

PATENTWIZARD SOFTWARE LICENSE AGREEMENT

BY CLICKING THE BUTTON THAT INDICATES YOU AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR INSTALLING THE SOFTWARE, YOU CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT AND DO NOT INSTALL THE SOFTWARE (IF APPLICABLE, YOU MAY RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND).

I. LICENSE, LIMITATIONS & RESTRICTIONS.

1. **LICENSE GRANT.** Subject to the payment of any applicable license fees, and subject to the terms and conditions of this Agreement, Neustel Software, Inc. ("Neustel Software") hereby grants to you ("User") a non-exclusive, non-transferable right to use one copy of the specified version of the software and the accompanying documentation on one computer only.
2. **LICENSE LIMITATIONS AND RESTRICTIONS.** User agrees that it will not directly or indirectly (i) reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code from the software; (ii) rent, sell, lease, license, transfer, distribute, give possession of, or sublicense the software to any other person or third party; (iii) permit third parties to benefit from the use or functionality of the software via a timesharing, service bureau or other arrangement; (iv) modify or create derivative works based upon the software in whole or in part; (v) utilize the software in an unauthorized practice of law; (vi) remove any proprietary notices on and in the software; or (vii) copy the software or documentation. User may either make one copy of the software solely for backup or archival purposes or transfer the software to a single hard disk provided that User keeps the copy solely for backup or archival purposes.
3. **TERM.** This Agreement is in effect until terminated by Neustel Software, terminated by the User or the automatic expiration of the license subscription period, whichever occurs first. User may terminate the agreement at any time by destroying the program together with all copies and modifications in any form, and notifying Neustel Software of such termination, however the User will not be entitled to a refund of any monies. If User licensed the software on a free trial basis, the software will have limited functionality. User's rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the activation process. User may have the option to convert the trial rights to subscription rights. If User licensed the software on a subscription basis, User's rights to use the software are limited to the subscription period. If User extends their subscription, they may continue using the software until the end of the extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of the subscription or free trial, most features of the software will stop running. At that time User can continue to open, view and print any documents already created with the software.
4. **OWNERSHIP RIGHTS.** The software is protected by United States copyright laws and international treaty provisions. Neustel Software owns and retains all rights, title and interest

in and to the software, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. User's possession, installation, or use of the Software does not transfer to User any right, title or interest to the intellectual property in the software, and User will not acquire any rights to the software except as expressly set forth in this Agreement.

II. WARRANTY & DISCLAIMERS.

5. **LIMITED WARRANTY.** Neustel Software warrants that (a) the software will perform for a period of thirty (30) days from the date of receipt by User; and (b) any media distributed with the software will be free from defects in materials and workmanship under normal use and service for a period of three (3) months from the date of receipt. This Limited Warranty is void if the failure of the software or the software media has resulted from accident, abuse, modification, misapplication, or a breach of this Agreement. Any replacement of the software or media will be warranted for the remainder of the original warranty period or fifteen (15) days, whichever is longer.
6. **DISCLAIMER OF IMPLIED AND OTHER WARRANTIES.** Except as otherwise provided in this Agreement, any written materials provided by Neustel Software, or information on any web site of Neustel Software or on other web sites for which Neustel Software provides services, shall be for informational purposes only and, whether delivered or disseminated before or after the date of this Agreement, shall not create any express or implied warranties, guarantees of performance, or contractual obligations. Neustel Software **DISCLAIMS ALL OTHER WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SOME STATES DO NOT ALLOW LIMITATIONS ON DURATION OF ANY IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE USER.**
7. **DISCLAIMER OF PROMISE OR GUARANTEE.** Nothing in this Agreement and nothing in Neustel Software's statements to User will be construed as a promise or guarantee about the outcome of User's matter involving the software. Neustel Software makes no such promises or guarantees.

III. DISPUTES & REMEDIES.

8. **LIMITED NEUSTEL SOFTWARE LIABILITY.** In no event shall Neustel Software or a reseller, agent, employee, shareholder, owner or officer of the Neustel Software be liable for any damages whatsoever including, without limitation, damages for loss of business profits, business interruption, loss of business information, indirect or consequential damages or other pecuniary damages or award or arising out of the use or inability to use the software, even if Neustel Software has been advised of the possibility of such damages. Because some states

do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to User.

