COMPONENT CONTROL.COM, INC.

1731 KETTNER BLVD., SAN DIEGO, CA 92101

License Agreement

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- 6.3 Effect of Termination. Licensee agrees that immediately upon termination of this Agreement, whether or not Licensee receives notice of such termination, the License shall be immediately terminated and Licensee shall not have any further rights to use the Software. Upon a termination, Licensee shall immediately return all copies of the Software to Licensor and certify that no additional copies were made. Licensee further agrees that in the event of termination through its default, all fees or charges due for the remaining term of this Agreement shall immediately become due and payable. Upon termination of the licensee granted hereunder, Licensor's obligations to Licensee shall cease.
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- 7.1 Relationship of Parties. The relationship between Licensor and you is only that of a licensor and licensee. Neither party is the agent or legal representative of the other party, and neither party has the right or authority to bind the other party in any way. This Agreement creates no relationship as partners or a joint venture, and creates no pooling arrangement.
- 7.2 Notices. Unless otherwise provided in this Agreement, any notice required or permitted by this Agreement to be given to either party shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, certified mail, postage prepaid and addressed to Licensee at the address it has provided Licensor, or to Licenser at 1731 Kettner Blvd, San Diego, Ca. 92101.
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- 7.4 Amendments. This Agreement shall be modified only by a written agreement duly executed by Licensor and Licensee.
- 7.5 Waiver. The failure of either party to enforce any of its rights hereunder or at law shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such failure or waiver is in writing.
- 7.6 Attorneys' Fee. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in addition to any other relief to which it is entitled.
- 7.7 Severability. If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of applicable law. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of California, without application of its conflicts or choice of law rules. This Agreement shall be deemed to be performed in San Diego, California. Both parties irrevocably submit to the jurisdiction of the state or federal courts located in San Diego, California, for any action or proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction or venue of the courts in San Diego, California.
- 7.8 Entire Agreement. This Agreement constitutes the entire agreements between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof.
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