



OCEANVIEW END USER LICENSE AGREEMENT

BEFORE YOU DOWNLOAD THE SOFTWARE AND/OR COMPLETE THE INSTALLATION PROCESS, CAREFULLY READ THIS AGREEMENT. BY DOWNLOADING THE SOFTWARE AND/OR CLICKING THE APPLICABLE BUTTON TO COMPLETE THE INSTALLATION PROCESS, YOU CONSENT TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT AND ALSO BY ALL OF ITS TERMS AND CONDITIONS, CLICK THE APPROPRIATE BUTTON TO CANCEL THE INSTALLATION, DO NOT INSTALL OR USE THE SOFTWARE, AND IF APPLICABLE, RETURN THE SOFTWARE WITHIN THIRTY (30) DAYS OF RECEIPT OF THE SOFTWARE TO THE PLACE YOU OBTAINED IT. ALL RETURNS SHALL BE SUBJECT TO OCEAN OPTICS' THEN CURRENT RETURN POLICY.

1. Definitions: As used in this Agreement, the following terms shall have the following meanings:

A. "Agreement." Means this OceanView End User License Agreement.

B. "Computer" or "computer." Refers to one computing device, or if the SOFTWARE is being used in connection with a virtual machine, one virtual machine on one computing device.

C. "OOI." Means Ocean Optics Inc. a Florida Corporation having its principal office at 8060 Bryan Dairy Rd, Suite 860, Largo, FL 33777

D. "SOFTWARE." Means the computer software and other code provided with this Agreement (including all upgrades that may be provided by OOI as part of the Software Service for which you have paid the applicable fees or as otherwise provided under this Agreement) that you are authorized to install and use in accordance with Section 2 below, together with all accompanying documentation and utilities. OOI provides certain third party software subject to separate license terms either presented at the time of installation or otherwise provided with the SOFTWARE ("Third Party Software"). Such Third Party Software is not included in the definition of the term "SOFTWARE".

E. "Software Service." Means the maintenance and technical support associated with the SOFTWARE or other software services program, in each case provided by OOI and lasting for the duration of time identified in the applicable quote or other offer documentation.

F. "Term." Means the period of time commencing on the date of your clicking the applicable button to complete the installation process and continuing for the period of time specified in the product description, Trial Period, or other applicable documentation provided to you by OOI, or, if no period of time is specified, perpetually, unless this Agreement is terminated earlier by OOI or you as provided herein, in which case such period is deemed to have ended on the effective date of such termination.

G. "Upgrade." Means any supplemental or replacement code for this SOFTWARE you are licensing from OOI.



H. "Trial Period." Means the period of time commencing on the date of your clicking the applicable button to complete the installation process and continuing for the period of time specified in the product description or other applicable documentation provided to you by OOI during which the software will operate without a Product Key. Once this period has expired, the SOFTWARE may no longer operate if it has not been enabled by a Product Key.

I. "Product Key." Means an access mechanism (e.g. password, access code, PIN, or hardware dongle) provided by OOI that enables the SOFTWARE to continue to operate perpetually beyond the Trial Period, and without which the SOFTWARE will not operate beyond the Trial Period.

J. "You." Means you, the individual using the SOFTWARE, as well as your employer, if you are using the SOFTWARE within the scope of your employment. If you are using the SOFTWARE within the scope of your employment, then you represent that you are authorized to bind your employer to this Agreement.

2. Grant of License. In consideration of, and conditioned upon, your payment of the applicable fees to OOI, OOI hereby grants you a limited, non-exclusive right to use the SOFTWARE, but only pursuant and subject at all times to the terms and conditions of this Agreement. While your use rights may extend to a prior version of the SOFTWARE as expressly permitted under Section 6 below, your use rights do not extend to any Upgrades for the applicable SOFTWARE unless such Upgrades are provided to you during the Limited Warranty period noted below in Section 10 or are provided to you as part of the Software Service for which you have paid the applicable fees. The SOFTWARE is in "use" when loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, DVD-ROM, network storage device, or other storage device). Except as expressly authorized under this Section 2, floating, concurrent, or shared use is not permitted under this Agreement. The specific use rights granted to you are as follows:

A. Evaluation License; Limited Trial Period. The SOFTWARE may be installed onto one or more computers and operated within the terms and conditions of this agreement, for internal evaluation purposes only, for the duration of the Trial Period. At the end of the Trial Period, the SOFTWARE may no longer operate unless enabled to do so by a Product Key. You will be deemed to have an evaluation license for all SOFTWARE that has been provided to you by OOI and for which you do not have a Product Key from OOI. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME-PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE. ALTHOUGH THE SOFTWARE MAY WARN YOU OF THE TIME-FRAME IN WHICH IT WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING. Upon such deactivation, this Agreement will be considered terminated.

