End User License Agreement

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You agree that Owner shall have no liability whatsoever for any use you make of the Software. You shall 
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reasonable attorney fees) arising from your use of the Software as well as from your failure to comply with any 
term of this Agreement.

7. LIMITATION OF LIABILITY.
Under no circumstances and under no legal theory will Owner's liability hereunder exceed the price paid by you for the Software.

8. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES

This Agreement is personal to you. You have no right to assign or otherwise transfer this Agreement and any action or conduct in violation of the foregoing shall be void and without effect. Owner expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. The parties further intend that this Agreement is solely for the exclusive benefit of the parties and there are no third party beneficiaries hereunder.

9. GENERAL

This Agreement represents the complete agreement concerning the subject matter between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Owner to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit Owner's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed under Tennessee law. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State or federal courts located in Wilson or Davidson Counties of Tennessee. You hereby agree to service of process in accordance with the rules of such courts. The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

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