

License Terms

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7. Termination:

If Licensee fails to abide by any provision in this Agreement, the license contained in this Agreement will terminate immediately and without notice from Vizutil. Upon termination, the Licensee must immediately: cease using the Licensed Product; delete or destroy the Licensed Product from the Licensee's premises, computer systems and storage (electronic and physical); and, if requested, provide Vizutil with written confirmation that Licensee has complied with these requirements.

8. General Terms:

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this Agreement may be in direct, indirect, or partial conflict with any provision of the Uniform Commercial Code, the terms of this Agreement shall prevail.

- (b) Disputes. Except as provided in section 8(c) below, any dispute regarding this Agreement shall, at Vizutil's sole discretion, either: (1) be arbitrated in Portland, Maine under rules of the American Arbitration Association and the laws of Maine; provided, however, that the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules, irrespective of any provision of those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$10,000 or less may be submitted without arbitration to any court having jurisdiction thereof, to which jurisdiction Licensee hereby submits. OR (2) be adjudicated in Portland, Maine under the laws of the United States and/or of Maine. (3) In the event of a dispute, Licensee shall pay all court costs, Vizutil's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Vizutil. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.
- (c) Federal Jurisdiction. Licensee hereby expressly consents to the jurisdiction of the federal courts with respect to claims by Vizutil under the Copyright Act of 1976, as amended, including subsidiary and related claims.
- (d) Severability. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.
- (e) Waiver. No action of Vizutil, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of Vizutil in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by Vizutil of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by Vizutil on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
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