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6. LIMITED WARRANTY.

6.1 The COMPANY warrants that during the license period the SOFTWARE, when properly installed on a computer satisfying the minimum system requirements listed below, substantially conforms to this functional specification: the SOFTWARE generates numerically distinct document files of questions contained in the testbank that is installed by the SOFTWARE. Minimum system requirements for running the SOFTWARE include: (1) Microsoft Windows98[®] operating system or later; (2) Microsoft Office97[®] or later (requires installation of Microsoft Word[®] and Microsoft Excel[®] with the Analysis ToolPak add-in); The COMPANY does not warrant that SOFTWARE will meet your requirements or that operation of SOFTWARE will be uninterrupted or error free.

6.2 To exercise the right of warranty you agree to perform the following: (1) Notify the COMPANY in writing or the DISTRIBUTOR by email of any nonconformity within the license period; (2) Provide evidence satisfactory to the COMPANY that you are the purchaser of the SOFTWARE from the DISTRIBUTOR; (3) Provide evidence satisfactory to the COMPANY that you are the one specific person that uses the single computer that downloaded this SOFTWARE from the DISTRIBUTOR; (4) Provide evidence satisfactory to the COMPANY that the computer meets minimum system requirements; (5) Provide evidence satisfactory to the COMPANY that the software does not conform to the functional specification; (6) Provide effort satisfactory to the COMPANY, including but not limited to installation of diagnostic programs and upgrades, and other efforts in association with the COMPANY technical support personnel, that attempt to correct the nonconformity. This warranty shall not be valid if SOFTWARE has been subject to misuse, unauthorized modification or installation. The entire liability of the COMPANY and DISTRIBUTOR, and your exclusive remedy shall be, at the COMPANY'S option, either (a) refund of the price paid or (b) modification or replacement of SOFTWARE that does not meet this limited warranty, provided you have otherwise complied with this agreement.

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8. INDEMNIFICATION. You agree to indemnify and hold harmless the COMPANY and DISTRIBUTOR from any claims, loss, cost, damage, expense, or liability, including attorneys' fees, arising out of or in connection with your use of software.

9. CONTROLLING LAW AND JURISDICTION. This agreement shall be governed by and construed under the laws of the state of Alabama, USA. All disputes arising out of or in relation to this Agreement shall be submitted to courts with jurisdiction within the city of Tuscaloosa in the state of Alabama. This section shall not restrict the rights of the COMPANY to bring an action against you in the jurisdiction where you live, operate or use the software.

10. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.