B. Perpetual Licenses. The SOFTWARE may be installed on one or more computers, but after the Trial Period, it will no longer operate unless enabled to do so by a Product Key. Once a valid Product Key has been used to activate the software, it will continue to operate on that computer perpetually unless deactivated so that the Product Key may be used elsewhere. There



is no limitation on the number of people that may access and use the SOFTWARE on such computer; provided, however, that the SOFTWARE may not be run concurrently (i.e. only one instance of the SOFTWARE can be launched on one computer at a time). Ocean Optics may, at its sole discretion, invalidate, revoke, or suspend any Product Key that it suspects or determines has been duplicated, shared, distributed, or otherwise disseminated in breach of this Agreement.

THE SOFTWARE MAY CHECK FOR THE VALIDITY OF ANY PRODUCT KEY THAT HAS BEEN PROVIDED TO IT AND MAY NO LONGER OPERATE IF THE PRODUCT KEY HAS BEEN REVOKED OR SUSPENDED OR IF THE SOFTWARE IS UNABLE TO CONFIRM VALIDITY WITHIN A REASONABLE TIME-FRAME.

C. Concurrent Use License. If you have acquired a concurrent use license, you may install the SOFTWARE on any or all computers for use by Authorized Users; provided, however, in no event may the number of Authorized Users who are accessing and/or running any of the SOFTWARE at the same time (i.e. concurrent users) exceed the Maximum Number of Seats which you have purchased. As used herein, the term "Authorized Users" means persons who use the SOFTWARE; for the purposes of this Section 2.C the term "Maximum Number of Seats" means the number of seats you have acquired as designated in the applicable quote or other documents provided to you by OOI.

D. Pre-Release Software. You may be provided by OOI with SOFTWARE for evaluation purposes ahead of the release of the SOFTWARE to the public. In such cases, you acknowledge and agree that the SOFTWARE IS FOR EVALUATION ONLY AND/OR PRERELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. OOI WILL NOT UPDATE THE SOFTWARE, NOR WILL OOI SUPPORT THE SOFTWARE. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME-PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE. ALTHOUGH THE SOFTWARE MAY WARN YOU OF THE TIME-FRAME IN WHICH IT WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING. Upon such deactivation, this Agreement will be considered terminated.

3. License Term. This Agreement shall continue until the earlier of any termination as provided in this Agreement as set forth below.

A. Trial Period Licenses. You hereby acknowledge and agree that this Agreement will expire automatically at the end of the Trial Period. However, subject to OOI's acceptance, you may obtain a Product Key by remitting the then-current applicable license fee to OOI. You hereby acknowledge and agree that the SOFTWARE may stop working and become unusable unless you pay the license fee and, if applicable, are provided with a new Product Key. Any use of the SOFTWARE after the Trial Period expires, except by enabling it with a valid Product Key, will violate the terms of this Agreement.

B. Perpetual Licenses. Pursuant to a perpetual license, you have the right to use the



SOFTWARE indefinitely, subject to the termination provisions in this Agreement. If you have purchased Software Service, you understand and agree that the support for the SOFTWARE will only continue for the amount of time specified in your purchase order for Software Service. After such time, you may continue to purchase Software Service at OOI's then current price, provided that Software Service is offered. OOI may at any time (and at their sole discretion) revoke, invalidate, or otherwise cause a Product Key to no longer allow the SOFTWARE to operate if they determine that this Agreement has been violated or terminated. You may transfer

a Product Key to enable the SOFTWARE on another designated computer provided that, immediately following such change, none of the SOFTWARE remains installed on the previously designated computer.

C. Termination. This Agreement shall automatically terminate upon failure by you to comply with its terms.

D. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, regardless of the reason, the license grants contained herein shall terminate and you must immediately cease all use of the SOFTWARE, and immediately destroy all copies of the SOFTWARE.

