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If you have any questions or comments regarding this Agreement or the Softrehab Software, please email Softrehab at info@softrehab.com.

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10. Indemnification.

You hereby agree to release, indemnify, defend and hold harmless Design Chateau, Inc. (THE DEVELOPERS OF SOFTREHAB SOFTWARE), its parents, shareholders, subsidiaries, affiliates, officers, directors, employees, agents and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorneys' fees and costs (whether brought by third parties or otherwise) relating to or arising from your use, installation or download of the Softrehab Software or your breach of this Agreement. DESIGN CHATEAU, INC. (THE DEVELOPERS OF SOFTREHAB SOFTWARE), reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

11. Notice to Government End Users.

The Softrehab Software (and any of its associated documentation) is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, such Commercial Computer Software and Commercial Computer Software Documentation are being licensed to any U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other Authorized Users pursuant to the terms and conditions of this Agreement.

12. General Provisions.

This Agreement shall be governed exclusively by, and construed in accordance with United States federal laws and the laws of the State of Florida, without reference to any conflict of laws principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court in Broward County, Florida and the parties hereby expressly waive all venue, jurisdiction and choice of law challenges or defenses. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, including, but not limited to, any of the warranty disclaimers or liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in full force and effect. If no enforceable provision can be substituted for any such invalid or unenforceable provision, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions in this Agreement. This Agreement will be binding upon and will inure to the benefit DESIGN CHATEAU, INC. (THE DEVELOPERS OF SOFTREHAB SOFTWARE) and its successors and assigns.

BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND (3) YOUR OBLIGATIONS UNDER THIS AGREEMENT ARE BINDING AND ENFORCEABLE.