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12. GENERAL

- a. **No Agency.** The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture.
- b. **Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, and governmental restrictions.
- c. **Severability.** In the event that any of the provisions of this **EULA** are held to be unenforceable by a court or arbitrator, the remaining portions of the Agreement will remain in full force and effect.

13. ENTIRE AGREEMENT. This **EULA** (including any addendum or amendment to this **EULA** which is included with the Subscription Product) is the entire agreement between **Customer** and Simplified Software Development, L.L.C. relating to the Subscription Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Subscription Product or any other subject matter covered by this **EULA**. To the extent the terms of any Simplified Software Development, L.L.C. policies or programs for support services conflict with the terms of this **EULA**, the terms of this **EULA** shall control.

14. APPLICABLE LAW; VENUE. *Any disputes arising out of this **EULA** or associated License Agreement shall be governed by Florida Law, and the proper venue shall be the Circuit Court in and for Pinellas County, Florida, or the United States District Court for the Middle District of Florida.*