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14. Confidentiality. LICENSEE acknowledges that the Program 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, other than as granted herein, 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 for Use of Program 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.

15. 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 Program, or any violation of this Agreement, including, but not limited to, unauthorized use, copying, distribution or disclosure of or regarding the Program, as well as any other equitable relief as the court may deem proper under the circumstances.

16. Attorneys' Fees and Costs. 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 Program, 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.

17. 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 brought solely in the state court sitting

in Hillsborough County, Florida or in the federal courts in the Middle District of Florida, Tampa Division, and LICENSEE consents to the exclusive jurisdiction and venue of said courts.

18. 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.

19. 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 Accusoft license agreement for Program, all unmodified, non-conflicting sections of this Agreement survive.

20. Contact Us. Should you have any questions concerning this Agreement or if you desire to contact Accusoft for any other question or reason, please contact Accusoft at 1-813-875-7575 or at info@accusoft.com.

21. Third Party Notices. See THIRD-PARTY.md in the Program download.

22. Agreement Version: 08/13/2021. Subject to change without notice, with the current version always visible on our [website](#).