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IMPORTANT – READ CAREFULLY

1. GENERAL

- a. Description. This End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and The EDSA Group, Inc., a Louisiana Corporation having a principle place of business at 8280 YMCA Plaza Drive, #4; Baton Rouge, Louisiana 70810 (hereinafter, "EDSA") for the software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software upgrades or updates, language packs, add-on components, web services and/or supplements that EDSA may provide to You or make available to You after the date You obtain Your initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use.
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- c. The Software Product, functions, features and any services, provided by EDSA may change from time to time, without notice to You. You further acknowledge that EDSA may terminate Support Services, updates, upgrades and other services at any time, without notice to You, and for any reason.

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TERMINATION AND EXPIRATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT THEREAFTER.

9. MISCELLANEOUS

- a. This EULA shall be governed by the laws of the State of Louisiana. Any disputes between You and EDSA arising from or relating to this EULA or arising from or relating to the services provided by EDSA shall be governed exclusively by the substantive and procedural laws of the State of Louisiana. In the event that litigation is required to resolve any such disputes, such litigation shall be held exclusively in the 19th Judicial District of the State of Louisiana or in the United States District Court for the Middle District of Louisiana. You hereby assent to venue in and to the personal jurisdiction of each of these courts.
- b. Should any provision, or portion of any provision, of this agreement be declared unenforceable or null or void by a court of law, then that provision, or portion thereof, shall be considered stricken from this agreement and replaced by a provision that most closely approximates the intent of the parties as expressed by the stricken provision, as may be allowable by law. In any event, the remaining provisions of the terms shall remain binding and fully enforceable.
- c. A waiver by any party of any provision, or portion of any provision, in any one instance shall not be deemed or construed to be a waiver of such provision, or portion of any provision, for any similar instance in the future.
- d. This Agreement has been read in its entirety and You agree to and understand the terms and conditions set forth herein. You further acknowledge that there are no other terms or oral agreements existing between You and EDSA. This Agreement may not be amended or modified in any way without the prior written consent of EDSA.
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