EFOLDER, INC.
VAR AND END USER
LICENSE AGREEMENT

This Software is COVERED BY U.S. Patent Nos. 9,471,442; 10,019,324; 9,015,520; 8,639,966; 8,176,358; 8,001,414; 7,487,383; 8,990,613; 9,176,823, and Canada Patent 2,655,911. This provides notice under 35 U.S.C. § 287(a).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CLICKING ON "I AGREE" AND USING THE SOFTWARE.    BY CLICKING ON "I AGREE" AND USING THE SOFTWARE YOU, INCLUDING IF YOU ARE A VAR, YOU ON BEHALF OF YOUR END-USERS, ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT CLICK ON "I AGREE", ADVISE EFOLDER THAT YOU DO NOT WISH TO USE THE SOFTWARE, AND EFOLDER WILL REFUND ANY MONEY YOU PAID FOR THIS SOFTWARE.

This Agreement is entered into as of the "Effective Date" by and between eFolder, Inc, and VAR or END USER (referred to jointly as LICENSEE if the provision pertains to both equally) for good and valuable consideration and on the promises and premises set forth below, as follows:

1.      DEFINITIONS.

Agreement: This agreement, including all Addenda and Exhibits thereto.

Confidential Information: Any and all information provided by one Party to the other Party pursuant to this Agreement and specifically designated by that Party as "confidential" (either in writing at the time of disclosure to the receiving Party or by written confirmation within ten (10) days after that Party discloses such information to the receiving Party), relating to the research, development, products, processes, trade secrets, business plans, customer, finances, and personnel data related to the business of such Party. Confidential Information does not include any information (i) which has become publicly known through no wrongful act of the receiving Party; (ii) which the receiving Party developed independently, as evidenced by appropriate documentation; or (iii) which the receiving Party becomes aware of from any third Party not bound by non-disclosure obligations to the disclosing Party and with the lawful right to disclose such information to the receiving Party. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.

Copyrights: Any and all copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including but not limited to, any and all moral rights and corresponding rights under international agreements and conventions, Derivatives, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing. Customers means end user purchasers or end user licensees of VAR Products.

Derivatives: Adaptations, portations, edits, enhancements, improvements, new versions, modifications, revisions, derivations, or translations of or to Intellectual Property.

Effective Date:    The date Licensee approves this Agreement by "clicking" on the "I Agree" button.

Intellectual Property:    Any and all (a) Confidential Information; (b) Copyrights; (c) Patents; (d) Derivatives; (e) Technical Information; (f) Technology; (g) Trademarks, and (h) any and all other intellectual property or proprietary rights relating to or arising from any or all of the foregoing.

Material Breach: The breach of this Agreement by a Party, other than a breach arising out of a Force Majeure Event, which breach, if not cured, would have a material adverse effect on the operations, property or financial condition of the non-breaching Party.

Patents: Any and all patents, patentable materials, letters patent and utility models, including reissues, divisionals, continuations, continuations-in-part, renewals, and extensions of any of the foregoing and applications therefor (and patents which may issue on such applications) in the United States and foreign states.

eFolder Intellectual Property: Intellectual Property owned by, controlled by, and/or licensed to eFolder relating or referring to the Software.

Software: The eFolder proprietary commercial software which is the subject of this Agreement ("Replibit") in executable code format only, and (i) any necessary application programmable interfaces ("APIs"), corrections, updates, upgrades and enhancements ("Updates"), but expressly excluding new versions or new commercial product releases made thereto and (ii) the manuals and other technical documentation for use with the Software (the "Documentation"), made available to Licensee pursuant to the terms of this Agreement.    Unless expressly stated otherwise, references in this Agreement to Software shall be deemed to include Documentation.

