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1. **Waiver of Injunctive Relief:** In the event Licensee is in breach of any provision of this Agreement, you specifically acknowledge and agree that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief. Your rights and remedies in any such event shall be strictly limited to the right to recover direct damages (if any) in an action at law.

1. **Assignment:** Licensee shall have the right to transfer or assign its rights under this Agreement, all or in part, to any of its subsidiaries, affiliates or divisions, or to any successor entity or other party acquiring all or substantially all of the business or assets of Licensee to which this Agreement relates, or into which Licensee is merged or consolidated.

1. **Confidentiality:** The terms of this Agreement are confidential to Licensee. You shall hold the Agreement in strict confidence and not disclose to anyone the terms hereof.

1. **Relationship of the Parties:** At no time past, present or future shall the relationship of the parties herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, joint venture, or a collaboration of the purposes of sharing any profits or ownership in common. Neither party shall have the rights, power or authority at any time to act on

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1. **Unenforceability:** If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

1. **Governing Law and Choice of Forum:** This Agreement shall be governed by and construed in accordance with the laws of **United States**, without regard to its conflict of laws provisions. The parties agree that any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of **the United States**.

1. **Entire Agreement:** This Agreement contains the entire agreement of the parties hereto relating to the subject matter of this Agreement and supersedes all prior to contemporaneous agreements and understandings. No waiver of either party of any breach by the other party of any representation, warranty, covenant or obligation set forth herein shall be regarded as a waiver of any breach of any other representation, warranty, covenant or obligation. This Agreement shall not be modified or amended except in writing signed by each of the parties hereto that identifies itself as an amendment to this Agreement.

1. **Counterpart Execution; Facsimile Execution:** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document and may be executed by any party by delivery of a facsimile signature, by email in portable document format (pdf), or similar electronic image-based format (collectively, "Facsimile") and such Facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or Facsimile executions or a combination, shall be construed together and shall constitute one and the same agreement.

1. **Further Assurances:** You agree to perform all acts and sign all documents as requested by Licensee from time to time to enable Licensee to realize and enjoy the full benefits of this Agreement.

*I, the Creator, have the full right and legal capacity to sign this Agreement. I have read this Agreement and I understand its contents. This Agreement is executed on my behalf and on behalf of my heirs, executors, representatives, successors, and assigns and shall be binding upon each and all of them in perpetuity.*

Agreed and Accepted:

"Creator":

Name:

Address:

Email/Phone:

Date:

Signature:

“Licensee”:

By:

Its

Date:

Signature:

**Exhibit A**

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