



1221 North Russell Street • Missoula, MT 59808

## End User License Agreement

This End-User License Agreement (this "Agreement") is a legal contract between you, as either an individual or a single business entity, and TeleSphere Software, Inc. ("TeleSphere").

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TeleSphere may terminate this License Agreement if you breach any term of the Agreement

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## 8. General Terms

8.1. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Montana, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within the County of Missoula, State of Montana. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

8.2. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

8.3. Survival. Articles 2, 5, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

8.4. Headings. The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.5. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.6. Amendment. TeleSphere reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of this Agreement, posted at [www.telespheresoftware.com](http://www.telespheresoftware.com), will prevail. If you do not accept amendments made to this agreement, then this license will be immediately terminated pursuant to Section 4.

8.7. Taxes. You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of

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