Technical Information: Know-how, data and other technical information including, but not limited to: (a) engineering documentation, such as development records, production software information, algorithms, flow charts, design information, drawings, specifications and data sheets; (b) manufacturing documentation such as drawings, instructions, specifications, procedures, methods, standards documentation, tooling and fixture drawings, process specifications and instructions; (c) quality and reliability documentation such as quality plans, specifications, instructions, procedures, test plans, test records and regulatory documentation; and (d) user manuals, on-line help, training materials, installation instructions, release notes, problem reports and resolutions, and marketing studies, which may be disclosed by the Party in possession thereof without violating obligations to a third Party, and further including any and all Intellectual Property therein, or relating or referring thereto.

Technology: Know-how, show how, procedures, systems, processes, trade secrets, inventions (whether or not patentable and whether or not reduced to practice), algorithms, formulae, research and development data; manufacturing, development and production techniques; and all other proprietary information relating thereto, and further including any and all Intellectual Property therein, or relating or referring thereto.

Trademarks: Trademarks, service marks, and logos, including any and all common law and/or statutory

rights therein and any and all applications to register and/or registrations therefor. VAR Products means any commercial product or component developed or manufactured by VAR for use by Customers that incorporate, utilize or reference Software. VAR Support Services means the maintenance, support, and/or training services for the VAR Products to be provided by VAR to Customers and/or VAR resellers.

2.      LICENSE GRANTS TO VAR

2.1      eFolder hereby grants to VAR

i. a non-exclusive, non-transferable license to use the Software solely (a) for incorporation or integration into VAR Products and (b) to perform the VAR Support Services;

ii. a non-exclusive license to distribute, license and/or offer to license the Software to Customers to the extent incorporated or integrated into VAR Products;

iii.    a non-exclusive, non-transferable license to use and reproduce the Documentation for the internal business purposes of VAR in connection with VAR's and Customers' authorized use of the Software and in accordance with the performance of the VAR Support Services;

iv.    a non-exclusive, non-transferable license to use the eFolder Trademarks on or in connection with advertising, marketing, promotion, and packaging for the VAR Products, and then solely to identify eFolder as the source or origin of the Software, and/or eFolder Intellectual Property contained in such VAR Products, and not as the brand name of such VAR Products. VAR will include the eFolder Trademarks on the VAR Products and/or on packaging, advertising, and promotional materials therefor, and on the VAR Documentation. VAR will comply with all trademark usage requirements and guidelines published by eFolder and furnished to VAR by eFolder from time to time. eFolder may change such guidelines from time to time, in its sole discretion. VAR agrees that all VAR Products bearing eFolder Trademarks will be of comparable quality to the Software. eFolder will have the right to inspect the VAR Products bearing the eFolder Trademarks to ensure the VAR Products are of sufficient quality, and that the eFolder Trademarks are used in compliance with the eFolder Trademark requirements and guidelines;

v.      the right to appoint VAR resellers to offer for sale and/or sell VAR Products to Customers provided that (i) all such VAR Reseller appointments are in writing, co-terminus with this Agreement, and made expressly subject to the terms and conditions of this Agreement; (ii) under no circumstances will VAR grant any VAR reseller (a) any rights greater than the rights granted to VAR pursuant to this Agreement and/or (c) the right to enter into further VAR reseller agreements; (iii) VAR will be solely responsible for the proper training of any and all such VAR resellers;    and (iv) VAR will be Liable to eFolder for the acts or failure to act of any of its VAR Resellers, in addition to any remedy that eFolder may have directly against VAR and such VAR Reseller.

3.      LICENSE GRANTS TO END USER

eFolder hereby grants to End User

i. a non-exclusive, non-transferable license to use the Software solely for the internal business purposes of End User; and

ii. a non-exclusive, non-transferable license to use the Documentation solely in connection with the authorized use of the Software.

