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For a perpetual license, upon the initial purchase, 50 percent of the purchase price is designated to obtain the perpetual license for the purchased Software and 50 percent of the purchase price is designated to obtain the first year of updates of the Software.

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6. WARRANTIES AND LIMITATIONS ON LIABILITY.

SAPIEN warrants that, subject to the terms below, for a period of thirty (30) days from the date of the Customer's purchase of the Software from SAPIEN or its authorized distributor (the "Warranty Period") the Software will operate substantially in accordance with the specifications published by SAPIEN for such Software. SAPIEN does not warrant that the operation of the Software shall be uninterrupted or error free. If during the Warranty Period SAPIEN receives notice from the Customer that the Software does not operate substantially in accordance with such specifications, then SAPIEN shall use reasonable commercial efforts to offer a work-around or repair such Software. If SAPIEN is unable, within a reasonable time, to offer a work-around or repair the Software as specified above, the Customer shall be entitled to a full refund of the purchase price from the entity in which it was purchased, upon verification that the software was deactivated and unregistered. The foregoing warranty shall not apply to defects resulting from: (a) improper or inadequate maintenance by the Customer; (b) Customer supplied software or interfaces; (c) modification or misuse; or (d) operation outside of the environmental specifications for the Software.

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7. MISCELLANEOUS.

Choice of Law. If the Customer acquired the Software in the United States, this Agreement is governed by the laws of the State of California USA, without reference to its conflict of laws rules. If the Software was acquired outside the United States, then, to the extent permitted by applicable local law, this Agreement is governed by the laws of the State of California USA, without reference to its conflict of laws rules. If the Customer is an agency and/or instrumentality of the United States of America, this agreement is governed by the laws of the United States without reference to conflict of laws.

Severability. Any term of this Agreement which is held to be invalid by a court of applicable jurisdiction will be deleted, but the remainder of this Agreement will not be affected.

Jurisdiction. This Agreement shall be deemed to have been entered into in Vacaville, California, and the federal and state courts with jurisdiction in Solano County, California, USA shall have exclusive jurisdiction for the submission of any claims or disputes arising out of this Agreement or in connection with the Software. The Customer and SAPIEN hereby consent to exclusive jurisdiction and venue in such courts with respect to any claims or disputes arising out of this Agreement or in connection with the Software. If the Customer is an agency and/or instrumentality of the United States of America, the federal court applicable to the district within which SAPIEN resides shall have exclusive jurisdiction.

Order of Precedence. If the Customer and SAPIEN have entered into a separate software license agreement with respect to this Software, then the provisions of such agreement shall take precedence over any contradictory provision contained in this Agreement.

Complete Agreement. Subject to the immediately preceding paragraph, this Agreement represents the complete agreement concerning the matters covered hereby. It may be amended only by a writing executed by the Customer and SAPIEN. The terms and conditions set forth in this End-User-License-Agreement supersede and exclude any conditions specified by the customer or its representatives unless specifically agreed upon in writing by SAPIEN Technologies, Inc.