

END USER LICENSE AGREEMENT

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6. EXPORT. You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom MosaixSoft is prohibited from transacting business under applicable law.

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7.3 Neither MosaixSoft nor anyone else who has been involved in the creation, production or delivery of the Software shall be liable to you for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, loss of goodwill, business interruption, loss of business information, and the like, however arising) arising out of this EULA, the termination or expiration of this EULA in accordance with its terms, or the use of or inability to use the Software even if MosaixSoft has been advised of the possibility of such damages. You acknowledge and agree that this limitation of liability is a fundamental aspect of this EULA and that in its absence, the economic terms set forth in this EULA would be substantially different.

8. GENERAL.

8.1 Except as otherwise provided herein, the respective rights and obligations of the parties under this EULA shall survive any termination of this EULA.

8.2 This EULA shall be governed the laws of the United States of America and the State of California without regard to principles of conflicts of laws.

8.3 Any provision or provisions of this EULA which is held to be invalid, illegal, unenforceable or otherwise in any way to contravene any law shall, to the extent thereof, be deemed severable and shall not affect the other provisions hereof, which other provisions shall remain in full force and effect. To the extent that any provision of this EULA is adjudicated to be invalid or unenforceable because it is deemed to be overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

8.4 No Failure or delay in exercising or enforcing any right or remedy hereunder by MosaixSoft shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this EULA is determined to be invalid under any applicable statute or rule of law, it is deemed omitted and the balance of this EULA shall remain enforceable.

8.5 To the extent any party asserts any disagreement, dispute, controversy or claim arising out of, relating to or connected with this EULA or the Software (a “**Dispute**”), all parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the state of California.

8.6 You may not assign or otherwise transfer Your rights or obligations under this EULA without the prior written consent of MosaixSoft. Subject to the foregoing, this EULA shall be binding upon the parties’ successors and assigns.