4. LIMITATIONS ON LICENSE GRANTS TO LICENSEE

4.1      Other than as expressly provided in this Agreement Licensee agrees that it will not itself, and will not authorize any parent, subsidiary, affiliate, agent, employee, contractor, or other third party, to:

i.    sell, distribute, lease, rent, lend, re-license, resell, sublicense, or display the Software and/or eFolder Intellectual Property;

ii. use the Software and/or eFolder Intellectual Property for the benefit of third parties or provide, disclose, distribute, divulge or make available to, or permit use of or access to the Software, and/or eFolder Intellectual Property by any third party, including, without limitation, as an application service provider or on a service bureau basis;

iii.    decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software or eFolder Intellectual Property by any means whatsoever, or disclose any of the foregoing;

iv.    create any eFolder Derivative Works based upon the Software or eFolder Intellectual Property;

v. use the Software or eFolder Intellectual Property to develop or enhance any product that competes with the Software;

vi. use the eFolder Trademarks in any manner likely to confuse, mislead, or deceive the public, or to be adverse to the best interest of eFolder;

vii. register, or file applications to register in the name, or on behalf, of Licensee any Trademarks the same as, or substantially similar to, in whole or in part, any or all of the eFolder Trademarks, in any jurisdiction, for any goods or services of any nature whatsoever;

viii. contest or attack eFolder's exclusive rights in the Software, eFolder Intellectual Property, and eFolder Trademarks.

ix. directly or indirectly, export or transmit the Software, eFolder Confidential Information, and/or eFolder Intellectual Property, in whole or in part, or any technical data relating thereto, to any country to which such export or transmission is restricted by any applicable U.S. or international regulation or statute, without prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or other such governmental entity as may have jurisdiction over such export or transmission.

x. remove or add any proprietary legends, or notices from the Software without the prior written

permission of eFolder.

4.2    In addition, Licensee acknowledges that all rights in the Software, eFolder Intellectual Property, and eFolder Trademarks and the goodwill related thereto will remain at all times the sole property of eFolder and all goodwill arising from Licensee's use thereof will inure to the benefit of eFolder. In the event that Licensee or any employee, agent, or contractor, creates Derivative Works, whether or not in violation of this Agreement, Licensee agrees to assign and hereby does assign to eFolder, all of Licensee's rights, title and interests in and to such eFolder Derivative Works, and will require such employee, agent, or contractor, to assign to eFolder all rights, title and interests in and to such Derivative Works. Licensee agrees to sign, and to obtain the signatures of any and all such employees, agents, or contractors, of Licensee on any and all further documentation necessary to enable eFolder to record such assignments in the relevant United States and international agencies.

4.3    Use, duplication, or disclosure of the Software by the United States Government is subject to restrictions as set forth in subparagraph C1ii of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs C1 and 2 of the Commercial Computer Software - Restricted Rights clause at 48 C.F.R. 52.227-19 as applicable or as may be amended from time to time. eFolder is the manufacturer of the Software.

5.    OBLIGATIONS OF VAR

5.1    VAR will comply, and will require its VAR resellers to comply, with all applicable treaties, laws, statutes, rules and regulations of any governmental entity or instrumentality during the performance of its obligations under, and the conduct of its activities contemplated by, this Agreement. VAR will have the exclusive obligation, at its sole cost and expense, to obtain all licenses, permits and other governmental approvals that may be necessary to permit the distribution of the Software by VAR and/or its VAR resellers. VAR will furnish documentation as eFolder may reasonably request to confirm compliance of VAR with this Section and VAR agrees that it will not engage in any course of conduct that eFolder reasonably believes would cause eFolder or VAR to be in violation of any applicable laws or regulations.

5.2    VAR will be solely responsible for the operation and management of VAR's business, and will obtain, at its own cost and expense, all the equipment, technology, labor, material, tooling, and facilities necessary to meet its obligations under this Agreement, including the performance of the VAR Support Services, and further including sufficient insurance to meet its indemnification obligations to eFolder.

5.3    VAR Resellers. In the event that a VAR reseller creates a Derivative Work, whether or not in violation of this Agreement, VAR will require such reseller to assign to eFolder all rights, title and interests in and to such Derivative Work. VAR agrees to obtain the signatures of any and all such resellers on any and all further documentation necessary to enable eFolder to record such assignments in the relevant United States and international agencies.