4. Restrictions. You may not: (i) reverse engineer, decompile, or disassemble the SOFTWARE; (ii) use the SOFTWARE to gain access to unencrypted data in a manner that defeats the digital content protection provided in the SOFTWARE; (iii) sub-license, lease, lend, or rent the SOFTWARE; (iv) (other than as expressly permitted in under this Agreement) disclose in whole or in part, distribute in whole or part, modify, or create derivatives of the SOFTWARE; (v) disclose or distribute a Product Key except as expressly permitted by Section 3.B and Section 5 of this Agreement. All uses of the SOFTWARE shall be in accordance with the applicable documentation that accompanies the SOFTWARE and not in any manner intended to (or that) circumvents such documentation or the intent of this Agreement. Except as expressly permitted in Section 2, under no circumstance is "floating," shared, or concurrent use permitted under this Agreement. Additionally, you agree that you shall only use the SOFTWARE and documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the SOFTWARE and documentation, including applicable restrictions concerning copyright and other intellectual property rights.

5. Transfer. You may transfer the SOFTWARE to a third party provided that you notify OOI in writing of such transfer (including the name and location of such third party), such third party accepts the terms and conditions of this Agreement, and after such transfer, you do not retain any copies of the SOFTWARE (including all Upgrades that you may have received) nor retain any of the written materials accompanying the SOFTWARE. OOI may, in its discretion, charge you a fee for the transfer of the SOFTWARE. OOI may also, in its discretion, replace any Product Keys issued to you with new Product Keys that are issued to the third party, and in such case, the Product Keys previously issued to you will be rendered invalid.

6. Upgrades. If the SOFTWARE is an Upgrade, you may only use the SOFTWARE if: (i) you have (at the time you receive the Upgrade) a valid license to use the pre-existing SOFTWARE (the "Preexisting



License”) and (ii) the Upgrade was provided to you in accordance with the Limited Warranty noted below in Section 10 or provided to you as part of the Software Service for which you have paid applicable fees. The license agreement accompanying the Upgrade (the “Upgrade License”) applies to your use of the Upgrade; provided, however, (i) you may only install and use the Upgrade on those computers on which you are authorized to use the pre-existing SOFTWARE pursuant to the Preexisting License and (ii) in no event may you run both the Upgrade and pre-existing SOFTWARE concurrently. Further and with respect to any SOFTWARE delivered and licensed under this Agreement (“Delivered SOFTWARE”), you may elect to install and use a pre-existing version of the applicable SOFTWARE (rather than the Delivered SOFTWARE); provided (i) you have an authorized copy of the pre-existing version of the Delivered SOFTWARE, (ii) all use will be pursuant to and in accordance to this Agreement, and (iii) that notwithstanding anything in this Agreement to the contrary, in no event shall OOI be required to support any versions of the SOFTWARE (including providing applicable Product Keys) other than the most current version of the Delivered SOFTWARE.

7. Software/Hardware Key. This SOFTWARE requires a software key code or a hardware key (Product Key) and you acknowledge that the SOFTWARE will not function without a certain, unique software key code or hardware key. The software key code or hardware key will be furnished to you by OOI and you agree that such software key code and hardware key is to be used solely with the SOFTWARE for which it is provided. While OOI may (in its sole discretion) provide you with the applicable key prior to receipt from you of the applicable license fees, you will remain obliged to pay such fees to OOI.

8. Copyright; No Other Licenses. The SOFTWARE, and all copies of the SOFTWARE, are owned by OOI and are protected by applicable copyright laws and international treaty provisions. The SOFTWARE, and copies thereof, are licensed only, and are not sold or leased. Therefore, you must treat the SOFTWARE like any other copyrighted material. You may, however, (i) make a reasonable number of copies of the SOFTWARE solely for backup or archival purposes and (ii) make a reasonable number of copies of the documentation that accompanies the SOFTWARE solely for your internal use in connection with your use of the SOFTWARE. In no event may you remove or alter any copyright, patent, trademark, or other legal notices or disclaimers that exist in the SOFTWARE. All rights not expressly granted to you in this Agreement are reserved to OOI. Further, and without limiting the foregoing, no license or any right of any kind (whether by express license, implied license, the doctrine of exhaustion, or otherwise) is granted under any OOI patents (whether identified herein or not) or other intellectual property right of OOI with respect to any other product(s) of OOI or of any third party, including the right to use any of these other products.

9. Trademark Notice. Ocean Optics and OceanView are trademarks of Ocean Optics, Inc. Further, any other product and company names mentioned herein are (or may be) trademarks or trade names of their respective companies.

