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Recitals

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- 7.2 Technical Support.** Licensor may, in its sole discretion, provide Technical Support for the Software for a period of one year from the date of Purchase. After one year, Licensee must enter a maintenance contract to continue Technical Support or must agree to pay Licensor for Technical Support at Licensor's standard rates for consulting services.
- 7.3 Prohibition on Assignment.** Licensee may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized executive officer of Licensor. Any attempt to assign this Agreement by Licensee shall be null and void. Furthermore, for the purposes of this Agreement the acquisition of an equity interest in Licensee of greater than 25 percent by any third party shall be considered an "assignment."
- 7.4 Remedies.** Upon Licensee's breach of this Agreement, Licensor shall be entitled to any of the following rights and remedies: (a) right to terminate the Agreement, as specified under Section 3.3, (b) right to seek to recover damages from Licensee, and (c) right to exercise a self-help remedy, by disabling Software. Licensee agrees that Licensee's breach of Sections 2.4, 2.5, 2.6, 2.7, 2.8, and 2.9 might cause Licensor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Licensor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 7.5 Governing Law and Venue.** The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. The parties hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in Oregon for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement may not be enforced in or by any of the above-named courts.
- 7.6 Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement or any order on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.
- 7.7 Good Faith and Fair Dealing.** Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.
- 7.8 Legal Fees.** In the event of litigation relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.
- 7.9 Notices.** All notices, demands, or other communications herein provided to be given or that may be given by any party to the other shall be deemed to have been duly given when made in writing and delivered in person, or upon receipt, if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Notices to Licensor:
EasyPower, LLC

Notices to Licensee:

15862 SW 72nd Ave, Suite 100 _____

Portland, OR 97224 _____

Attn: Stan Spencer

Attn: _____

7.10 Severability. If any of the provisions of this Agreement shall be invalid, illegal, or unenforceable under the laws of the jurisdiction where enforcement is sought, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of Licensor and Licensee shall be construed and enforced accordingly.

7.11 Counterparts; Electronic Delivery. This Agreement may be executed and delivered in several counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same Agreement. This Agreement may be delivered via electronic means, including without limitation electronic mail or facsimile.

7.12 Amendment. Licensor may amend this Agreement from time to time by sending a new version to Licensee. Such amendment will become effective 30 days after such notice (unless Licensee first terminates this Agreement pursuant to Section 3.2). Licensee's continued use of the Deliverables after such 30-day notice period will confirm Recipient's consent to such amendment.

7.13 Construction. The parties agree that this Agreement will not be construed in favor of or against either party by reason of authorship.

7.14 Only Agreement. This Agreement is the sole and entire agreement between the parties with respect to the subject matter of this Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the parties. This Agreement expresses the full and final agreement of the parties and incorporates and supersedes all prior and contemporaneous negotiations and agreements. All exhibits to this Agreement and the above recitals are incorporated by this reference

LICENSEE:

Licensee Name: _____

By: _____

Address: _____

(Signature of authorized representative)

City, State, Zip: _____

Name: _____

Telephone: _____

(Print or type name of authorized representative)

Fax: _____

Title:

Email: _____

(Title of authorized representative)