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10. If any part of this agreement is found to be invalid or unenforceable, the remaining terms will stay in effect. This agreement does not prejudice the statutory rights of any party dealing as a consumer.

11. This License Agreement shall be construed and governed in accordance with the laws of the United States and the State of Pennsylvania. Any suit brought with respect to this License Agreement may be brought only in state or federal court in Allegheny County, Pennsylvania. The parties hereby submit to the exclusive jurisdiction of, and waive any objections with respect to the exclusive jurisdiction of, such courts.

12. COSTS OF LITIGATION. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

13. NO WAIVER. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future

breaches.

14. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and complete and exclusive statement of the agreement between Netanomics and User which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. This Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed by both parties by their duly authorized representatives.

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