10. Limited Warranty. Except for SOFTWARE provided under a Pre-Release or Trial Period license which SOFTWARE is provided without warranty, OOI warrants, for your benefit alone, that for a period of one year from the date the SOFTWARE is shipped to you (or, if downloaded, from the date the SOFTWARE is first installed by you) (i) the SOFTWARE will perform substantially in accordance



with the accompanying documentation, and (ii) the medium on which the SOFTWARE is recorded will be free from defects in materials and workmanship under normal use and service ("Limited Warranty"). Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Some states/jurisdictions do not allow limitations on duration of an express or implied warranty, so the above or any other limitation provided herein may not apply to you. In such event, such warranties are limited to the minimum warranty period allowed by applicable law. The Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, misapplication, improper calibration by you, third party products (i.e. hardware or software) used by you which are not intended by OOI for use with the SOFTWARE, utilization of an improper hardware Product Key (if applicable), or unauthorized maintenance of the SOFTWARE.

11. Customer Remedies under Limited Warranty. OOI's sole obligation to you with respect to the foregoing Limited Warranty shall be to, at OOI's option, return the fees paid by you to OOI, in which event you must return or destroy all copies of the SOFTWARE in accordance with OOI's reasonable instructions, in which case the license granted to you shall terminate without liability on the part of OOI by reason of such termination, or repair or replace the SOFTWARE, provided that OOI receives written notice of applicable defects during the warranty period.

12. No Other Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO WARRANTIES, EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE SOFTWARE, THIRD PARTY SOFTWARE OR SOFTWARE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THERE ARE NO OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. OOI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT RELATING TO THE SOFTWARE, THIRD PARTY SOFTWARE, AND THE SOFTWARE SERVICES. OOI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE SOFTWARE OR SOFTWARE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERRORFREE.

13. Limitation Of Liability. The entire liability of OOI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OOI AND ITS LICENSORS, DISTRIBUTORS, AND SUPPLIERS (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND; ANY EXPENSES, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, OR LOST BUSINESS INFORMATION; OR ANY OTHER DAMAGES, EXCEPT DIRECT DAMAGES NOT EXCEEDING IN THE AGGREGATE THE LICENSE FEE PAID FOR THE SOFTWARE PRODUCT INVOLVED; ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THIRD PARTY SOFTWARE, ANY TECHNICAL SUPPORT SERVICES RELATING TO THE SOFTWARE OR THIRD PARTY SOFTWARE, OR RELATED HARDWARE, EVEN IF OOI OR ITS LICENSORS, DISTRIBUTORS, AND SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND REGARDLESS OF WHETHER CAUSED OR



CONTRIBUTED TO BY THE NEGLIGENCE OF OOI OR OTHERS. YOU ACKNOWLEDGE THAT THE APPLICABLE FEES AND PRICES REFLECT THIS ALLOCATION OF RISK.

14. WARNING. (1) OOI PRODUCTS ARE NOT DESIGNED WITH COMPONENTS AND TESTING FOR A LEVEL OF RELIABILITY SUITABLE FOR USE IN OR IN CONNECTION WITH SURGICAL IMPLANTS OR AS CRITICAL COMPONENTS IN ANY LIFE SUPPORT SYSTEMS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE SIGNIFICANT INJURY TO A HUMAN. (2) IN ANY APPLICATION, INCLUDING THE ABOVE, RELIABILITY OF OPERATION OF THE SOFTWARE PRODUCTS CAN BE IMPAIRED BY ADVERSE FACTORS, INCLUDING FLUCTUATIONS IN ELECTRICAL POWER SUPPLY, COMPUTER HARDWARE MALFUNCTIONS, COMPUTER OPERATING SYSTEM SOFTWARE FITNESS, FITNESS OF COMPILERS AND DEVELOPMENT SOFTWARE USED TO DEVELOP AN APPLICATION, INSTALLATION ERRORS, SOFTWARE AND HARDWARE COMPATIBILITY PROBLEMS, MALFUNCTIONS OR FAILURES OF ELECTRONIC MONITORING OR CONTROL DEVICES, TRANSIENT FAILURES OF ELECTRONIC SYSTEMS (HARDWARE AND/OR SOFTWARE) UNANTICIPATED USES OR MISUSES, OR ERRORS ON THE PART OF THE USER OR APPLICATIONS DESIGNER (ADVERSE FACTORS SUCH AS THESE ARE HEREAFTER COLLECTIVELY TERMED "SYSTEM FAILURES"). ANY APPLICATION WHERE A SYSTEM FAILURE WOULD CREATE A RISK OF HARM TO PROPERTY OR PERSONS (INCLUDING THE RISK OF BODILY INJURY AND DEATH) SHOULD NOT BE RELIANT SOLELY UPON ONE FORM OF ELECTRONIC SYSTEM DUE TO THE RISK OF SYSTEM FAILURE. TO AVOID DAMAGE, INJURY, OR DEATH, THE USER OR APPLICATION DESIGNER MUST TAKE REASONABLY PRUDENT STEPS TO PROTECT AGAINST SYSTEM FAILURES, INCLUDING BACK-UP OR SHUT DOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM OOI'S TESTING PLATFORMS AND BECAUSE A USER OR APPLICATION DESIGNER MAY USE OOI PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY OOI, THE USER OR APPLICATION DESIGNER IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF OOI PRODUCTS WHENEVER OOI PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING THE APPROPRIATE DESIGN, PROCESS, AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION.

