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12. Term and Termination: You may terminate this Agreement by destroying all copies of the Software on Your Apple mobile device. PPM shall be entitled to terminate Your license to use the Software if You or Company fail to comply with any of the terms of this Agreement. In case of termination or expiration of this Agreement, You must destroy all copies of the Software on Your Apple mobile devices.

13. Law/Venue: This Agreement shall be governed by and construed under the laws of the State of Alabama without reference to its conflicts of law principles. Exclusive jurisdiction and venue for any dispute arising from this Agreement or relating to the Software Product shall be in the United States District Court for the Northern District of Alabama, Northeastern Division, or the Circuit Court for Madison County, Alabama. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern.

14. Miscellaneous:

a. If any term of this Agreement is found to be invalid or unenforceable, the surviving provisions shall remain effective. PPM´s failure to enforce any right or provision stipulated in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement. If You and PPM are party to a separate written agreement related to Hostware, the terms of such Hostware agreement shall take precedent over the terms of this Agreement, but only to the extent of a conflict of terms or an express written statement in the Hostware agreement stating an intent to impact a term of this Agreement.

b. You and PPM agree that: (a) this Agreement is between PPM and You, and that Apple is not a party to this Agreement; (b) that PPM is solely responsible for the Software and the materials thereof; (c) that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement; and d) Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary hereof, but only if You accept the terms of this Agreement as outlined above.

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f. Licensee agrees that it will hold all parts of the Software Product and Documentation in confidence and will not sell, transfer, loan or make disclosure of the Software Product to any of its partners and third parties, unless specifically provided for in this Agreement.

g. Should Licensee have any questions concerning this Agreement, Licensee may contact Hexagon PPM at Hexagon PPM, 305 Intergraph Way, Madison, AL 35758.