Software License Agreement[Note1]

THIS AGREEMENT between Name of Party Granting License (Licensor) ("Licensor"), of Address of Party Granting License (Licensor) and Name of Party Receiving License (Licensee) ("Licensee"), of Address of Party Receiving License (Licensee) ("Licensee").

WHEREAS:

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NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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12. No Implied Waiver. No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by Licensor.

13. Conflict of Documents. Any conflict between the terms of this Agreement and any purchase order or other document in relation to the license granted hereby shall be resolved in favour of the terms of this Agreement.

14. Equitable Relief. Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of State of Licensor (ie. Washington).

16. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties relating to the Software and Related Materials. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

17. SeverabilityIf any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.

18. Execution. This Agreement has been executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

NAME OF LICENSOR

Per:

Name:

Title:

NAME OF LICENSEE

Per:

Name:

Title:

Schedule "A"

Description of Software:

Description of Software

Site:

Site

[Note1]Software License Agreement (Fixed Term License).

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