



Virtual WebMux™ Network Traffic Manager End User Product License Agreement

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9. Governing Law, Jurisdiction and Venue

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of California, United States of America and the federal laws of the United States. Any legal suit, action or proceeding arising out of, or relating to this Agreement to the extent permitted by law, the state and federal courts located in Santa Clara County, California will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

10. Attorneys' Fees

If any legal action or proceeding is brought for the enforcement of this Agreement or arises from an alleged breach, dispute, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred as a result of such legal action or proceeding.

11. Waiver

No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future unless such waiver so provides by its terms.

12. Assignment

Neither this Agreement nor any of User's rights or obligations hereunder may be assigned by User in whole or in part without the prior written approval of AVANU. Any other attempted assignment shall be null and void.

13. Severability

If any part of this Agreement is for any reason found invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected and the same shall remain in effect.

14. Complete Agreement

This End User Product License Agreement is valid without an AVANU corporate officer's signature. It becomes effective upon the download, installation, and/or use of Product license by User. This Agreement is the complete, exclusive, and integrated statement of the agreement between AVANU and User with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. No waiver, alteration, or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of AVANU.