



ACCUSOFT CORPORATION

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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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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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15. 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 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.

16. 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.

17. 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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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.

20. 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.

21. 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.
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