5.4 VAR Customer End User License Agreement. VAR will sub-license any Software contained or integrated in VAR Products to Customers subject to the terms of this Agreement or a written VAR

Customer End User License Agreement containing terms substantially similar to this Agreement, specifically including the Software as a covered item, and naming eFolder as a third party beneficiary thereof. VAR will be solely responsible and Liable to eFolder for insuring the compliance of its Customers with such Agreement(s). VAR will only pass through the warranty provided by eFolder, if any. Additional warranties other than that provided by eFolder are the sole responsibility of VAR.

5.5     VAR acknowledges and agrees that, except as otherwise expressly authorized by this Agreement: (i) the foregoing appointment and license grants are conditioned on VAR fulfilling all of its obligations hereunder;    (ii) VAR will not offer for sale and/or sell any Software, directly or through its authorized VAR Resellers, to (a) any Customer whom VAR believes or has reason to believe will use the Software, directly or indirectly, for any purpose other than the internal business purposes of such Customer; or (b) any third party, other than its authorized VAR Resellers, whom VAR believes or has reason to believe will sell the Software after purchase or lease from VAR; (iii) VAR will not separately offer for sale and/or sell or otherwise use the Software standing alone, apart from, or other than in conjunction with, the VAR Products; (iv) VAR will conduct business in a manner that reflects favorably at all times on the Software and the good name, goodwill and reputation of eFolder; (v) VAR will avoid deceptive, misleading or unethical practices that are or might be detrimental to eFolder or the Software; (vi) VAR will make no false or misleading representations with regard to eFolder or the Software, nor make any disparaging or false statements that impugn or would tend to impugn, the reputation and/or good will of either eFolder or the Software; (vii) VAR will not publish or use, or cooperate in the publication or use of, any misleading or deceptive advertising material with regard to eFolder or the Software; and (viii) VAR will make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Software that are inconsistent with the eFolder Documentation.

6.      PAYMENT BY LICENSEE.

This License Agreement is contingent on Licensee's compliance with eFolder's payment requirements, the details of which are set forth on its website. Failure to comply with such requirements will result in the termination of Licensee's access to the Software.

7.      LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

EFOLDER INC PROVIDES THE SOFTWARE TO LICENSEE ON AN "AS IS" BASIS. EXCEPT WHERE AND TO THE EXTENT OTHERWISE EXPRESSLY PROHIBITED BY LAW, EFOLDER MAKES NO WARRANTY, REPRESENTATIONS, OR STATEMENTS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE. EFOLDER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SOFTWARE AND/OR ITS USE AND/OR OPERATION, ALONE OR IN COMBINATION WITH ANY OTHER PRODUCTS OR HARDWARE. UNDER NO CIRCUMSTANCES SHALL EFOLDER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT OR IN TORT, UNDER ANY WARRANTY THEORY, IN NEGLIGENCE OR OTHERWISE, EVEN IF EFOLDER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.    IN NO EVENT SHALL EFOLDER BE

LIABLE FOR ANY DAMAGES, DIRECT OR OTHERWISE, IN EXCESS OF THE AMOUNT PAID TO EFOLDER FOR THE SOFTWARE.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY IN ANY ACTION BROUGHT AGAINST EFOLDER FOR BREACH OF THE FOREGOING WARRANTIES.

This Section shall survive the expiration or termination of this Agreement.

8.      CONFIDENTIALITY

8.1      Each Party agrees not to disclose any Confidential Information provided to it by the other Party and to maintain such Confidential Information in strictest confidence, to take all reasonable precautions to prevent its unauthorized dissemination and to refrain from sharing any or all of the information with any third party for any reason whatsoever except as required by court order, both during and after the termination of this Agreement. Without limiting the scope of this duty, each Party agrees to limit its internal distribution of the other Party's Confidential Information only on a "need to know" basis and solely in connection with the performance of this Agreement, and to take steps to ensure that the dissemination is so limited. Each Party agrees not to use the other Party's Confidential Information for its own benefit or for the benefit of anyone other than the providing Party. All Confidential Information remains the property of the providing Party and no license or other rights in the provided Confidential Information is granted hereby. Upon written request of the providing Party, or upon the expiration or other termination of this Agreement for any reason whatsoever, the recipient Party agrees to return to the providing Party all such provided Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof.

