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(d) Feedback. If You provide OPUSFLOW B.V. with any feedback, suggestions, bug fixes, new features or functionality relating to the Software (ìFeedbackî), You hereby assign and agree to assign to OPUSFLOW B.V. all right, title and interest in and to such Feedback.

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10. Indemnification. You shall defend, indemnify, and hold OPUSFLOW B.V., its officers, directors and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of Your willful misconduct or unauthorized use of the Software.

11. No Support. OPUSFLOW B.V. is under no obligation to provide You with updates or error corrections of the Software (collectively "Product Updates"). If OPUSFLOW B.V., at its sole option, supplies Product Updates to You, the Product Updates will be considered part of Software, and subject to the terms of this Agreement.

12. Miscellaneous.

(a) Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

(b) Governing Law and Venue. The validity and performance of this Agreement shall be governed by California law (without reference to choice of law principles), and applicable federal law. Any action, suit or proceeding relating to this Agreement shall be brought in the appropriate federal or state court location in Orange County, California, and You hereby consent to such jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(c) Construction. This Agreement is deemed entered into in The Netherlands, and shall be construed as to its fair meaning and not strictly for or against either party.

(d) Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that You shall not assign

any of Your rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of OPUSFLOW B.V.. Any attempted assignment in violation of this section will be void and of no effect.

(e) Waiver. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.

(f) Attorneys' Fees. In the event of any legal action or proceeding relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees in addition to any other relief granted.

(g) Entire Agreement; Modification. This Agreement sets forth the entire understanding and agreement between You and OPUSFLOW B.V. and supercedes all prior or contemporaneous agreements regarding its subject matter. This Agreement may be amended only in a writing signed by both parties.