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The only changes permitted to the documents provided would be the redaction of confidential information. Both parties agree to accept the third parties determination regarding the “absence or presence of a violation / breach” as factual and conclusive and not subject to dispute.

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11. Licensee acknowledges and agrees that the business of the Licensor is highly competitive, and that violation of any of the covenants provided for in this Agreement would cause immediate, immeasurable, and irreparable harm, loss and damage to the Licensor not adequately compensable by a monetary award. Accordingly, the Licensee agrees, without limiting any of the other remedies or damages available to the Licensor, that any violation of said covenants, or any of them, may be enjoined or restrained by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued by any court of competent jurisdiction. In the event a court, arbitrator, or mediator decided that violation(s) of this Agreement has/have occurred, the Licensee hereby agrees that the Licensor may elect, in its sole discretion, to have the Licensee pay a penalty of five thousand dollars (\$5000 USD) per report generated regardless of the percentage of report content plus all costs associated with identifying, discovering, pursuing, verifying and / or litigating any violation. Licensee acknowledges and agrees that Licensor need not elect such penalty payment remedy, and may instead seek any other remedy available at law and equity.

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- If any provision of this Agreement or the application of any provision of this Agreement to any party or circumstance shall be prohibited by, or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision, any other provision of this Agreement, or the application of such provision to other parties or circumstances.
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D. Each party asserts and agrees that every contract or agreement held to aggressive legal scrutiny can be breached, minimized or otherwise nullified. Each party is willing to defer to common sense interpretation and application during any dispute resolution process.

E. Each party asserts and agrees that this contract / agreement are flawed. It is and was the intent of the parties to enter into these agreements for the purposes allowing an opportunity for Licensee to benefit from the company's software product. In part the purpose of this agreement is to preserve the companies' confidentiality, confidential information and trade secrets.

F. Each party asserts and agrees that this contract / agreement could have been assembled, refined and made better through independent legal analysis. All parties have elected to forgo that process (and the likely significant additional legal costs) and to depend upon the terms and conditions contained within this document and the common sense, implications contained.

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