8.2 The provisions of this Section shall survive the expiration or other termination of this Agreement for as long as the information in issue remains within the definition of Confidential Information.

9.      INDEMNIFICATION

9.1    Licensee agrees to defend, indemnify and hold harmless eFolder against any loss, liability, damage, cost or expense including reasonable legal fees arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against eFolder by reason of or arising from: (i) any breach of any term, condition, obligation, representation, or warranty of this Agreement by Licensee; (ii) any negligent act, omission, failure, or intentional or willful misconduct of Licensee in the performance or failure of performance of this Agreement;    or (iii) any allegation of Intellectual Property infringement or unfair competition, where such claim or suit is based upon the combination, operation, or use of the Software with VAR Products, or third party software or hardware. Licensee shall have sole control over the selection of counsel and the defense of any claim or any settlement thereof. eFolder shall provide Licensee with its reasonable assistance in the defense of such claim, at the expense of Licensee. In no event may Licensee enter into any third party settlement agreements which would in any manner whatsoever affect the right of, or bind, eFolder in any manner to said third party without the prior written consent of eFolder.

9.2 The provisions of this Section shall survive the expiration or other termination of this Agreement.

10.     TERM AND TERMINATION

10.1    Term. This Agreement shall commence on the Effective Date and continue unless and until terminated in accordance with this Section.

10.2    Termination of VAR For Cause by eFolder. Without prejudice to any rights which eFolder may have under this Agreement or in law, equity or otherwise, this Agreement shall terminate

i. automatically and without further notice (a) in the event VAR is in breach of Section 2, 4, 5 or 8 of this Agreement or (b)    as of the date VAR makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent or ceases to do business;

ii. On thirty (30) days prior written notice in the event of breach by VAR of any other provision, obligation, warranty or representation of this Agreement and such breach is not cured within the thirty (30) day period.

10.3    Termination of End User For Cause by eFolder.    Without prejudice to any rights which eFolder may have under this Agreement or in law, equity or otherwise, this Agreement shall terminate

i.    automatically and without further notice (a) in the event End User is in breach of Section 3, 4, or 8 of this Agreement or (b) as of the date End User makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent or ceases to do business;

ii.    On thirty (30) days prior written notice in the event of breach by End User of any other provision, obligation, warranty or representation of this Agreement and such breach is not cured within the thirty (30) day period.

10.4    Termination By Licensee. Licensee can terminate this Agreement at any time by notifying eFolder that it wishes to cancel this Agreement.

10.5     Effect of Termination. On termination of this Agreement for any reason, all rights granted by eFolder to Licensee hereunder shall automatically and completely revert to eFolder on the effective date of Termination, and Licensee's access to the Software will be disabled.

10.6    The provisions of this paragraph shall survive the termination of this Agreement.

11.     GENERAL

11.1    Independent Contractor. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties.    Neither Party shall have any right to

obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. Each Party is an independent contractor not affiliated with the other Party, and shall retain its independent status throughout this Agreement and use its own discretion in its performance thereof. No employment relationship is created by this Agreement.

11.2    Assignment.    Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of eFolder. Any assignment in violation of this provision is void and a Material Breach of this Agreement.

11.3    Notice.   Any notice given by either Party to the other Party shall be in the English language and shall be sent by courier, mail, electronic mail or electronic transmission (facsimile) confirmed by mail to the other Party at the address as shall have otherwise been notified to the other Party.    Notices shall be deemed delivered on confirmed receipt.

11.4    Force Majeure. Neither Party will be deemed in default or breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act that is beyond the reasonable control of either Party, provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to continue to so perform or cure. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure, but in no event more than thirty (30) days.

11.5 Severability.    If any part of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part of provision of this Agreement, which shall remain in full force and effect.

11.6 Governing Law. The construction and meaning of the terms and provisions of this Agreement shall be interpreted exclusively in accordance with the laws of Commonwealth of Massachusetts, without regard to its conflict of laws statute.