15. U.S. Government Rights. The SOFTWARE is a "commercial item" developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined and used in the applicable U.S. acquisition regulations. If you are an agency, department, or other entity of the United States Government, the SOFTWARE is licensed hereunder (i) only as a commercial item and (ii) with only those rights as granted to all other licensees pursuant to the terms and conditions of this Agreement. You agree not to use, duplicate, or disclose the SOFTWARE in any way not expressly permitted by this Agreement. Nothing in this Agreement requires OOI to produce or furnish technical data for or to you.

16. Audit Rights for Compliance. You agree to make all applicable records available for review by OOI during your normal business hours so as to permit OOI (upon reasonable notice to you) to verify your compliance with the terms and conditions of this Agreement. Further, if you are a business or other entity, you agree that upon the request of OOI or OOI's authorized representative, you will promptly document and certify in writing to OOI that you and your employees' use of the SOFTWARE complies with the terms and conditions of this Agreement. OOI may (upon written notice) inspect your use of the SOFTWARE during your normal business hours to ensure your compliance with this Agreement. If the results of any such inspection indicate the underpayment by you of applicable fees



due and payable to OOI, you shall (i) immediately pay such amounts to OOI; and (ii) reimburse OOI for the cost of such inspection.

17. Export Control. The SOFTWARE, and any Third Party Software provided by OOI with the SOFTWARE, may be subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.), other applicable U.S. export control laws and regulations, and applicable global export control laws and regulations. You agree that you will not export, re-export or transfer any SOFTWARE or Third Party Software provided by OOI with the SOFTWARE via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government and/or other applicable export licensing authority. OOI reserves the right not to ship or permit downloading of the SOFTWARE ordered if, at any time, OOI believes that such shipment or downloading of such SOFTWARE or any Third Party Software provided by OOI with such SOFTWARE, may violate U.S. and/or other applicable export control laws. If you are downloading the SOFTWARE, you hereby represent and warrant to OOI as follows: (i) you are not located in, or under the control of, any country the laws and regulations of which prohibit importation of the SOFTWARE or any Third Party Software provided by OOI with the SOFTWARE; and (ii) you are not located in, or under the control of, any country to which the laws and regulations of the U.S. and/or other applicable export control laws prohibit exportation of the SOFTWARE or any such Third Party Software.

18. Disputes. If any action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorney fees and court costs. If any provision of this Agreement is held invalid, the offending clause will be modified so as to be enforceable and, as modified, shall be fully enforced, and the remainder of this Agreement will continue in full force and effect. All disputes, controversies or differences which may arise between the parties, out of or in relation to, or in connection with this Agreement, or for the breach thereof, shall be finally settled by arbitration in Florida under the then existing rules of the American Arbitration Association, by which rules each party hereto is bound. This Agreement shall be construed, and the rights of parties shall be governed, by the laws of the State of Florida.

19. General. This Agreement constitutes the complete agreement between you and OOI regarding the SOFTWARE and supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between you and OOI relating to the subject matter of this Agreement. No delay or omission by OOI to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by OOI of any breach of any provision hereof shall not be construed to be a waiver of any succeeding breach of that provision or of any breach of any other provision. No modification of this Agreement shall be effective unless set forth in a writing signed by a duly authorized representative of you and OOI.