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8.2. Indemnification by Client. Client shall indemnify and hold eDOC, its officers, employees, and agents harmless against any losses, claims, damages, judgments, liabilities or expenses (including reasonable counsel fees and expenses) resulting from action taken or permitted by eDOC in good faith with due care and without negligence in reliance upon instructions or orders received from Client as to anything arising in connection with its performance under this Agreement. eDOC shall be without liability to Client with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct on its part.

8.2. Indemnification by eDOC. eDOC shall indemnify, defend and hold Client harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including attorney's fees, directly or indirectly resulting from any claimed infringement or violation of any copyright, patent or other intellectual property right with respect to the Software, so long as (1) the Software is used in accordance with the documentation and specifications provided by the eDOC; (2) Client has adhered to its obligations under this Agreement; (3) Client promptly informs eDOC in writing of any such claim, demand, action or suit; (4) eDOC is given control over the defense thereof and Client cooperates in the defense at eDOC's expense; and (5) Client will not agree to the settlement of any such claim, demand, action or suit prior to a final judgment thereon without the consent of eDOC, at eDOC's sole discretion. Following notice of a claim or a threat of actual suit, eDOC may at its discretion: (a) procure for Client the right to continue to use the Software at no additional expense to Client; or (b) provide Client with a non-infringing version of the Programs; or (c) if (a) or (b), in eDOC's sole discretion are not feasible, notify Client that the Software is being withdrawn from the market and immediately terminate this Agreement.

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11. DISPUTE RESOLUTION AND ARBITRATION

11.1 Dispute Resolution. eDOC and Client agree to use their best efforts to resolve disputes informally and amicably. If, after negotiating for thirty (30) days or for some longer period if the parties agree, no resolution of a dispute is reached, eDOC and Client will submit the dispute to binding arbitration in Salt Lake City, Utah pursuant to the Utah Uniform Arbitration Act and the procedures set forth in Section 11.2.

11.2 Arbitration. All disputes that cannot be resolved pursuant to the internal issue resolution process identified above, will be submitted to and settled by final and binding arbitration. Any dispute which cannot be resolved as set forth above, will be resolved by final and binding arbitration in Salt Lake City, Utah by a mutually agreed upon arbitrator in accordance with and subject to the Utah Uniform Arbitration Act then in effect. Following notice of a party's election to require arbitration, each party will within thirty (30) days agree to and select a neutral arbitrator, pursuant to UCA 78-31a-112(2). If the parties are unable to agree on an arbitrator within thirty (30) days, the court will select such arbitrator, pursuant to UCA 78-31a-112(1).



Judgment upon the award rendered in any such arbitration may be confirmed in any court of competent jurisdiction, pursuant to UCAA 78-31a-123. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of such arbitration. The Arbitrator may award the prevailing party reasonable costs including but not limited to reasonable attorney's fees.

12. General

12.1. Governing Law. This License Agreement shall be construed, interpreted and governed by the laws of the State of Utah without regard to conflicts of law provisions thereof. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof shall be only in the Federal or State court with competent jurisdiction located in Salt Lake City, Utah.

12.2. Entire Agreement. This License Agreement shall constitute the entire Agreement between the parties hereto. Any waiver or modification of this License Agreement shall only be effective if it is in writing and signed by both parties hereto.

12.3. Severability. If any part of this License Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this License Agreement shall be interpreted so as to reasonably effect the intention of the parties.

12.4. Force Majeure. eDOC will be excused from performance hereunder due to delays occurring by reason of circumstances beyond its reasonable control, including but not limited to acts of God, failures, fluctuations or unavailability of electrical power, heat, light, air conditioning or telecommunication equipment. The performance times for any services hereunder shall be considered extended for a period of time equal to the time lost due to such delay.

12.5. Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

12.6. Survival. All provisions of this Agreement relating to copyright, restrictions, arbitration, confidentiality, ownership, disclaimer of warranty and limitation of liability shall survive the expiration or sooner termination hereof.