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7.   Enforcement. Licensor and Licensee agree that Licensor will be irreparably harmed and money damages would be inadequate compensation to Licensor in the event Licensee breaches any provision of this Agreement. Accordingly, all the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Licensee without posting an undertaking in addition to any other remedies available to Licensor.

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10.   Independent Parties. Nothing contained herein shall be construed as creating a joint venture, partnership, agent or employment relationship between Licensor and Licensee. No party is the agent of any other party and no party has the authority to bind the other party in any way.

11.   Governing Law and Venue. This Agreement shall be interpreted and enforced according to the initial laws of the State of California, without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state or federal courts located in San Diego, California, for any action or proceeding regarding this Agreement.

12.   Assignment. Licensee shall not assign or delegate this Agreement without Licensor's prior written consent.

13.   Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, each and every other provision shall nevertheless continue in full force and effect, and the severed provision shall be revised so as to reflect the original intent of the parties hereunder to the maximum extent permitted by applicable law.

14.   Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written. This Agreement may be executed in several counterparts that together shall constitute one and the same instrument. This Agreement can be modified or amended only by a writing signed by Licensor and Licensee. The provisions of Sections 2, and 5 through 17 inclusive, shall survive the termination or expiration of this Agreement.

15.   Attorneys' Fees. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in addition to any other relief to which it is entitled.

16.   Indemnity. Licensee shall indemnify, defend and hold Licensor harmless against all damages, claims, liabilities, losses and other expenses, including without limitation, reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise out of (i) Licensee's use of the Software; and (ii) Licensee's violation of any provisions in this Agreement, including, without limitation, reasonable attorneys' fees.

17.   Termination. The term of this Agreement shall terminate upon the lapse of the Term. The term of this Agreement immediately terminates upon any breach of Sections 2 by Licensee. Additionally, Licensor has the right to terminate the term of this Agreement at any time by providing Licensee with a written notice of termination. Licensor may also, in its sole discretion and in writing in each case, extend the Term for additional periods of thirty (30) days each.

18.   Authority. If you are entering into this Agreement on behalf of an entity, you represent and warrant that you have the authority from your respective governing body to enter into this Agreement and to bind your respective company to all the terms and conditions of this Agreement.

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Accepted and Agreed:

_____

By: _____

Name: _____

Title: _____