

END USER LICENSE AGREEMENT

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7. Limitation of Liability. IN NO EVENT SHALL FSLSO BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ((INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF FSLSO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnification. You agree to indemnify, defend and hold harmless FSLSO from any and all costs and expenses (including reasonable attorneys' fees) associated with any third party claim arising from any breach by You of the terms and conditions of this Agreement, including but not limited to, use of the Software and Other Licensed Materials in a manner not expressly authorized by this Agreement. FSLSO shall have the option to undertake and conduct the defense of any third party claim subject to indemnification by You.

9. Term and Termination. This Agreement begins on the date You first access or use the Software or Other Licensed Materials. You may terminate this Agreement at any time by ceasing to access or use the Software and Other Licensed Materials. FLSO may terminate this Agreement at any time with or without cause and without prior notice. Without prejudice to FLSO's other rights, this Agreement will terminate immediately, and without need for notice, if You fail to comply with its terms and conditions. Upon termination You must cease all access and use of the Software and Other Licensed Materials. The provisions of Paragraphs 3, 4, 5, 6, 7, 8, 11, and 12.e.-g. shall survive the Termination of this Agreement.

10. No Assignment. You may not assign this Agreement and any such purported assignment or transfer shall be void upon attempt.

11. Remedies Available to FLSO in the Event You Breach This Agreement. In the case of a breach or threatened breach of any of the foregoing provisions, You agree that damages to be suffered by FLSO will not be fully compensable in money damages alone and will cause irreparable injury to FLSO. Therefore, FLSO will, in addition to other available legal or equitable remedies, be entitled to injunctive relief against such breach of threatened breach without any requirement to prove irreparable harm or to post a bond as a condition of such relief.

12. Miscellaneous.

a. The relationship between You and FLSO is that of a licensee/licensor and nothing else.

b. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing in a document that specifically refers to this Agreement and such document is signed by You and FLSO.

c. This Agreement constitutes the full and complete understanding and agreement of the Parties hereto with respect to the subject matter covered herein and supersedes all prior and contemporaneous oral or written understandings and agreements with respect thereto.

d. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

e. If You are held by any court of competent jurisdiction to be in violation, breach or nonperformance of any of the terms of this Agreement, then You will promptly pay to FLSO all costs and reasonable attorney's fees expended in connection with such action or suit, and any appeal.

f. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

g. Venue for any action arising out of this Agreement shall be in a court of competent jurisdiction in Leon County, Florida.