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e. You shall, as requested by Licensor, give Licensor written notice of all your personnel who have been accorded access to the Software Application in the course of their employment by you.

f. At the request and expense of Licensor, you shall use reasonable efforts to assist Licensor in identifying any use, copying, or disclosure of any portion of the Software Application by any present or former personnel of yours in any manner that is contrary to the provisions of this EULA, so long as Licensor shall have provided you with information reasonably justifying the conclusion of Licensor that such contrary usage may have occurred.

g. You acknowledge that, in the event of your breach of any of the foregoing provisions, Licensor will not have an adequate remedy in money or damages. Licensor shall

therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting a bond and proving the inadequacy of monetary damages and be entitled to reimbursement of all costs and expenses incurred in connection therewith. Licensor's right to obtain injunctive relief shall not limit its right to seek further remedies.

h. Without prejudice to any other rights, Licensor may terminate this EULA if you fail to comply with the terms and conditions of this EULA. Any termination of this EULA shall not affect Licensor's rights hereunder. Licensor shall have the right to change or add to the terms of its EULA at any time provided that it is not Licensor's intent that such change substantially affect the license rights granted to you in Section 2 and for which consideration was paid by you, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software Application or Support Services upon notice by any means Licensor determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Software Application.

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6. Submissions. Should you decide to transmit to Licensor's website by any means or by any media any materials or other information (including, without limitation, ideas, concepts or techniques for new or improved services and products), whether as information, feedback, data, questions, comments, suggestions or the like, you agree such submissions are unrestricted and shall be deemed non-confidential and you automatically grant Licensor and its assigns a nonexclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use the submissions you provide to Licensor in any way, including in future modifications of the Software Application, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant Licensor a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute and display the submissions in any manner and for any purpose.

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All the warranties or guarantees given or made by Licensor with respect to the Software Application and Support Services (i) are solely for the benefit of you as the licensee of the Software Application and are not transferable, and (ii) shall be null and void if you breach any term or condition of this EULA.

e. The cumulative liability of Licensor to you for all claims relating to the Software Application, the Support Services and this EULA, including any cause of action sounding in contract, tort, product or strict liability, shall not exceed the total amount of fees paid by you for the Software Application or the Support Services, as applicable, to the Licensor during the license term immediately preceding the date on which such claim relating to the Software Application, the Support Services or this EULA accrued. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. This limitation of liability is intended to apply without regard to whether other provisions of this EULA have been breached or have proven ineffective. Licensor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions.

f. To the maximum extent permitted by law, in no event shall Licensor be liable for any loss of profits or revenues, loss of business, loss or interruption of use, lost or damaged data, reports, documentation or security, viruses, spyware or similar economic loss, use of the Software Application with hardware or other software that does not meet Licensor's system requirements; any indirect, incidental, special, exemplary, or consequential damages; or any claims or demands brought against you, even if Licensor has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this EULA have been breached or have proven ineffective. No action, regardless of form, arising out of or in connection with this EULA may be brought by you more than one (1) year after the first to occur of (i) the termination or expiration of this EULA or (ii) the event giving rise to such cause of action.

g. You may have additional rights under certain laws (e.g., consumer laws) that do

not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, our exclusions or limitations do not apply to you.

8. Term and Termination.

a. The term of this EULA shall be as such set forth in the software license agreement or customer orders executed by you and (i) the Licensor or (ii) its authorized suppliers or resellers relating to this Software Application.

b. Unless otherwise stated in the Software License Agreement or Customer Order, Licensor, at its option, may terminate the Customer's license to the Software Application if you commit a substantial breach of this EULA and fail to cure the breach as quickly as Licensor reasonably requires.

c. Upon termination of this EULA, regardless of the reason, you shall immediately cease use of the Software Application, destroy or delete all complete and partial copies of the Software Application, including backup copies, and follow Licensor's instructions for the return or destruction of all remaining copies of the Software Application and related documentation. You agree to certify your compliance with the foregoing requirement upon Licensor's request.

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11. Miscellaneous.

a. Licensor may refer to you in advertising or publicity only in accordance with your requirements.

b. Except as expressly stated herein, the terms and conditions of this EULA and any Customer Order may not be amended, waived or modified, except in writing signed by the party to be charged therewith.

c. No failure or delay of either party to exercise any rights or remedies under this

EULA or any Customer Order shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.

d. If any provisions of this EULA or any Software License Agreement or Customer Order is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this EULA and such Software License Agreement or Customer Order, and the application of such provisions in any other circumstances, and in any other jurisdiction, shall not be affected thereby.

e. The terms and conditions of this EULA, as applied to and incorporated in each separate Software License Agreement or Customer Order, shall be construed to be a separate contract for each separate Software License Agreement or Customer Order.

f. In the event of any conflict between this EULA and a Software License Agreement or Customer Order, the terms of this EULA shall control unless the conflict is expressly noted in the applicable Software License Agreement or Customer Order and the Software License Agreement or Customer Order provides to the contrary.

g. All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by certified or registered mail (return receipt), confirmed fax or e-mail transmission to the addresses set forth as follows, or such other address as is provided by notice as set forth herein:

If to Licensor: BiostatHaven Inc.
120 Truesdale Dr.
Croton-on-Hudson, NY 10520
info@STOPPsmart.com
Attn: General Counsel
Fax:[_____]
E-mail:[_____]

If to you to the address as indicated in the related software license agreement or Customer Order.

Notices shall be deemed effective upon receipt or, if delivery is not effected by reason of some fault of the addressee, when tendered.

h. This EULA shall be governed by New York law as applied to agreements entered into and to be performed entirely within the State of New York, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The United Nations Convention on contracts for the International Sale of Goods does not apply to this EULA. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in New York County, New York, or the federal court for the Southern District of New York. This EULA does not limit any rights that Licensor may have under trade secret, copyright, patent, or other laws. A copy of this EULA is accessible from the "Help" section in the computer software.

i. Applicable provisions of this EULA shall survive following termination of this EULA as necessary to give effect thereto.

j. If any action is brought by either party to this EULA against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation. The "prevailing

party” means the party determined by the court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

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