



VeriWave 12-Month Limited Warranty

By using the VeriWave Hardware, Software Media or Software subject to this VeriWave 12-Month Limited Warranty (this "Limited Warranty"), VeriWave's Customer agrees to be bound by the terms and conditions set forth herein.

I. Hardware and Software Media Warranty

What Is Covered: Any material physical defects to VeriWave Hardware (e.g., Hardware chassis or WaveBlades), Software Media (e.g., CD ROM).

For How Long: 12 months from the original ship date of the VeriWave Hardware or Software Media or, if applicable, from the date of activation of the License Key.

What We Will Do: Repair or replace defective VeriWave Hardware or Software Media in accordance with our standard policies and this Limited Warranty.

What You Must Do: For replacement or repair of defective VeriWave Hardware or Software Media during the 12-Month Limited Warranty Period, you are required to obtain a Return of Material Authorization (RMA) number by calling "VeriWave Customer Support" between the hours of 8:00AM to 5:30PM (PST), Monday through Friday, excluding U.S. religious and national holidays, at the telephone numbers listed below:

In the U.S.

1-800-457-5919

From outside the U.S.

+1-503-473-8350

Alternatively, an RMA can be obtained by e-mailing support@veriwave.com and providing the information described below.

Information Required: VeriWave Customer Support will require the following information in order to provide an RMA and to assist in resolving your problem:

- Model number of VeriWave Hardware.
- Serial numbers of VeriWave Hardware.
 - Chassis serial number is located on rear panel.
 - WaveBlade serial numbers are located on the bottom portion of the card front panel.
- Software version.
- Detailed problem description.
- Customer name, address and telephone number.

Hardware: Repairs or replacement will normally require return of the VeriWave Hardware in accordance with the instructions set forth in this paragraph. An RMA number is required for all hardware returns – see the "What You Must Do" section above. All returned Chassis and/or individual WaveBlades must be shipped in original packaging, including antistatic bags. Units packaged incorrectly may be damaged in shipping, which will invalidate this repair or replacement warranty with respect to such units and may cause Customer to incur a corresponding repair or replacement charge. All returned VeriWave Hardware must be shipped to

VeriWave at the shipping address listed below, freight prepaid. The assigned RMA number must be clearly posted on the outside of the box. VeriWave will make commercially reasonable efforts to repair or replace and return the VeriWave Hardware, freight prepaid, within seven (7) to ten (10) business days after receipt. If returned VeriWave Hardware is determined by VeriWave not to be defective, Customer shall be responsible, at VeriWave's option, for all related costs incurred by VeriWave, including shipping. VeriWave may invoice Customer for any such related costs.

Shipping Address:

VeriWave Inc.
8770 SW Nimbus Ave.
Beaverton, OR 97008
U.S.A.

RMA No. _____

Software Media: If you are returning Software Media, please send the Software Media, postage prepaid, in its original packaging to the shipping address listed above. Please also include a description of the defect in the Software Media. VeriWave will make reasonable efforts to replace and return the Software Media within seven (7) to ten (10) business days after receipt. If returned Software Media is determined by VeriWave not to be defective, Customer shall be responsible, at VeriWave's option, for all related costs incurred by VeriWave, including shipping. VeriWave may invoice Customer for any such related costs.

IMPORTANT:

- ☞ Any defective item being returned must be insured for the list price of the VeriWave Hardware or Software Media, or the Customer assumes the risk of loss or damage in transit both to and from VeriWave. Shipments without RMA numbers will be refused and returned to Customer at Customer's sole cost and expense.
- ☞ In the event that a defective item is not covered by this Limited Warranty or by any VeriWave Extended Warranty, VeriWave may, at its option, issue an RMA and repair or replace such defective item. The Customer in any such instance will be required to pay an Out-of-Warranty Repair or Replacement Cost.

II. Software Warranty

What is Covered: Programming defects or errors in the most recent released version of the Covered Software and the version immediately preceding such version. "Covered Software" means, for any Customer, the specific Core, Application and/or Other Software that is confirmed in writing, by invoice or otherwise, by VeriWave to the Customer as being covered by this Limited Warranty. Covered Software may include, but is not limited to, Core and Application Software of the types listed below:

Core Software

- WaveTest – which includes the following:
 - FPGA images used to program hardware behavior
 - Embedded firmware
 - Base communications software
- VCL

Application Software

- WaveApps
- WaveDynamix

- WaveManager
- WaveQoE
- WaveClient
- WaveAgent
- WaveAutomation
- WaveMTP

Warranty Period: 12 Months from the original ship date of the Covered Software or, if applicable, from the date of activation of the License Key.

