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## 5. Termination.

5.1 *Termination*. Either party may terminate this Agreement for material breach by written notice, effective in 30 days unless the other party first cures such breach; provided no advanced notice is required to terminate for Licensee's breach of any provision of Section 1.1 or 1.2 above.

5.2 *Effect of Termination*. Upon termination of this Agreement, the license granted in Section 1.1 above will terminate and Licensee will cease all use of the Sideview Software and delete all copies in its possession or control. The following provisions will survive termination of this Agreement: Sections 1.2, 2, 3, 4, 5 & 6.

## 6. Miscellaneous

6.1 *Notices*. Notices pursuant to this Agreement will be sent: (a) to Sideview at info@sideviewapps.com; and (b) to Licensee at the points of contact provided on the Order Form.

6.2 *Independent Contractors*. The parties are independent contractors and will so represent themselves in all regards.

6.3 *Interpretation*. This Agreement will be governed solely by the internal laws of the State of California, without reference to any rule or law that would apply the laws of any other jurisdiction to the parties' rights or duties. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of San Francisco, California. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any

statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement. To the extent caused by *force majeure*, no delay, failure, or default will constitute a breach of this Agreement. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

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6.6 *Entire Agreement*. This Agreement along with any additional terms incorporated herein by reference, including the Support Services Exhibit, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

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**Licensee**:                                          **Sideview, LLC**


Signed:_____          Signed:_____


Name:_____          Name:_____


Title:_____          Title:_____


Date:_____          Date:_____