

Prostat Connect Utility Software

End User License Agreement

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5. Termination. PROSTAT may terminate this EULA immediately if: (a) you fail to comply with any term or condition under this EULA, other than a breach of Sections 2 or 3, and fail to perform or cure the same within thirty (30) days after receipt of written notice to cure; and/or (b) you fail to comply with any term or condition in Sections 2 or 3 of this EULA.

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9. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL PROSTAT'S AGGREGATE LIABILITY HEREUNDER, BASED ON ANY THEORY OF LIABILITY OR CAUSE OF ACTION, EXCEED **[FIVE HUNDRED DOLLARS.]** NOTWITHSTANDING ANYTHING SET FORTH IN THIS EULA TO THE CONTRARY, IN NO EVENT SHALL PROSTAT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR LOST SAVINGS OR DATA LOSS, EVEN IF PROSTAT HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA, WHETHER IN AN ACTION SOUNDING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

10. Other Provisions. PROSTAT shall not be liable for any delays resulting from circumstances or causes beyond its control, including, without limitation, fire or other casualty, acts of God, acts of terrorism, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. No action, regardless of form, arising under or relating to this EULA, may be brought by you more than one (1) year after the cause of action has accrued. The parties

understand and agree that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. This EULA shall be binding on the parties and their respective permitted successors and assigns. You may not assign this EULA without the written consent of PROSTAT. Whenever under this EULA one party is required or permitted to give notice to the other, such notice shall be in writing and deemed given upon the earlier of (a) delivery; (b) four (4) calendar days after such notice is mailed by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight courier for next business day delivery. Notice to you shall be provided to the addresses set forth **[on your purchase order or other documentation provided to PROSTAT when you purchased the equipment containing the Software].** Notice to PROSTAT shall be provided to: **legal@prostatcorp.com.** This EULA will be governed by the laws of the State of Illinois, without regard to any conflicts of law principles applied in that state. Any suit or proceeding relating to this EULA shall be brought only in Chicago, Illinois. This EULA constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements (including any purchase orders) relating to the subject matter hereof. If any provision of this EULA is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof or thereof not so affected shall be enforced to the full extent permitted by applicable law. No delay or omission by any party in enforcing its rights or remedies under this EULA shall impair such right or remedy or be deemed to be a waiver thereof. No waiver of any right or remedy under this EULA with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. The provisions of Sections 1, 3 and 6 - 10 shall survive the termination or expiration of this EULA for any reason.