9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEUSTEL SOFTWARE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF NEUSTEL SOFTWARE OR ANY SUPPLIER, AND EVEN IF NEUSTEL SOFTWARE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT USER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF NEUSTEL SOFTWARE AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND USER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY NEUSTEL SOFTWARE WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY USER FOR THE SOFTWARE OR U.S. \$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
11. LIMITATION ON AND EXCLUSION OF DAMAGES. USER CAN RECOVER FROM NEUSTEL SOFTWARE AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT USER PAID FOR THE SOFTWARE. USER CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. This limitation applies to anything related to the software, services, content (including code) on third party Internet sites, or third party program, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if repair, replacement or a refund for the software does not fully compensate User for any and all losses, or Neustel Software knew or should have known about the possibility of the damages. Some states do not allow the exclusion or limitation of incidental or

consequential damages, so the above limitation or exclusion may not apply. They also may not apply if User's country does not allow the exclusion or limitation of incidental, consequential or other damages.

12. **USER'S EXCLUSIVE REMEDY.** Neustel Software's and its suppliers' entire liability and User's exclusive remedy shall be, at Neustel Software's option from time to time exercised subject to applicable law, (i) return of a portion of the subscription price based upon the unused percentage of the subscription term (if any) for the software, or (ii) repair or replacement of the software, that does not meet this Limited Warranty and that is returned to Neustel Software with a copy of purchase receipt. User will receive the remedy elected by Neustel Software without charge except that User is responsible for any expenses they may incur (e.g. cost of shipping software to Neustel Software). This Limited Warranty is void if failure of the software has resulted from accident, abuse, misapplication, abnormal use, a virus or by actions of any third-party not under the control of Neustel Software. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. To exercise User's remedy, contact: Neustel Software, Inc., 2534 South University Drive, Suite 2, Fargo, North Dakota 58103.
13. **ALL CLAIMS BARRED AFTER ONE (1) YEAR.** User acknowledges and agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the software must be filed within one (1) year after such claim or cause of action arose or be forever barred. User AGREES THAT THE ONE (1) YEAR BAR IS REASONABLE AND WAIVES ANY OBJECTION TO THE ONE (1) YEAR BAR.
14. **CIRCUMSTANCES BEYOND CONTROL.** Neustel Software shall not be liable for failure, delay, or interruption, due to circumstances beyond its control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software, or inability to obtain data or information needed for the operation of the software.
15. **AMICABLE RESOLUTION OF DISPUTES.** If a claim or dispute arises out of or related to this Agreement and the dispute cannot be settled through direct discussions, Neustel Software and User agree that they shall first endeavor to settle the same in an amicable fashion, including the use of a mediator. If such efforts fail to resolve the claim or dispute, the claim or dispute shall be resolved pursuant to the subsequent section entitled "Binding Arbitration of Disputes" herein.
16. **BINDING ARBITRATION OF DISPUTES.** If a claim or dispute cannot be amicably resolved as discussed above, Neustel Software and User agree that any claim or dispute between them or against any agent, employee, successor, or assignee of the other, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement, the software, or the relationship or duties contemplated under this Agreement, including the validity of this arbitration agreement, shall be resolved by binding arbitration by one arbitrator under the rules of the American Arbitration Association. This agreement shall be governed by and interpreted under the Federal Arbitration Act (9 U.S.C. Sections 1-16). Neustel

