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9. TERM AND TERMINATION

Unless otherwise agreed to by the parties, this AGREEMENT shall become effective upon the earlier of LICENSEE's clicking of "I Accept" or LICENSEE'S installing or placing TOOLKIT IN-USE ("Effective Date") and shall continue in full force and effect through Term or until terminated in accordance with the terms set forth in this AGREEMENT.

Any material breach of this AGREEMENT shall automatically and immediately terminate this AGREEMENT. In the event that LICENSEE ceases to do business or is adjudged bankrupt or insolvent, ACCUSOFT may, at its sole option, terminate this AGREEMENT, by giving ten (10) Business Days written notice of such termination, which notice shall identify and describe the basis for such termination.

In the event of any termination of this AGREEMENT, any RUNTIME AGREEMENT is simultaneously terminated and LICENSEE shall stop using the TOOLKIT and PORTION, shall cease manufacturing the PRODUCT containing TOOLKIT or PORTION, and shall cease distributing PRODUCT containing TOOLKIT or PORTION. LICENSEE shall also require its resellers, OEMs, and other distribution channels (if any) to likewise stop manufacturing and distributing the PRODUCT containing TOOLKIT or PORTION. Within ten (10) Business Days thereafter, LICENSEE shall return or, at ACCUSOFT's option, destroy, the TOOLKIT and all PORTIONS, whether or not incorporated in or with the PRODUCT, that are within LICENSEE's possession, custody, and control, and shall certify to ACCUSOFT in writing within ten (10) Business Days after that return or destruction that it has complied with the foregoing obligation.

All sections except Section 1. GRANT OF LICENSE shall continue in full force and effect, notwithstanding any termination of this AGREEMENT.

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In the event LICENSEE (a) copies the TOOLKIT or PORTION except as permitted by this AGREEMENT, (b) uses the TOOLKIT or PORTION for any reason other than as permitted by this AGREEMENT, (c) installs or uses the TOOLKIT or PORTION on more than a single computer, or (d) otherwise violates or breaches this Agreement, LICENSEE agrees that ACCUSOFT is entitled to obtain as liquidated damages and not as a penalty the greater of the amount of (v) the published quantity one distribution price based upon the type of distribution; (w) \$99 per each user of each PRODUCT or service of LICENSEE in which the TOOLKIT or PORTION is included, copied, incorporated, embedded, or accessible; (x) \$100 per copy of TOOLKIT or PORTION; (y) \$100 per copy of any PRODUCT in which TOOLKIT or PORTION is included, copied, incorporated, embedded, or accessible; or (z) three percent (3%) of all revenues realized by LICENSEE pertaining to any PRODUCTS or services of LICENSEE in which TOOLKIT or PORTION is included, copied, incorporated, embedded, or accessible. THE LICENSEE EXPRESSLY AGREES THAT THE FOREGOING LIQUIDATED DAMAGES ARE NOT A PENALTY.

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LICENSEE acknowledges that the TOOLKIT contains ACCUSOFT know-how, confidential, and trade secret information ("PROPRIETARY INFORMATION"). LICENSEE agrees: (a) to hold the PROPRIETARY INFORMATION in the strictest confidence, (b) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the PROPRIETARY INFORMATION to any third party, (c) not to make use of the PROPRIETARY INFORMATION other than as permitted by this AGREEMENT, and (d) to disclose the PROPRIETARY INFORMATION only to LICENSEE's representatives requiring such material for effective performance of this AGREEMENT and who have undertaken an obligation of confidentiality and limitation of use consistent with this

AGREEMENT. This obligation shall continue as long as allowed under applicable law.

12. INJUNCTIVE RELIEF

LICENSEE agrees that any violation or threat of violation of this AGREEMENT will result in irreparable harm to ACCUSOFT for which damages would be an inadequate remedy. Therefore, in addition to its rights and remedies available at law (including but not limited to the recovery of damages for breach of this AGREEMENT), ACCUSOFT shall be entitled to immediate injunctive relief to prevent any violation of ACCUSOFT's copyright, trademark, trade secret rights regarding the TOOLKIT, or to prevent any violation of this AGREEMENT, including, but not limited to, unauthorized use, copying, distribution or disclosure of or regarding the TOOLKIT or PORTION, as well as any other equitable relief as the court may deem proper under the circumstances.

