

qUtopic END USER LICENSE AGREEMENT

qUtopic End User License Agreement

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from Licensee.

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(e) commit any act or omission the likely result of which is that qUtopic's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on qUtopic's interests.

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The term of this Agreement begins on the Commencement Date and will continue in full force and effect unless terminated in accordance with Clause 12 below.

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20. Governing Law

This Agreement is governed by the laws of the State of

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21. Attorneys Fees

The prevailing party in any legal action or arbitration relating to this Agreement will be entitled to recover its attorneys' fees and litigation costs and expenses incurred in connection with such action or arbitration as part of the same proceeding.

22. Counterparts/Faxed Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute together one and the same document.

23. No Waiver

The failure of either party hereto to prosecute its rights with respect to a breach hereunder will not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

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