Software and client shall equally share the costs for an arbitrator. Neustel Software and User also agree that each party shall bear its own attorney's fees and costs incurred in connection with all aspects of the Arbitration and this Agreement regardless of the outcome of the arbitration. By agreeing to arbitration, both Neustel Software and User give up their rights to a trial by jury of all disputes arising from the attorney-client relationship and this Agreement, including but not limited to any claim for negligence, breach of fiduciary duty, deceptive trade practices, breach of contract, or anything else related to Neustel Software's representation of User. You should consider whether binding arbitration is acceptable to you, and you should consult with independent counsel before accepting this Agreement if you believe it appropriate to do so. By accepting this Agreement, User agrees that the arbitrator's decision shall be binding, conclusive and non-appealable. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. For purposes of this Agreement, Neustel Software and User acknowledge, understand, and agree that arbitration of disputes under this Agreement has advantages and disadvantages when compared to subjecting such disputes to the court process and a jury trial, including but not limited to: (i) Arbitration is done in private and may provide a faster resolution of any disputes than a court of law, (ii) Arbitration may provide a less expensive means of reaching a resolution of the parties' differences, (iii) Arbitration may provide a more informal means of resolution of disputes, (iv) Arbitration may allow less discovery than that allowed in a lawsuit and the arbitrator may be unable to require third parties to participate in an arbitration or to provide documents or witnesses, (v) Arbitration waives the right to a jury trial, (vi) Arbitration is binding and appeals are limited, and (vii) Arbitration will be decided by an individual arbitrator.

17. **GOVERNING LAW.** This Agreement is governed solely by the laws of the State of North Dakota in the United States of America, without regard to its conflict of law principals.
18. **CONSENT TO JURISDICTION.** USER AND NEUSTEL SOFTWARE HEREBY AGREE, AND DO IN FACT SUBMIT TO, PERSONAL AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED WITHIN THE COUNTY OF CASS, NORTH DAKOTA, IN THE UNITED STATES OF AMERICA REGARDING ANY AND ALL DISPUTES RELATING TO THIS AGREEMENT, THE CONFIDENTIALITYWIZARD PROGRAM, THE CONFIDENTIALITYWIZARD WEB SITE, OR ANY OTHER ISSUE RELATED TO CONFIDENTIALITYWIZARD. USER AGREES THAT THIS CHOICE OF FORUM IS CONVENIENT AND WAIVES ANY OBJECTION TO THE SUBMISSION OF SUCH JURISDICTION. USER AGREES NOT TO INSTALL OR OTHERWISE USE CONFIDENTIALITYWIZARD IF THEY DO NOT SUBMIT TO PERSONAL AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED WITHIN THE COUNTY OF CASS, NORTH DAKOTA, IN THE UNITED STATES OF AMERICA.

IV. NO LEGAL ADVICE OR ATTORNEY-CLIENT RELATIONSHIP.

19. **NO ATTORNEY-CLIENT RELATIONSHIP.** Neustel Software is owned by Michael S. Neustel. Michael S. Neustel is a U.S. Registered Patent Attorney who is the owner of Neustel

Law Offices, LTD which provides intellectual property services to inventors and businesses. User understands and agrees that no attorney-client relationship has been or shall be created between User and Neustel Software, Neustel Law Offices, LTD or Michael S. Neustel by the purchase, usage, and/or support provided for the software. User understands that an attorney-client relationship can only be created after a private consultation with Neustel Law Offices, LTD and following the execution of a signed fee Agreement. Neustel Law Offices, LTD has no obligation whatsoever to User under this Agreement.

20. NOT LEGAL ADVICE. The software and related materials are intended to provide only general information and not legal advice. The software and related materials should not be relied upon for specific legal advice. Legal counsel should be consulted with immediately regarding any legal advice User may require. User should not act upon any information within the software or related materials without independent legal counsel.