11.7 Mediation and Arbitration. Except as otherwise stated herein, and specifically with the exception of relief to which eFolder may be entitled pursuant to Section 11.8 below, on the written notice of either party requesting application of this Section 11.7, all claims and disputes arising out of or relating to this Agreement shall be resolved according to the following procedure:

Mediation. All such disputes shall be submitted to mediation in the City of Boston, County of Suffolk, Commonwealth of Massachusetts by a mediator to be selected by agreement of the parties.    In the event the parties cannot agree on a mediator within fifteen (15) days of the receipt by either of written notice of the other requesting application of this Section, then each party shall designate a party within fifteen (15) days thereof by written notice to the other. Within fifteen (15) days thereof, the two parties selected shall agree upon and jointly designate a mediator for mediation of the dispute. The mediation shall continue from time to time until the dispute is resolved or the mediator has made a determination in writing that the dispute cannot be resolved through mediation and arbitration is required, provided

that mediation may be terminated by either party upon fifteen (15) days notice given at any time on or after the sixty-first (61st) day after notice requesting application of this Section 11.7.

Arbitration. Upon (i) a written determination by the mediator that the dispute cannot be resolved through mediation or termination of the mediation by either party pursuant to    Section 11.7, and (ii) written request within ten (10) days thereafter by either party, the dispute shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") before an arbitrator to be selected by the parties. If the parties cannot agree upon an arbitrator within ten (10) days of one party's notice to the other party invoking the right to arbitrate, then each party shall designate a party within fifteen (15) days thereof by written notice to the other. Within fifteen (15) days thereafter, the two parties selected shall agree upon and jointly designate an arbitrator of the dispute who has significant experience in arbitrating matters similar to the subject matter disputed under this Agreement. The arbitration shall be conducted in the City of Boston, County of Suffolk, Commonwealth of Massachusetts.    The organizational meeting among the arbitrator and the parties shall take place not less than ten (10) and not more than thirty (30) days after the arbitrator has been designated. The arbitration shall be concluded as soon as reasonably possible, and the arbitrator shall make a written determination of the dispute within fifteen (15) days after the completion of the arbitration hearing. The prevailing party in any such arbitration shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses and other costs and expenses incurred in connection with such arbitration, unless the arbitrator, for good cause, determines otherwise. Costs and fees of the arbitrator shall be borne equally by the parties. The arbitrator's adjudication shall be final and fully binding upon the parties and enforceable in any court having jurisdiction thereof.

11.8    Injunctive Relief. Licensee agrees and acknowledges and that any breach or threatened breach of this Agreement by Licensee, in whole or in part, that is likely to result in diminution, loss, damage, or other detriment to the value, goodwill, or reputation of eFolder, the Software, eFolder Confidential Information, and/or eFolder Intellectual Property, will result in irreparable and continuing injury to eFolder which is not adequately compensable in monetary damages or at law. Accordingly, Licensee agrees that eFolder shall be entitled to entry of a preliminary and permanent injunction by any court of competent jurisdiction and other equitable relief against such breach or threatened breach, and Licensee hereby waives, and agrees to waive, any requirement that eFolder post bond or other security as a precondition to the obtaining of such injunctive or other equitable relief, whether temporary or permanent.

  11.9    No Waiver. The waiver of any provision of this Agreement by either Party, or the failure of either Party to require performance of any provision of this Agreement shall not be construed as a waiver of its rights to insist on performance of that same provision, or any other provision, at some other time.    Any waiver, variation or amendment, or modification, of any term or condition of this Agreement shall be effective only if in writing signed by an authorized representative of both Parties hereto. The waiver by either Party of any right created by this Agreement in one or more instances shall not be construed as a further continuing waiver of such right or any other right created by this Agreement.

11.10 Entire Agreement. The English language version of this Agreement shall be the official text hereof,

despite translations or interpretation of this Agreement in other languages. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and expressly supersedes any prior written or oral understandings or agreements between them with respect to the subject matter hereof.