

END-USER LICENSE AGREEMENT

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2. Terminated by ACG??; or
3. Terminated by the Licensee.

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Notice

Any notice, report, approval or consent required under this EULA shall be in writing and deemed to have been duly given if delivered by recorded delivery to the respective addresses of the parties.

Integration

Both parties hereby agree that this EULA is the entire and exclusive statement and legal acknowledgment of the mutual understanding of the parties and supersedes and cancels any previous written and oral agreement and/or communication relating to the subject matter of this EULA.

Severability

No delay or failure to exercise, on the part of either party, any privilege, power or rights under this EULA shall operate as a waiver of any of the terms and provisions of this EULA. Accordingly, no single or partial exercise of any right under this Agreement shall preclude further exercise of any other right under this EULA. Suppose any of the outlined provisions of this EULA is deemed to be unenforceable or invalid in whole or in part by a court of competent jurisdiction. In that case, such provision shall be limited to the minimum extent necessary for this EULA to remain in full force and effect and enforceable. The remaining provisions of this Agreement shall not be rendered unenforceable or invalid. They shall continue to be enforceable and valid in isolation of the unenforceable and invalid provisions of this EULA.

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Entire Agreement

This Agreement rightly constitutes the entire understanding between the ACG?? and the Licensee and all parties involved. It supersedes all prior agreements of the parties, whether written or oral, express or implied, statement, condition, or a representation or warranty.

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This EULA shall be deemed to be construed under the jurisdiction of the courts located in ??, without regard to conflicts of laws as regards the provisions thereof. Any legal action relating to this EULA shall be brought exclusively in the courts of ??, and all parties consent to the jurisdiction thereof. Furthermore, the prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, legal fees. Accordingly, this EULA is made within the exclusive jurisdiction of the ??, and its jurisdiction shall supersede any other jurisdiction of either party's election.