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7. **INDEMNIFICATION**. You will indemnify, defend and hold harmless FLOMIO and its employees, directors, representatives and agents ("Indemnified Parties") for all losses, damages and all reasonable expenses and costs, including reasonable attorneys' fees, incurred by them in any third party claim, suit or proceeding based upon use or distribution of the Developer Programs or upon your breach of your obligations under this Agreement; provided that the Indemnified Parties give you written notice of any such claim, suit or proceeding within a reasonable time and control of the defense thereof.

8. **SUPPORT**. Please refer to FLOMIO's website at www.flomio.com for the current terms of any support FLOMIO elects to make available. In the event that FLOMIO elects to provide upgrades to the Software in connection with any such support, such upgrades shall be included within the definition of Software and shall be provided subject to the rights and restrictions set forth in this Agreement. You shall, at it your own expense, be solely responsible for providing technical support and training to your customers for Developer Programs and/or Software, and FLOMIO shall have no obligation with respect thereto. You shall be solely responsible for, and FLOMIO shall have no obligation to honor, any warranties that you provide to your customers or to end users with respect to the Software, derivative works, or Developer Programs. You shall defend any claim against FLOMIO arising in connection with any such warranties, express, implied, statutory, or otherwise, and shall pay any settlements or damages awarded against FLOMIO that are based on any such warranties.

9. **CONFIDENTIALITY**. The Software and Documentation contain proprietary and confidential technology and information of FLOMIO. Accordingly, you must limit access to the Software and Documentation to those of your employees who need to use the Software and Documentation for purposes permitted hereunder and who have been clearly informed of their obligation to maintain the confidentiality

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11. **MISCELLANEOUS**. The laws of the state of Florida govern this Agreement. Exclusive jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof shall be in a federal or state court of competent jurisdiction located in the State of Florida, Miami-Dade County. This Agreement inure to the benefit of FLOMIO, its successors, administrators, heirs and assigns. Any breach of this Agreement would cause irreparable injury to FLOMIO for which no adequate remedy at law exists. Therefore, you agree that equitable remedies, including injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to all other remedies available to FLOMIO. In any action regarding this Agreement, the prevailing party shall be entitled to receive, in addition to any other relief, reasonable attorneys' fees and expenses. If one or more of the provisions contained in this Agreement shall be unenforceable, then such provision shall be considered inoperative to the extent of such enforceability and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree to replace any

such invalid or unenforceable provision with a new provision that has the most nearly similar permissible economic or other effect. You may not assign, delegate or otherwise transfer, whether by agreement, operation of law or otherwise, any right or obligation hereunder without the express prior written consent of FLOMIO, and any attempted assignment, delegation or transfer without such consent shall be void. This Agreement supersedes all prior or contemporaneous proposals, representations, warranties, promises and other communications, whether oral or written, relating to the Software and Documentation. This Agreement may not be amended or modified, except by a written document signed by an authorized representative of each party. Any term or condition in any purchase order or other document you may submit to FLOMIO will have no legal effect.

12. **ACKNOWLEDGMENT**. You acknowledge that you have read this Agreement, understand it, and agree to its terms and conditions. You also agree that this Agreement covers any merged or partial copies of the Software and is the complete and exclusive Agreement between the parties and supersedes all related proposals, communications or prior agreements, oral or written, including, without limitation, any conflicting terms in any end user license agreement present in the Software provided hereunder.

Signed: _____

Name: _____

Date: _____