## TINA-TI Software License Agreement

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by the United Nations Convention on Contracts for the International Sale of Goods or

by the Uniform Computer Information Transactions Act (UCITA). Any dispute arising out

of or related to this Agreement will be brought in, and each party consents to non-exclusive jurisdiction and venue in, the state and federal courts sitting in Dallas County, Texas, U.S.A. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and either party may seek injunctive

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a. Registration Requirements. You shall be solely responsible for performing all acts and obtaining all approvals that may be required in connection with this Agreement by the government of the PRC, including but not limited to registering pursuant to, and otherwise complying with, the PRC Measures on the Administration of Software Products, Management Regulations on Technology Import-Export, and Technology Import and Export Contract Registration Management Rules. Upon receipt of such approvals from the government authorities, you shall forward evidence of all such approvals to TI for its records. In the event that you fail to obtain any such approval or registration, you shall be solely responsible for any and all losses, damages or costs resulting therefrom, and shall indemnify TI and/or DesignSoft for all such losses, damages or costs, incurred by either of them on account of such failure.

b. Governing Language. This Agreement is written and executed in the English language. If a translation of this Agreement is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental laws, regulations or rules, you shall be solely responsible for creating such translation. Any translation of this Agreement into a language other than English is intended solely in order to comply with such laws or for reference purposes, and the English language version shall be authoritative and controlling.

9. Miscellaneous. Should you have any questions concerning this Agreement, or if you wish to upgrade to a higher version of TINA or contact DesignSoft for any other reason, please contact DesignSoft Technical Support at www.tina.com or www.designsoftware.com.

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