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17) <u>Remedies Upon Breach</u>. In the event you breach this EULA, WISE Software Solutions may terminate your license immediately and shall be entitled to pursue all remedies available to it under the laws of the State of Oregon and applicable laws of the United States. In addition, you agree that in the event you breach any of the covenants contained in paragraphs 1 through 4 of this EULA, such a breach will result in irreparable and continuing damage to WISE Software Solutions in an amount which is not readily ascertainable and for which there will be no adequate remedy at law. In the event of any breach of such covenants, WISE Software Solutions shall be entitled to seek injunctive relief and such other and further relief, including damages, as may be provided by law.

18) <u>Attorneys' Fees</u>. If either party breaches any term of this EULA, then the other party shall be entitled to recover all expenses of whatever form or nature, costs and attorneys' fees reasonably incurred to enforce the terms of this EULA, including such costs or fees as may be awarded in arbitration or by a court at trial or on appeal. In addition, in the event either party to this EULA becomes a debtor subject to the United States Bankruptcy Code, the non-debtor party shall be entitled to recover any expenses, costs and fees, including attorneys' fees, incurred in connection with enforcing its rights against the debtor party, whether those rights arise under this contract or involve matters arising solely under the Bankruptcy Code.

19) <u>Non-Waiver</u>. The failure or delay of any party to require performance of, or to otherwise enforce, any condition or other provision of this EULA shall not waive or otherwise limit that party's right to enforce, or pursue remedies for the breach of, any such provision or condition. Any waiver by any party of any particular condition or provision of this EULA, including this non-waiver provision, shall not constitute a waiver or limitation on that party's right to enforce performance of, or pursue remedies for the breach of, any other condition or provision of this EULA.

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22) <u>Jurisdiction, Venue</u>. The parties agree that any suit, action or arbitration proceeding arising out of or relating to this EULA shall be brought in Multnomah County, Oregon, and the parties expressly consent to the personal jurisdiction over them of any state or federal court in Multnomah County, Oregon.

23) <u>Paragraph Headings</u>. All paragraph headings in this EULA appear for convenience of reference, and shall not affect the meaning or interpretation of the EULA.

24) <u>Amendments</u>. This EULA may be amended or modified only by a written instrument executed by the parties which expressly states the intent of the parties to modify or amend this EULA.

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