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**10. Term and Termination.** This EULA shall be effective upon installation of the Software and shall continue indefinitely unless terminated by (a) You, at any time, with or without cause, upon written notice to RingCube or (b) RingCube, for Your material breach that remains uncured thirty (30) days after delivery of written notice to You describing such breach in reasonable detail. Upon any termination of this EULA (or termination of any license granted hereunder), any amounts owed to RingCube under this EULA and pursuant to an Order before such termination (or for the terminated license) will be immediately due and payable. Upon any termination of this EULA, all licensed rights granted in this EULA will immediately cease to exist, and You must promptly discontinue all further use and reproduction of the Software and accompanying documentation and You must destroy or deliver to RingCube all copies of the Software and accompanying documentation and certify to RingCube in writing that You have fully complied with such requirement. Sections 2, 6, 7, 8, 9, 10 and 11 will survive termination of this EULA for any reason.

## **11. General**

**a. Governing Law.** This EULA will be governed in all respects by the laws of the State of California, without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA. Both parties consent to jurisdiction in California and further agree that any cause of action arising out of or relating to this EULA must be brought only in a state court in Santa Clara County, California, or in a federal court in the Northern District of California having jurisdiction over Santa Clara County, except that each party may seek relief in any court of competent jurisdiction to protect or enforce its intellectual property and proprietary rights.

**b. Remedies.** The parties' rights and remedies under this EULA are cumulative. You acknowledge that the Software and accompanying documentation contain valuable trade secrets and are proprietary information of RingCube, that any actual or threatened breach of the licenses granted herein will constitute immediate, irreparable harm to RingCube for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

c. **Export.** You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from RingCube, or any products utilizing such data, in violation of the United States export laws or regulations.

d. **Feedback.** You are encouraged to provide RingCube with any feedback or comments regarding Your use of the Software. You acknowledge and agree that RingCube shall be free to use and disclose any and all such feedback in whatever manner and for whatever purposes it chooses without restriction and that You will not claim any proprietary or intellectual property rights in such feedback. You shall not disclose any feedback to RingCube if You cannot comply with the foregoing.

e. **Publicity.** You agree, on behalf of the Company, to permit RingCube to identify the Company as a customer and use the Company's name and/or logo in RingCube's web site and marketing materials.

f. **Miscellaneous.** If any provision of this EULA is, for any reason, held to be invalid or unenforceable, the other provisions of this EULA will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This EULA, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without RingCube's prior written consent, and any attempted violation of the foregoing will be null and void. The terms of this EULA shall be binding upon assignees. This EULA is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. Except as otherwise provided herein, no modification of or amendment to this EULA, or any waiver of any rights under this EULA, will be effective unless in writing and signed by you and a duly authorized officer of the RingCube.

If You have any questions about this EULA, please email RingCube at supportportal@ringcube.com.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**RINGCUBE TECHNOLOGIES, INC. ("RINGCUBE")**

\_\_\_\_\_ ("**CUSTOMER**")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice:  
\_\_\_\_\_

Address for Notice:  
\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_