MACH1

END USER LICENSE AGREEMENT

BACKGROUND

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8.1. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all previous agreements or representations (written and oral) between the parties regarding its subject matter.
8.2. Unenforceability. LICENSOR may terminate this Agreement on written notice to LICENSEE if any of its provisions is found by a court of competent jurisdiction or other valid tribunal to be invalid or unenforceable.
8.3. Modification and Waiver. This Agreement will not be deemed modified by any course of dealing, any act or failure to act on the part of LICENSOR, or by LICENSOR's failure to object to any of LICENSEE's acts or omissions which may violate the terms of this Agreement. No failure to object to any event of default in one instance will constitute a waiver or license to commit or continue events of default in other or like instances.
8.4. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested or delivered by a national overnight express service, to, in the case of LICENSOR, the address listed above, or if to LICENSEE, and address provided. If LICENSEE only provides an e-mail address, LICENSOR may provide any notice required only to such e-mail address, and LICENSEE agrees that such notice is effective. Either party may change the address to which notice is to be sent by written notice to the other party pursuant to the provisions of this paragraph.
8.5. Jurisdiction, Venue and Governing Law. This License shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any choice of laws principles. Any legal action, suit or proceeding arising out of or related to this License or the transactions contemplated hereunder shall be instituted exclusively in a court of competent jurisdiction, federal or state, located within the Borough of Manhattan, City of New York, State of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Both parties hereto waive their right to trial by jury in connection with any proceedings arising out of this Agreement.
8.6. Attorneys' Fees. In any action to resolve a dispute under this Agreement, the prevailing party will be entitled to recover from the other party all costs and expenses incurred in that action and any appeal therefrom, including but not limited to court or arbitration costs and fees, all reasonable attorneys' fees, and other related costs.
8.7. Assignment and Sublicensing. The licenses granted to LICENSEE hereunder are personal to LICENSEE and may not be assigned, sublicensed or otherwise transferred. Any assignment shall be void and automatically terminate this Agreement.
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8.8. Limitation of Authority. Other than as provided for herein, neither party is the agent or representative of the other, and neither has authority to assume obligations or make representations on behalf of the other.

8.9. Licensee shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.