What We Will Do: We will use commercially reasonable efforts during the 12-Month Limited Warranty Period, in accordance with our standard policies and this Limited Warranty, to correct any programming defects or errors that materially and adversely affect the operation of the Covered Software when properly used with VeriWave Hardware or when otherwise properly used in accordance with the related documentation. We will typically do this by providing work-arounds and/or coding changes to the Covered Software.

What You Must Do: If you believe you have discovered a defect or error, or have questions about the initial installation of the covered Software for which you require technical support, please contact VeriWave Customer Service between the hours of 8:00AM to 5:30PM (PST), Monday through Friday, excluding U.S. national holidays, at the contact information below:

In the U.S.	1-800-457-5919
From outside the U.S.	+1-503-473-8350
Email	support@VeriWave.com

Updates and Modifications: During the 12-Month Limited Warranty Period, VeriWave will also provide to the customer who is currently registered with VeriWave as the owner of the covered product all maintenance and bug fix updates to the Covered Software as and when VeriWave makes such updates generally available to its other customers. Any software updates or modifications become part of the Software licensed to you pursuant to the terms of VeriWave's standard Software End User License Agreement.

Responsibilities of Licensee: As a licensee of the Covered Software, Customer is solely responsible for the proper installation and operation of the Software in accordance with the instructions and specifications set forth in the related documentation, and VeriWave shall have no responsibility or liability to Customer, under this Limited Warranty or otherwise, for improper installation or operation of the Covered Software. Any output or execution errors resulting from improper installation or operation of the Covered Software shall not be deemed defects for purposes of this Limited Warranty.

III. OTHER LIMITED WARRANTY LIMITATIONS

WHAT WE WILL NOT DO: THIS LIMITED WARRANTY DOES NOT COVER MATERIAL THAT HAS BEEN LOST, STOLEN OR DAMAGED (WHETHER INTENTIONALLY, NEGLIGENTLY OR ACCIDENTALLY) BY MISUSE, UNAUTHORIZED MODIFICATION OR INSTALLATION OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN THE EQUIPMENT OR SOFTWARE. FURTHER, THIS LIMITED WARRANTY DOES NOT COVER VERIWAVE HARDWARE OR SOFTWARE THAT IS LOCATED OUTSIDE THE UNITED STATES IF SUCH HARDWARE OR SOFTWARE WAS ORIGINALLY DELIVERED TO YOU WITHIN THE UNITED STATES.

VERIWAVE'S LIMITED WARRANTY DOES NOT INCLUDE INSTALLATION OR RELOCATION OF ANY REPLACED OR REPAIRED VERIWAVE HARDWARE OR SOFTWARE.

DISCLAIMER OF WARRANTY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY VERIWAVE EXTENDED WARRANTY OR IN ANY LICENSE AGREEMENT COVERING SUCH ITEMS, THE VERIWAVE HARDWARE, SOFTWARE MEDIA, AND SOFTWARE (COLLECTIVELY, THE "VERIWAVE PRODUCTS") ARE PROVIDED "AS IS", AND VERIWAVE AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE VERIWAVE PRODUCTS AND/OR USE OF THE VERIWAVE PRODUCTS (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE VERIWAVE PRODUCTS (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VERIWAVE BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR OR IN CONNECTION WITH CUSTOMER'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE VERIWAVE PRODUCT, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIWAVE OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE.

LIABILITY SHALL NOT EXCEED PURCHASE PRICE: VERIWAVE'S SOLE AND AGGREGATE LIABILITY FOR ANY DAMAGES TO YOU OR ANY OTHER PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE CORRESPONDING VERIWAVE PRODUCT(S) OR SERVICE(S), REGARDLESS OF THE PRODUCT(S) OR SERVICE(S), AND REGARDLESS OF ANY FORM OF THE CLAIM.

NO UNAUTHORIZED PERSON CAN CHANGE THE TERMS OF THIS LIMITED WARRANTY: ADDITIONAL STATEMENTS BY AGENTS, EMPLOYEES OR DISTRIBUTORS OF VERIWAVE DO NOT CONSTITUTE WARRANTIES BY VERIWAVE, DO NOT BIND VERIWAVE, AND MAY NOT BE RELIED UPON.

STATE LAW RIGHTS: THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU DEPENDING ON YOUR STATE OF RESIDENCE. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE REGARDING SUCH RIGHTS.

GPL SOFTWARE: ANY GPL SOFTWARE INCLUDED IN THE SOFTWARE IS THIRD-PARTY SOFTWARE THAT HAS NOT BEEN MANUFACTURED, TESTED OR OTHERWISE APPROVED BY VERIWAVE. THE GPL SOFTWARE IS PROVIDED "AS IS," AND VERIWAVE DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE GPL SOFTWARE AND/OR USE OF THE GPL SOFTWARE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE GPL SOFTWARE (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS LIMITED WARRANTY SHALL OBLIGATE VERIWAVE TO PROVIDE ANY SUPPORT FOR THE GPL SOFTWARE.

