ICSI HEALTH CARE GUIDELINES

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Single Guideline License

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b. ICSI’S ENTIRE AGGREGATE LIABILITY TO CUSTOMER UPON ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO $100.

c. THE LIMITATIONS OF THIS SECTION 8 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

9. Severability. The provisions of this Agreement will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions.

10. Waiver. No consent to or waiver (whether expressed or implied) by any party to any breach or default by the other party in performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. The failure to act by one party or to declare another party in default, irrespective of how long such failures continue, will not constitute a waiver of such party’s rights hereunder.

11. Interpretation. The headings contained in this agreement are for reference purposes only and will not affect the meaning or interpretation of this agreement. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

12. No Inference. For convenience, this Agreement has been drafted in final form by one of the parties; accordingly, in the event of ambiguities, no inference will be drawn against any party solely on the basis of authorship of this Agreement.

13. Binding. This Agreement shall be binding upon and inure to the benefit of the parties’ successors, legal representatives, and authorized assigns.

14. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, USA, without regards to such state’s conflict of law rules. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted in a court of competent jurisdiction in Hennepin County in the State of Minnesota in the United States of America and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue, jurisdiction or convenience of such court.

15. Entire Agreement. This Agreement forms the entire agreement between Customer and ICSI concerning this transaction and supersedes all prior agreements and representations of the parties, oral or written, related to the subject matter hereof.

16. Amendments. This Agreement may not be amended except in writing signed by both parties.