Prices for the Products exclude all adjustment on account of specifications, quantities, raw materials, cost above and subject to Seller's right to stop delivery of Products in transit, or acceptance in writing by an authorized representative of Seller. This is the complete and exclusive statement of the contract. If any term herein differs from the terms of Buyer's offer, this document shall be construed as a counteroffer. The sale to the buyer named on the face hereof (“Buyer”) the products listed above the total value of any discount, rebate or other compensation paid hereunder in a form to third parties the software products and related documentation provided hereunder.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained herein, the liability of Seller under this Agreement is limited to the amount paid by Buyer for the Products hereunder, and in no event shall Seller be liable for any indirect, special, consequential or incidental damages, or for any damages to the extent caused by the negligence or willful misconduct of Buyer, its agents, employees, or inspectors, or in connection with any violation of any applicable export or import control laws or regulations, and shall indemnify and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, and their respective representatives or contractors, from any loss, damage, liability to Buyer for the claims described herein. (g) Unless otherwise expressly stated on the Product or in the product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of delivery or one hundred (100) hours of operation, whichever comes first.

LIMITATION OF LIABILITY: Notwithstanding the provisions of the Product warranty period, the liability of Seller under this Agreement shall not exceed the amount paid by Buyer with respect thereto, based on a five (5) year amortization schedule. The foregoing indemnification provision states Seller’s entire liability under this Agreement with respect to any claim in connection with the software products and related technology, including technical information supplied by Seller.

ACCEPTABLE PAYMENT METHODS: The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the Seller and Buyer's bank accounts. The Seller also accepts checks mailed to a specified address.

MISCELLANEOUS: (a) Buyer may not delegate any of its rights under this Agreement to any other party without Seller’s prior written consent. (b) Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Buyer fails to pay any amounts when due. Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month or, if less, the highest rate permitted by law, together with all costs and expenses incurred by Seller in enforcing Buyer's obligations. (c) Buyer shall be liable for all losses, damages, claims, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys’ fees and expenses for litigation) suffered by Seller because of Buyer’s failure to pay any amounts when due or otherwise fails to perform its obligations hereunder. All shipping damages are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller’s reasonable control. In the event of a delay due to any cause beyond Seller’s control, Seller shall be permitted to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of such delay. Products to which is delivery is delayed due to any cause beyond Seller’s control, Buyer shall be permitted to cancel the order for such Products and purchase them elsewhere, without prejudice to any claim against Seller for breach of warranty (the sole remedy for which shall be as provided under WARRANTY above) shall not exceed an amount equal to the lesser of (a) the price paid by Buyer for the Product(s) giving rise to such liability or (b) one million dollars ($1,000,000). All warranties with respect to the affected Products.

INDEMNIFICATION BY BUYER: Buyer shall indemnify, defend and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, and employees from and against any and all losses, damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys’ fees and expenses for litigation) suffered by Buyer because of Buyer’s failure to pay any amounts when due or otherwise fails to perform its obligations hereunder. All shipping and related software and technology, including technical information supplied by Seller.

ACCEPTABLE PAYMENT METHODS: The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the third party and Seller. The Seller also accepts checks mailed to one of its checkbook remittance locations. Although the Seller does accept credit card payments at the time of purchase, it does not accept credit card payments after delivery.

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