IV. Governing Law

This Limited Warranty and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to conflicts of laws principles. The parties agree to the non-exclusive jurisdiction of the state and federal courts in Multnomah County, Oregon in connection with the litigation of any dispute under or in connection with this Limited Warranty, and waive any objection to such jurisdiction based on venue or personal jurisdiction. THIS LIMITED WARRANTY WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF THAT LAW HAS BEEN ADOPTED IN OREGON, AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED.

V. More Information

For more information regarding this Limited Warranty, contact VeriWave Customer Service:

In the U.S.

1-800-457-5919

From outside the U.S.

+1-503-473-8350

Fax

+1-503-473-8351

Email

support@VeriWave.com

VeriWave Extended/Renewal Warranty

Upon acquisition of any VeriWave Extended Warranty, VeriWave's Customer agrees to be bound by the terms and conditions set forth in this VeriWave Extended/Renewal Warranty (this "Extended Warranty Agreement").

Extended Warranties Offered by VeriWave

To ensure continued warranty privileges, VeriWave also offers to its Customers an "Extended Hardware Warranty," an "Extended Core Software Warranty" and an "Extended Application Software Warranty." These Extended Warranties extend the terms and conditions of VeriWave's 12-Month Limited Warranty for additional one-year terms and are renewable annually. Renewal terms must be continuous with no gaps in coverage. The terms and conditions of VeriWave's 12-Month Limited Warranty are incorporated into all VeriWave Extended Warranties. Certain additional limitations may apply to products that have reached the "End Of Development" date within the "End Of Life" process. These limitations are covered in the Other Limitations section below. Warranty-reinstatement charges are offered to customers to qualify out-of-warranty product.

Extended Hardware Warranty

VeriWave will extend the original Limited 12-Month Warranty Service covering the VeriWave Hardware and Software Media beyond the initial 12-month Limited Warranty Period, for a fee. Under the Extended Hardware Warranty, VeriWave will repair or replace defective VeriWave Hardware and Software Media. Certain additional limitations may apply to products that have reached the "End Of Development" date within the "End Of Life" process. These limitations are covered in the Other Limitations section below. Extended Hardware Warranty coverage can be purchased for individual components of VeriWave Hardware. Please contact your VeriWave Sales Representative for pricing information for Extended Hardware Warranty coverage.

Extended Core Software Warranty

During the 12-Month Extended Core Software Warranty Period, VeriWave will provide software maintenance updates (as and when VeriWave makes such updates generally available to its other customers), for VeriWave Core Software under the same terms and conditions as under VeriWave's Software Warranty during the initial 12-Month Limited Warranty Period. Certain additional limitations may apply to products that have reached the "End Of Development" date within the "End Of Life" process. These limitations are covered in the Other Limitations section below. VeriWave's Extended Core Software Warranty is provided on an annual, per chassis basis. Please contact your VeriWave Sales Representative for pricing information for Extended Core Software Warranty coverage.

Core Software: Core Software includes the Software listed below, as well as such additional Software as may be confirmed in writing, by invoice or otherwise, by VeriWave to Customer:

Core Software

- WaveTest – which includes the following:
 - FPGA images used to program hardware behavior
 - Embedded firmware
 - Base communications software
- VCL

Extended VeriWave Application Software Warranty

During the 12-Month Extended VeriWave Application Software Warranty Period, VeriWave will provide software maintenance updates (as and when VeriWave makes such updates generally available to its other customers), for VeriWave Application Software under the same terms and conditions as under VeriWave's Software Warranty during the initial 12-Month Limited Warranty Period. Certain additional limitations may apply to products that have reached the "End Of Development" date within the "End Of Life" process. These limitations are covered in the Other Limitations section below. The purchase of Extended VeriWave Core Software Warranty coverage is required as a prerequisite for the purchase of an Extended VeriWave Application Software Warranty. The Extended VeriWave Application Software Warranty is provided on an annual, per application basis. Please contact your VeriWave Sales Representative for pricing information for Extended VeriWave Application Software Warranty coverage.

