

SOFTWARE SUPPORT AGREEMENT
Steward and Lee, LLC
PDFtk Server
VERSION 1.0

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7.4 Any provision of this Agreement that contemplates performance subsequent to the termination of this Agreement, including but not limited to obligations related to ownership of intellectual property, will survive the termination of this Agreement for any reason.

7.5 This Agreement shall be governed by the substantive laws of the State of Texas, without reference to conflicts of laws rules. The parties agree to submit to the jurisdiction and venue of the state and federal courts located in the State of Texas for any actions, suits or proceedings arising out of, or relating to, this Agreement, and further agree that service of any process, summons, notice or document by US registered mail to the party's address set forth herein will be effective service of process for any action, suit or proceeding brought in any such court. Each party waives any right to a jury trial in any such action, suit or proceeding. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one year after the cause of action has arisen. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

7.6 Except for the failure to make payments when due, neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that party.

7.7 No waiver, alteration, or modification of any of the provisions hereof will be binding unless in writing and signed by a duly authorized representative of the party to be bound. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement. If Licensee issues a purchase order or other similar document it shall be for Licensee's internal purposes and is not a precondition to payment of monies otherwise due and owing to PDF Labs, and, even if it is acknowledged by PDF Labs, the terms and conditions of such purchase order or similar document will have no effect on this Agreement.

7.8 Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

7.9 Licensee may not assign its rights or obligations under this Agreement. Any attempted assignment, delegation, or transfer in contravention of this Agreement shall be null and void.

7.10 The provisions of this Agreement are for the sole benefit of the parties, and no third party shall either enjoy the benefits of this Agreement or have any rights hereunder.

7.11 The headings in this Agreement are for reference purposes only; they will not affect the meaning or construction of the terms of this Agreement.

7.12 This Agreement contains the complete and exclusive understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, with respect to the subject matter addressed in this Agreement.

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