PUBLISHER ACCEPTANCE

These Terms and Conditions constitute a binding contract between Licensor and Licensee and are referred to herein as "Agreement." Licensor, if necessary, shall execute the Agreement in duplicate and return one copy to Licensee. 

GOVERNING LAW

These Terms and Conditions, any statements of work, and any sale of Software hereunder will be governed by the laws of the State of California, without regard to conflicts of laws. Any arbitration, enforcement of an arbitration or litigation will be brought exclusively in Orange County, California, and licensee consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof and waives the right to change venue. Licensee further consents to the exercise of personal jurisdiction by any such court with respect to such any proceeding. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has accrued or is barred or prevented provided under these Terms and Conditions cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

ARTICULATION

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present, or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or invalidity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the fullest extent permitted by applicable law, relationships with third parties that are not signatories hereeto), and in which either party is a party or beneficiary, shall be arbitrated in accordance with the Federal Arbitration Act (9 U.S.C. §§ 1-16) before a sole arbitrator, unless either party elects to bring the matter before a court. The arbitration shall take place exclusively in Irvine, California. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Licensor arising out of the Software will be exclusively litigated in court rather than through arbitration.

LICENSE

Terms of the Software are set forth in the End User License Agreement accompanied with or contained in the Software.

RELEASE OF INFORMATION

Unless otherwise provided in the Acknowledgement or acceptance relates to the contrary is hereby expressly rejected and not accepted. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. Neither party, including its Affiliates, shall employ or otherwise engage an employee of the other party during, for a period of six (6) months following any termination of the particular employee's employment with the other party. Should a party violate this provision, the violating party shall pay the other party one hundred percent (100%) of the former employee's annual base salary with the non-violating party as damages for the violation. Such payment shall be the non-violating party's sole remedy with respect to the violating party. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior negotiations and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

DESCRIPTION OF GOODS

Licensee shall not be liable for any failure or delay in performance resulting from compliance by Licensor with any laws, rules, regulations, acts, instructions or priority requests of any national, state, local, or municipal government (whether of the United States or of any state or city), or any department or agency thereof, or any civil or military authority, or from acts of war, civil disorder, flood, fire, or other disasters, strikes or labor disputes or from any other factors beyond its control.