES NOT REPLACE A QUALIFIED PROFESSIONAL. CEI DOES NOT WARRANT ANY PARTICULAR RESULTS THAT YOU MAY OBTAIN IN USING THE SOFTWARE, SOFTWARE EXTENSIONS OR ANY SERVICES.

SOME STATES MAY NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU AND, IN SUCH CASE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE YOU FIRST LICENSED THE SOFTWARE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16. Limitations on Liability and Damages. YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF CEI AND ITS LICENSORS, AFFILIATES AND SUBSIDIARIES WITH RESPECT TO YOUR USE OF SOFTWARE, UPDATES OR ANY SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO CEI UNDER THE APPLICABLE SUBSCRIPTION. IN NO EVENT WILL CEI OR ITS LICENSORS, AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOST PROFITS OR BUSINESS, LOSS OF USE, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF CEI, ITS LICENSORS, AFFILIATES OR SUBSIDIARIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree that CEI and its licensors, subsidiaries and affiliates will not at any time have any additional liability for any claim, cause of action or injury that you or any other person may have as a result of: (1) your use of, or inability to use, the Software, Updates or any Services; (2) connection or toll charges for using the Software, Updates, or any Services or obtaining Updates for the Software, Updates, or any Services; or (3) any fees, costs or expenses arising out of troubleshooting or technical support for the Software, Updates, or any Services.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You agree that the essential purposes of this Agreement can be fulfilled even with these limitations on liabilities. You acknowledge that CEI will not be able to offer the Software on an economical basis without these limitations.

17. Consent to Electronic Communications. You consent to CEI providing you in electronic form any information or notices that CEI may be required by law to send to you or that may pertain to the Software, Updates, or any Services or use of information you may submit in connection with the Software or any Services (collectively "Information"). CEI may provide Information to you: (1) via e-mail at the e-mail address(es) you designated to CEI (if any); (2) by access to the CEI website that will generally be designated in advance for such purpose or designated in an e-mail notice to you; or (3) in the course of your use of the Software, Updates or any Services including, without limitation, via a screen or page within the Software or via a link from within the Software to a web page containing the Information. In order to use the Software and receive Information electronically as described above, your computer (and its connectivity) must meet or exceed the system requirements specified at the following location:

<http://www.thinkcei.com/products/system-requirements>

18. Security. You agree to take reasonable security precautions to protect your License Key and your use of the Software. You will notify CEI immediately of any unauthorized use of your License Key or the Software or any other security breach of which you are aware. It is your sole responsibility to keep the account numbers, ID/user names, passwords and other sensitive information regarding your computers confidential. You understand and agree that you are solely responsible for all computer password, data, file and network security, including but not limited to, an active firewall on your computer and/or network connection, anti-virus software and anti-spyware software, necessary to secure and protect any proprietary or confidential information that you provide, store, submit, transmit or disclose directly or indirectly with your use of the Software.

19. Indemnification. You agree to defend and hold harmless CEI and its successors, assigns, officers, directors, representatives, employees and agents from and against any claim, suit, loss, liability, penalty or damages (including incidental and consequential damages), costs and expenses (including reasonable attorneys' fees and expenses), arising out of your breach of this Agreement.

20. Export Restriction. The Software is provided solely for lawful purposes and use. You shall be

solely responsible for, and agree to comply with, all applicable laws, statutes, ordinances set for by the United States Department of Commerce and other governmental authority, however designated. Without limiting the foregoing, you agree to comply with all U.S. export laws and applicable export laws of your locality (if you are not in the United States), and shall not export the Software or other materials provided by CEI without first obtaining all required authorizations or licenses.

You acknowledge that the Software and any and all supporting documents provided with the Software is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you must comply with all domestic and international export laws and regulations that apply to such software. These laws include restrictions on destinations, end-users and end-use. You expressly agree that you will not download, transfer, export or re-export this software, directly or indirectly, to: (1) any countries (or citizens, nationals or residents of any countries) that are subject to US export restrictions. (2) any denied entity or individual whom has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any-end user who you know or have reason to know will utilize the Software in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Software may include technical data subject to export and re-export restrictions imposed by U.S. law.

You acknowledge that CEI specifically prohibits the downloading, possession, use or transmission of the Software by any citizen, national, or resident of, or under control of, the government of Afghanistan, Cuba, Iran, Iraq, Sudan, Libya, North Korea, Syria or any other country to which the United States has prohibited export, any person or entity listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, or as listed on the United States Department of Commerce Table of Denial Orders.

21. U.S. Government Rights. The Software is provided with restricted rights. For Software and any related Software documentation that is provide to any unit or agency of the U.S. Government, such Software and related documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, as those terms are defined by the FAR and DFARS, as applicable. As such, any Software and related documentation supplied for use by the Department of Defense ("DoD") is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 252.227-7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227 7013(c)(1)(ii), as applicable. If the Software is supplied for use by a federal agency other than DoD, the Software is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14 (ALT III), as applicable .

22. Termination. Without prejudice to any other rights, CEI may immediately terminate this Agreement if you do not abide by its terms and conditions, in which case you must return all copies of the License Key, destroy all copies of the Software, and certify in writing to CEI of your compliance with this Section 22.

23. Survival. All provisions of this Agreement which must survive in order to give effect to its meaning will survive termination or expiration of this Agreement.

24. Other

(A) Governing Law; Forum. This Agreement shall be governed by the laws of Missouri, without regard to choice of law or conflicts of law provisions. You agree that the exclusive jurisdiction of any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating to, this Agreement, the Software, Software Extensions or Services provided in connection therewith shall be brought in the courts located in the county of Jackson, State of Missouri.

(B) Entire Agreement. This Agreement is the entire and exclusive agreement between the parties with respect to the subject matter hereof, and it supersedes all previous communications, representations or agreements, either oral or written, between them. No representations or statements of any kind made by any representative of CEI or its respective affiliates or subsidiaries, which are not included in this agreement, shall be binding on CEI.

(C) Amendments. Neither party may modify or amend this Agreement except by a writing signed by you and an authorized representative of CEI.

(D) Waiver. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of CEI. CEI's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

(E) Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

(F) Notices. Except as otherwise indicated, any notices under this Agreement to CEI must be personally delivered or sent by certified or registered mail, return receipt requested or by United States Postal Service express mail, to: CEI, 509 NW 5th Street, Blue Springs, MO 64014 or to such other address as CEI may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery.

(G) Miscellaneous. This Agreement shall inure to the benefit of CEI, its affiliates, subsidiaries and successors and assigns. Any and all references in this Agreement to CEI and its respective affiliates and subsidiaries shall, where the context so permits, include CEI's respective parent companies, subsidiaries, affiliates, directors, officers, employees, contractors and agents. The headings contained herein are for the convenience of the parties only and shall not be used to interpret or construe any of the terms of this Agreement.

(H) Third Party Beneficiaries; Assignment. This Agreement is solely between you and CEI and its respective licensors, suppliers, affiliates or subsidiaries shall be deemed to be third party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them by this Agreement. All rights and benefits of this Agreement from CEI are intended solely for original licensee of the Software License. You may not assign, delegate or otherwise transfer this Agreement or any of your rights under this Agreement. CEI will use reasonable efforts to notify you of an assignment of this Agreement. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Computer Engineering, Inc.
509 NW 5th Street
Blue Springs, MO 64014

Phone: (816) 228-2976
Email: info@thinkcei.com