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8. Indemnification: You agree to hold GraphOn and its successors, assigns, officers, directors, representatives, employees and agents, harmless from and against any claim, suit, loss, liability, penalty or damage (including incidental and consequential damages), costs and expenses (including reasonable attorneys' fees and expenses), arising out of Your breach of this Agreement.

9. Termination: This Agreement is effective upon downloading the Software and shall continue until terminated. You may terminate this Agreement at any time upon written notice to GraphOn. This Agreement will terminate immediately with notice from GraphOn, if You fail to comply with any provision of this Agreement. Upon termination of this Agreement for any reason, You must cease using the Licensed Products immediately and destroy all copies of the Licensed Products and certify in writing no more than two (2) business days after termination that You have complied with the foregoing. All provisions of this Agreement which must survive in order to give effect to its meaning will survive termination of this Agreement.

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12. Governing Law: This Agreement shall be governed by the laws of the State of California, USA, excluding the application of its conflicts of law rules.

13. Dispute Resolution: The emergency judicial relief authorized by Section 15 ("Specific Performance") may be brought at any time. In the event of any other dispute between GraphOn and You arising under this agreement, GraphOn's and Your chi

ef operating officers agree to promptly engage in bona fide negotiations with a view to achieving a commercially reasonable resolution of such dispute. If such c hief operating officers are unable to resolve the dispute within ninety (90) calendar days of their first substantive discussion, the dispute may then be submitted to the jurisdiction of a competent court by either party. The party initiating any court action shall be required to file the action in the jurisdiction where the defending party is located.

14. No Assignment: This Agreement shall bind and inure to the benefits of the parties hereto and their respective heirs, successors and permitted assigns. You may not lease, sell, sublicense, transfer or assign this Agreement or any of the rights or obligations created hereunder, nor authorize any portion of the Software to be copied onto another individual's computer, without the express prior written consent of GraphOn. Nothing in this Agreement is intended to or shall confer any rights or remedies on any person other than the parties hereto, their respective successors and assigns.

15. Specific Performance: Because a breach of the provisions of this Agreement (including without limitation unauthorized use or copying of the License Product s or breach of the confidentiality provision) would cause irreparable harm and significant injury which would be difficult to ascertain and which would not be compensable by damages alone, You agree that GraphOn has the right to enforce those provisions by injunction (without the necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights or remedies GraphOn may have.

16. Any notice, request or other communication required or permitted to be delivered hereunder shall be in writing, and shall be deemed effective (a) as of the date it is delivered to the party to be charged thereby by hand, (b) as of the date it is sent to that party by telephone fax with confirmation received followed by a copy by U.S. mail or (c) one (1) business day after it is delivered to that party by a reputable overnight courier and properly addressed to that party.

17. Miscellaneous. This Agreement may not be modified except by a writing, executed by GraphOn and You. If any provision is or becomes, at any time or for any reason, unenforceable or invalid, the remaining provisions shall continue with the same effect as if such unenforceable or invalid provisions was not inserted herein, provided that the ability of either party to obtain substantially the bargained-for performance of the other shall not have thereby been impaired.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.