V. PROVISIONAL PATENT APPLICATIONS.

21. NOTICE OF LIMITATIONS. User should be aware of the many limitations with the software and provisional patent applications. User agrees to read all information contained with the software Help menu regarding the purpose and limitations of the software and provisional patent applications. User agrees to visit our web site at www.neustelsoftware.com for additional information relating to the limitations of the software. The limitations described therein are expressly incorporated into the terms of this Agreement as if fully set forth herein.
- a. USER UNDERSTANDS AND ACKNOWLEDGES THAT USER MUST DETERMINE ON THEIR OWN AS TO WHETHER THE SOFTWARE IS SUITABLE FOR USER AND THEIR INVENTION.
 - b. User understands and acknowledges that the overall quality of the self-drafted provisional patent application will depend upon various factors such as grammar skills, time expended in drafting the application, ability to articulate in writing and illustrate with drawings the unique features and functions of the invention, ability to utilize the software and other factors that the software and Neustel Software cannot control.
 - c. USER UNDERSTANDS AND ACKNOWLEDGES THAT A PROVISIONAL PATENT APPLICATION PREPARED WITHOUT PROPER DISCLOSURE(S) MAY BE INEFFECTIVE AND/OR MAY RESULT IN A LOSS OF SOME OR ALL OF USER'S LEGAL RIGHTS.
 - d. USER UNDERSTANDS AND ACKNOWLEDGES THAT IT MAY BE IN USER'S BEST INTEREST TO SEEK THE ADVICE OF A COMPETENT PATENT ATTORNEY PRIOR TO FILING THE PROVISIONAL APPLICATION. USER ACKNOWLEDGES THAT USER CAN LOCATE A LISTING OF PATENT ATTORNEYS LICENSED WITH THE USPTO AT: SUPERINTENDENT OF

DOCUMENTS, P.O. BOX 371954, PITTSBURGH, PENNSYLVANIA 15250-7954
(TELEPHONE: 202-512-1800).

- e. User understands and acknowledges that PATENTWIZARD is not designed to replace the advice or service of a qualified Patent Attorney and that PATENTWIZARD is designed to be utilized only during the early stages of the invention process while the inventor is attempting to determine whether their invention is marketable. User understands and acknowledges that User should not "publicly disclose" their invention after filing a provisional patent application with PATENTWIZARD software unless User has included all legally necessary information about their invention.
- f. User understands and acknowledges that PATENTWIZARD will not assist User with drafting the "Claims" section which is required for a "formal" patent application (claims are not required for a provisional patent application). User understands and acknowledges that PATENTWIZARD is not designed to assist inventors with drafting a complete "formal" patent application.
- g. User understands and acknowledges that PATENTWIZARD will only assist User with drafting a provisional patent application which, when submitted in proper form, may provide a patent pending status for only one (1) year. User understands and acknowledges that User may have to file a complete formal patent application within the one (1) year period to avoid the potential loss of User's legal or patent rights (if any). User understands and acknowledges that a provisional patent application by itself can never issue into a "patent". User further understands and acknowledges that a provisional patent application is never examined by the USPTO for patentability, as such, User will never receive an "Office Action" or a "patent" by only filing a provisional patent application. User understands and acknowledges that a complete formal patent application must be filed within the one (1) year period of a provisional patent application to provide an opportunity of receiving a patent.
- h. User understands and acknowledges that User should consult with a Registered Patent Attorney if User has any questions about PATENTWIZARD, provisional patent applications, legal questions, or the terms of this Agreement.
- i. User understands and acknowledges that there are other obvious limitations to PATENTWIZARD, as there is with any self-help software program.
- j. USER AGREES TO READ ALL INFORMATION CONTAINED WITHIN THE PATENTWIZARD HELP MENU REGARDING THE PURPOSE AND LIMITATIONS OF PATENTWIZARD AND PROVISIONAL PATENT APPLICATIONS PRIOR TO UTILIZING THE PATENTWIZARD PROGRAM.
- k. User understands that laws, requirements, regulations and procedures do change over time. User assumes responsibility to determine the current law and requirements.

