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(C) the provision of the Software to you by Tatsoft is, in Tatsoft's sole opinion, no longer commercially viable.

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10.2. You understand and agree that if you use the Software after the date on which the Terms of Use have changed, Tatsoft will treat your use of the Software as acceptance of the updated Terms of Use.

11. COMPLIANCE WITH EXPORT LAWS

You will comply with all laws, rules, and regulations (i) applicable to the export or import of the Software, or (ii) restricting the Use of the Software, including any restrictions on nuclear, chemical, or biological weapons proliferation.

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You agree that Tatsoft may provide you with notices, including those regarding changes to the Terms of Use, by e-mail or by regular mail, or postings on the Tatsoft company web site.

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You agree that if Tatsoft does not exercise or enforce any legal right or remedy which is contained in this EULA or in the Terms of Use (or which Tatsoft has the benefit of under any applicable law), this will not be taken to be a formal waiver of Tatsoft's rights and that those rights or remedies will still be available to Tatsoft.

14.4. Partial Invalidity

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this EULA or of the Terms of Use is invalid, then that provision will be removed without affecting the rest of the EULA or the Terms of Use. The remaining provisions will continue to be valid and enforceable.

14.5. Anticipated Beneficiaries

You acknowledge and agree that each member of the group of companies of which Tatsoft is the parent shall be third party beneficiaries to this EULA and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this EULA which confers a benefit on (or rights in favor of) them. Other than this, only authorized Tatsoft distributors may be third party beneficiaries to the EULA if a specific written authorization from Tatsoft is provided to the distributor to act on its behalf on enforcing a Tatsoft right.

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Jurisdiction/Venue; Arbitration. This EULA shall be governed by the laws of the State of Delaware, United States without regard to its conflict of laws provisions. You and Tatsoft agree to submit any disputes pertaining to the application or interpretation of this EULA or the Terms of Use to binding commercial arbitration pursuant to the then-current single-arbitrator rules of the American Arbitration Association in Delaware. The decision of the sole arbitrator may be enforced in any court of competent jurisdiction; provided, however, that if you default on payment of any obligation pertaining to your license of the Software, Tatsoft shall be free to pursue collection of those sums in any court of competent jurisdiction without need to resort to the sole arbitration proceeding set forth herein. Notwithstanding the arbitration requirement, you agree that Tatsoft shall still be allowed to apply for injunctive remedies without need to post bond as a condition of receiving such relief (or an equivalent type of urgent legal relief) in any jurisdiction and that there is no adequate remedy available at law to Tatsoft.

IN WITNESS WHEREOF, by selecting the Agree box both the parties have entered into this EULA as of the Effective Date of being approved.