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In any determination of ACCUSOFT's damages (whether liquidated damages or actual damages), or any determination of any licensing fees or royalties due ACCUSOFT under this AGREEMENT due to a breach by LICENSEE hereunder, LICENSEE shall not be entitled to any discounts (volume or otherwise) or reduced licensing fees or royalties. The foregoing sentence shall be applicable unless LICENSEE has negotiated and entered into a written, signed agreement with ACCUSOFT for such reduced or discounted licensing fees or royalties and paid ACCUSOFT such fees or royalties in advance of any: (a) distribution of the TOOLKIT or PORTION, (b) copying of the TOOLKIT or PORTION, or (c) incorporation or use of the TOOLKIT or PORTION in or pertaining to any PRODUCT or service of LICENSEE. Further, LICENSEE agrees that it shall not be entitled to reduced licensing fees or royalties when determining ACCUSOFT's damages due to any undertaking or activity by LICENSEE regarding the TOOLKIT or PORTION outside of or exceeding the scope of permission or other terms of this AGREEMENT, or LICENSEE's actions otherwise in violation of this AGREEMENT.

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In the event of any lawsuit or other proceeding brought as a result of any actual or alleged breach of this AGREEMENT, to enforce any provisions of this AGREEMENT, or to enforce any intellectual property or other rights in or pertaining to the TOOLKIT or PORTION, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, including the costs of any expert witnesses, incurred at all levels of proceedings.

15. GOVERNING LAW

This AGREEMENT shall be construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to any conflicts of laws rules. Any action related to or arising out of this AGREEMENT will be filed only in the Florida courts and LICENSEE consents to the exclusive jurisdiction and venue of the state and federal courts located in Tampa, Florida.

16. SEVERABILITY

If any provision of this AGREEMENT is determined to be invalid by any court of final jurisdiction, then it

shall be omitted and the remainder of the AGREEMENT shall continue to be binding and enforceable. In addition, the Court is hereby authorized to enforce any provision of the AGREEMENT that the Court otherwise deems unenforceable, to whatever lesser extent the Court deems reasonable and appropriate, rather than invalidating the entire provision. Without limiting the generality of the foregoing, LICENSEE expressly agrees that should LICENSEE be found to have breached the AGREEMENT, under no circumstances shall LICENSEE be entitled to any volume or other discount, or reduced licensing fee or royalty in the determination of ACCUSOFT's damages, or otherwise in the determination of any licensing fee or royalty owed to ACCUSOFT.

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18. ENTIRE AGREEMENT

This AGREEMENT represents the entire understanding of the parties concerning the subject matter hereof and supersedes all prior communications and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. Only a writing signed by the parties may modify this AGREEMENT. In the event of any modification in writing of this AGREEMENT, including an expanded license agreement, all sections of this Agreement survive except Section 1. Grant of License.

19. CONTACT US

Should you have any questions concerning this AGREEMENT, or if you desire to contact ACCUSOFT for any reason, please contact ACCUSOFT at 1-813-875-7575.

20. OTHER RESTRICTIONS

a) This AGREEMENT shall not be amended, altered, changed, or modified in any way, unless agreed to in writing by both ACCUSOFT and LICENSEE. Such writing must be executed by a duly authorized representative of ACCUSOFT and a duly authorized representative of LICENSEE.

b) This AGREEMENT is not transferable or assignable by LICENSEE under any circumstances, without the prior written consent of ACCUSOFT. ACCUSOFT will not unreasonably withhold such consent. This AGREEMENT shall be binding upon, and is made for the benefit of, each party, its successors, and permitted assignees (if any). For the purposes of this AGREEMENT, any change in control of LICENSEE shall constitute an assignment or transfer of this AGREEMENT requiring prior written consent of

ACCUSOFT. As used in this section, a change in control is defined as (i) any change in ownership of more than fifty percent (50%) of the voting interest in LICENSEE, whether by merger, purchase, foreclosure of a security interest, or other transaction, or (ii) a sale of all or substantially all of the assets of LICENSEE.

c) The relationship established by this AGREEMENT between LICENSEE and ACCUSOFT shall be that of Licensee and Licensor. Nothing contained in this AGREEMENT shall be construed as creating a relationship of agency, joint venture, or partnership between LICENSEE and ACCUSOFT. Neither party shall have any right whatsoever to incur any liabilities or obligations on behalf of the other party.

d) ACCUSOFT's failure to perform any term or condition of this AGREEMENT as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this AGREEMENT.

e) The headings provided in this AGREEMENT are for convenience and reference purposes only. In the event of a conflict between the terms and conditions listed in this AGREEMENT, and any attached Schedules or Appendices, the terms and conditions of this AGREEMENT shall govern.

f) A waiver of a breach, violation, or default under this AGREEMENT shall not be a waiver of any subsequent breach, violation, or default. Failure of either party to enforce compliance with any term or condition of this AGREEMENT shall not constitute a waiver by the party of such term or condition.

g) All notices and communications shall be in writing and shall be deemed to have been duly given the earlier of when delivered or three (3) Business Days after mailing by certified mail, return receipt requested, postage prepaid, or by international delivery service, addressed to the parties at their respective addresses set forth on the Order Form or at such other addresses as the parties may designate by written notice in accordance with this section.

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