- l. User understands that Neustel Software is wholly owned by Neustel Law Offices, LTD which is wholly owned by Michael S. Neustel (U.S. Registered Patent Attorney).
 - m. User understands that Neustel Law Offices, LTD and Michael S. Neustel provide patent services for inventors such as patent searches, patentability opinions, patent application reviews, and patent application drafting services.
 - n. User understands that the date of filing a provisional patent application will constitute the priority date for filing foreign patent applications.
 - o. User understands that User should consult with a patent attorney prior to filing a provisional patent application to discuss various legal issues including but not limited to foreign patent applications.
 - p. User understands that User must review the Frequently Asked Questions section (<https://neustelsoftware.com/patentwizard-faq/>) of PATENTWIZARD web site prior to utilizing PATENTWIZARD software.
 - q. User understands that a "design" patent application cannot be filed as a continuation of a provisional patent application, only a "utility" patent application can be filed as a continuation of a provisional patent application.
 - r. User understands that the USPTO filing fee changes periodically (usually October 1). User agrees to view <https://www.uspto.gov/fees/> before submitting a provisional patent application to the USPTO to determine the current USPTO filing fee.
22. LEGAL REQUIREMENTS FOR PROVISIONAL PATENT APPLICATION. User understands that United States law states that a provisional patent application "shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention." (35 U.S.C. 112, first paragraph). User understands that if the User does not comply with this requirement, User may lose valuable patent rights. These legal requirements are subject to change (see www.uspto.gov for up-to-date legal requirements). As always, User should consult with a patent attorney prior to filing a provisional patent application.
23. CURRENT LAWS, REGULATIONS AND PROCEDURES. Although best efforts were devoted to making this material useful, accurate and up-to-date at the time of release, please be aware that laws, regulations, USPTO rules, requirements, and procedures frequently change and may be interpreted differently. Also, we have no control over whether User carefully follows the instructions or properly understands the information in the software. Of necessity, therefore, Neustel Software does not make any guarantees about the use to which the software is put, or the results of that use. Any document User creates using the software is the property of User and is User's responsibility to ensure the document reflects the intentions of the User. User's results from using the software will depend on various factors,

including but not limited to User's skills, time commitment and abilities. User should have any documents created with the software reviewed by a Patent Attorney if User wants an opinion about the work of User.

24. **PATENT ATTORNEY REVIEW.** Neustel Law Offices, LTD (the owner of Neustel Software) offers a "Patent Attorney Review" ("Review") for a flat-fee, as stated in the software (fee subject to change at any time without notice). User understands and agrees that the Review is merely a brief overview of User's self-drafted provisional patent application. The Review is neither a statement nor a guarantee that User has included all of the necessary information for User's invention since Neustel Law Offices, LTD does not have firsthand knowledge of what User's invention is. It is User's sole responsibility to ensure that User has included all relevant information about User's invention within the provisional patent application. The Review is comprised of broad observations of User's provisional patent application along with general recommendations. The Review does not provide comments on how to amend or change User's provisional patent application. A more detailed review by Neustel Law Offices, LTD is available upon request for an increased fee.

VI. MISCELLANEOUS.

25. **SOFTWARE AND DATA INTEGRITY.** User acknowledges that all software and data, including any data created, stored, obtained, or collected with the software, are susceptible to corruption, errors, and failure and that Neustel Software cannot guarantee that the software or the data will be and will remain free from any such defects. User is responsible for all the software data.
26. **CUSTOMER SUPPORT.** There are answers to frequently asked questions at www.neustelsoftware.com. User may contact Neustel Software directly at 701-235-8878 or support@neustelsoftware.com. There will be a \$75 (U.S. currency) flat-fee charge for each technical support incident resolved to the satisfaction of User for users of the trial version of the software (this flat-fee is subject to change without notice). Subscribers to the software do not have to pay extra for technical support during the subscription term. If User contacts Neustel Software, User understands and agrees to provide credit card information prior to a consultation with a representative of Neustel Software. User will incur long distance telephone charges if User is not in Neustel Software's local calling area and User may incur airtime, access, or call charges if User contacts Neustel Software from a cellular or digital telephone or a wireless device.
27. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. The parties agree that if any part, term, or provision of the Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby. In the event the legality of any provision of the Agreement is brought into question because of a decision by a court of competent jurisdiction, Neustel Software, by written or electronic notice to the User, may

revise the provision in question or delete it entirely so as to comply with the decision of said court.

28. EXPORT LIMITATIONS. Neither the software nor underlying information or technology may be downloaded, otherwise exported or re-exported into (or to a national or resident of) any country in violation of the laws and administrative regulations of the United States relating to the control of exports of commodities and technical data. By downloading or using the software, User agrees to the foregoing and User represents and warrants that User is not located in, under the control of, or a national or resident of any such country.
29. ENTIRE AGREEMENT. By using the software, User agrees that this license and accompanying or supplied written or electronic statements, warnings, and disclosures are the complete and exclusive statement of the agreement between User and Neustel Software regarding the software, except where stated otherwise.

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