VeriWave Application Software: VeriWave Application Software includes all VeriWave Application Software not identified as VeriWave Core Software, including the Software listed below, as well as such additional Software as may be confirmed in writing, by invoice or otherwise, by VeriWave to Customer:

Application Software

- WaveApps
- WaveDynamix
- WaveManager
- WaveQoE
- WaveClient
- WaveAgent
- WaveAutomation
- WaveMTP

Other Limitations

WHAT WE WILL NOT DO: VERIWAVE'S EXTENDED WARRANTIES DO NOT COVER MATERIAL THAT HAS BEEN LOST, STOLEN OR DAMAGED (WHETHER INTENTIONALLY, NEGLIGENTLY OR ACCIDENTALLY) BY MISUSE, UNAUTHORIZED MODIFICATION OR INSTALLATION OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN THE EQUIPMENT OR SOFTWARE. FURTHER, VERIWAVE'S EXTENDED WARRANTIES DO NOT COVER VERIWAVE HARDWARE OR SOFTWARE THAT IS LOCATED OUTSIDE THE UNITED STATES IF SUCH HARDWARE OR SOFTWARE WAS ORIGINALLY DELIVERED TO YOU WITHIN THE UNITED STATES. VERIWAVE'S EXTENDED WARRANTIES DO NOT INCLUDE INSTALLATION OR RELOCATION OF ANY REPLACED OR REPAIRED VERIWAVE HARDWARE OR SOFTWARE. VERIWAVE WILL NOT PROVIDE CODE CHANGES FOR HARDWARE OR SOFTWARE TO CORRECT PROGRAMMING DEFECTS IN PRODUCTS THAT HAVE REACHED THE "END OF DEVELOPMENT" DATE IN THE "END OF LIFE" PROCESS REGARDLESS OF WHETHER THESE DEFECTS ARE IN THE SOFTWARE CODE OR IN THE HARDWARE DESCRIPTION LANGUAGE (HDL) CODE.

DISCLAIMER OF WARRANTY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY LICENSE AGREEMENT COVERING SUCH ITEMS, THE VERIWAVE HARDWARE, SOFTWARE MEDIA, SOFTWARE AND PRINTED MATERIALS (COLLECTIVELY, THE "VERIWAVE PRODUCTS") ARE PROVIDED "AS IS", AND VERIWAVE AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE VERIWAVE PRODUCTS AND/OR USE OF THE VERIWAVE PRODUCTS (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE VERIWAVE PRODUCTS (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VERIWAVE BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR OR IN CONNECTION WITH CUSTOMER'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF ANY VERIWAVE EQUIPMENT OR SOFTWARE, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIWAVE OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE.

LIABILITY SHALL NOT EXCEED PURCHASE PRICE: VERIWAVE'S SOLE AND AGGREGATE LIABILITY FOR ANY DAMAGES TO YOU OR ANY OTHER PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE CORRESPONDING VERIWAVE PRODUCT(S) OR SERVICE(S), REGARDLESS OF THE VERIWAVE PRODUCT(S) OR SERVICE(S), AND REGARDLESS OF ANY FORM OF THE CLAIM. NO UNAUTHORIZED PERSON CAN CHANGE THE TERMS OF VERIWAVE'S EXTENDED WARRANTIES: ADDITIONAL STATEMENTS BY AGENTS, EMPLOYEES OR DISTRIBUTORS OF VERIWAVE DO NOT CONSTITUTE WARRANTIES BY VERIWAVE, DO NOT BIND VERIWAVE, AND MAY NOT BE RELIED UPON.

STATE LAW RIGHTS: VERIWAVE'S EXTENDED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU DEPENDING ON YOUR STATE OF RESIDENCE. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE REGARDING SUCH RIGHTS.

GPL SOFTWARE: ANY GPL SOFTWARE INCLUDED IN THE SOFTWARE IS THIRD-PARTY SOFTWARE THAT HAS NOT BEEN MANUFACTURED, TESTED OR OTHERWISE APPROVED BY VERIWAVE. THE GPL SOFTWARE IS PROVIDED "AS IS," AND VERIWAVE DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE GPL SOFTWARE AND/OR USE OF THE GPL SOFTWARE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE GPL SOFTWARE (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS LIMITED WARRANTY SHALL OBLIGATE VERIWAVE TO PROVIDE ANY SUPPORT FOR THE GPL SOFTWARE.

Governing Law

This Extended Agreement and the rights and obligations of the parties in connection with VeriWave's Extended Warranties shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to conflicts of laws principles. The parties agree to the non-exclusive jurisdiction of the state and federal courts in Multnomah County, Oregon in connection with the litigation of any dispute under or in connection with this Extended Warranty Agreement or any VeriWave Extended Warranty, and waive any objection to such jurisdiction based on venue or personal jurisdiction. NEITHER THIS EXTENDED WARRANTY AGREEMENT NOR VERIWAVE'S EXTENDED WARRANTIES WILL BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF THAT LAW HAS BEEN ADOPTED IN CALIFORNIA, AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED.