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Customer agrees to indemnify, hold harmless and defend Suddath, its affiliates, subsidiaries, or other related entities and its and their officers, directors, stockholders, attorneys, agents, servants, employees, representatives, predecessors and successors in interest, at Suddath’s expense, for any Claim brought by a third party arising from or related to Customer’s use of the Software in violation of these Terms and to pay all damages and reasonable costs associated with such Claim.

**EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES:** In no event shall Suddath be liable for any special, incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty including of good faith, fair dealing or reasonable care, negligence, and for any other pecuniary or other losses whatsoever) arising out of or in any way related to the use of the Software, the provision of or failure to provide support or other services or information, Software and related content through the Software, otherwise arising out of the use of the Software, or otherwise under or in connection with any provision of these Terms, even in the event of the fault, tort (including negligence) misrepresentation, strict liability, breach of contract or breach of warranty of Suddath, and even if Suddath has been advised of the possibility of such damages.

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**EFFECT OF AGREEMENT:** These Terms embody the entire understanding between the parties with respect to the subject matter of these Terms and supersede any and all prior understandings and agreements, oral or written, relating to the Software.

**NOTICES:** Any notice required or permitted hereunder shall be sent registered or certified mail, or by reputable national overnight courier, with delivery evidenced by written confirmation. In the case of Suddath, all notices shall be copied to ATTN: Legal Department, 815 South Main Street, Jacksonville, FL 32207.

**GOVERNING LAW:** These Terms will be governed by and construed under the laws of the state of Florida, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Duval County, Florida will have exclusive jurisdiction over any claim arising out of these Terms and each party consents to the exclusive jurisdiction of such courts. Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of these Terms will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in these Terms are inserted for convenience only and do not constitute a part of these Terms.