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VISUAL INTELLIGENCE SOFTWARE

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- 3.2 March Networks may terminate this Agreement immediately if: (a) on written notice to End User, any amount payable to March Networks is not paid within thirty (30) days of the date on which payment is due; (b) End User becomes bankrupt, makes an assignment for the benefit of its creditors, or if its assets vest or become subject to the rights of any trustee, receiver or other administrator; (c) bankruptcy, reorganization or insolvency proceedings are instituted against End User and not dismissed within fifteen (15) days; or (d) End User breaches a material provision of or is in default of its obligations under this Agreement and the breach or default is incapable of cure or, if capable of cure, the breach or default is not rectified within fifteen (15) days of receipt of written notice of the breach from March Networks.
- 3.3 Termination of End User's license will automatically result in termination of this Agreement.
- 3.4 Upon termination of this Agreement, End User shall immediately return or destroy all copies of the Software and all related releases. In event of destruction of the foregoing, End User shall certify such destruction to March Networks, in writing. All obligations of End User arising prior to termination and those obligations relating to confidentiality and non-use, shall survive termination of this Agreement.

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- 4.1 March Networks warrants that the Software as originally delivered to End User will function substantially in accordance with the functional description set out in the user manual supplied with the Software for a

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- 6.3 The foregoing provisions limiting the liability of March Networks' employees, agents, officers and directors shall be deemed to be trust provisions, and shall be enforceable by those employees, agents, officers and directors as trust beneficiaries.
- 6.4 Under no circumstances shall either party be liable to the other for any failure to perform its obligations (other than the payment of any monies owing) where the failure results from causes beyond that party's reasonable control.

SECTION 7.0 - GENERAL

- 7.1 The provisions of Sections 2.0 (Confidentiality, Protection and Security of Software), 4.0 (Warranties), 5.0 (Intellectual Property Indemnity) and 6.0 (Limitation of Liability) shall survive termination of this Agreement.
- 7.2 If the End User is the government of the United States of America, the following provision shall apply: The Software is provided to the United States government as commercial computer software and/or computer software documentation under licenses customarily provided to the public to the extent such licenses are consistent with federal law and otherwise satisfy the government's needs. Accordingly the government shall have only those rights specified in the license set forth herein as per FAR 12.212 (a). If said license fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to March Networks.
- 7.3 End User understands and agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United State Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, End User represents and warrants that it is not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Libya, Cuba and North Korea) and that End User is not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if End User fails to comply with the terms of this agreement.
- 7.4 This Agreement constitutes the entire agreement between March Networks and End User and supersedes all prior oral and written communications. All amendments shall be in writing and signed by an authorized representative of both parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective representatives, successors and permitted assigns. The End User shall not assign this Agreement or any interest herein, or any rights accruing under this Agreement, without the prior written consent of March Networks.
- 7.5 If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.
- 7.6 No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. The waiver by either party of any right hereunder, or of the failure to perform or of a breach by the other party, shall not be deemed to be a waiver of any other right hereunder or of any other breach or failure by such party, whether of a similar nature or otherwise.
- 7.7 For End Users resident in the United States, March Networks is "March Networks, Inc." and this Agreement shall be governed by the domestic laws of the State of Delaware, USA (excluding its conflicts of laws provisions) and the courts of that State shall have exclusive jurisdiction over all matters arising hereunder. For End Users resident in Europe, March Networks is "March Networks Srl" and this Agreement shall be governed by the domestic laws of Italy (excluding its conflicts of laws provisions) and the courts of Italy shall have exclusive jurisdiction over all matters arising hereunder. For End Users resident in Canada, the Caribbean, Latin or South America, Middle East, Africa, or Asia, March Networks is "March Networks Corporation" and this Agreement shall be governed by the domestic laws of the Province of Ontario, Canada (excluding its conflicts of laws provisions), and the courts of that Province shall have exclusive jurisdiction over all matters arising hereunder. For End Users resident in Mexico, March Networks is "March Networks de Mexico, S.A. de C.V." and this Agreement shall be interpreted and construed in accordance with the laws of Mexico and both parties submit to the jurisdiction and to the court of competent jurisdiction located in the Federal District. For End Users resident in Australia or the Pacific region, March Networks is "March Networks (Australia) Pty Limited" and this Agreement will be

governed in accordance with the laws of the State of New South Wales, Australia (excluding its conflicts of laws provisions), and the courts of that State shall have exclusive jurisdiction over all matters arising hereunder. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).

- 7.8 The Software, or any feature or part thereof, may not be available in all languages or in all countries. If March Networks has provided a translation of the English language version of this Agreement, End User agrees that such translation is provided for convenience only and that the English language version, not the translation, of this Agreement will be legally binding on End User. The English language version of this Agreement and not its translation(s) will govern in the event of a conflict between the English language version and a translation.