

J Street LIMS Software License Agreement for Full System Licenses

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3.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer, or shall have the effect of conferring, benefits, rights, or remedies unto any person other than the parties hereto, and their respective successors and permitted assigns. Licensee covenants not to sue or bring any action against any of J Street’s licensors, employees, officers, or shareholders for any claim arising under or related to this Agreement or the Software licensed hereunder.

3.8 Severability. If any of the provisions of this Agreement are held to be in violation of applicable law, void or unenforceable in any jurisdiction, then such provisions are herewith severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous statements, understandings, representations, agreements, warranties, promises or other communications, written or oral, regarding the same.

3.10 Terms & Agreement Changes. J Street Technology at its sole discretion reserves the right to make periodic changes to this agreement as it deems necessary. Licensee may at any time return to <https://www.JStreetLIMS.com> and review the latest License Agreement document.

3.11 Waiver of Rights under this Agreement. Any waiver of a right or remedy under this Agreement will not constitute a waiver of any other right or remedy, or of the same right or remedy upon any other occasion.

3.12 Dispute Resolution. This Agreement is governed by the law of the State of Washington, without giving effect to conflicts of law principles, and excluding the U.N. Conventions on Contracts for the International Sale of Goods. Licensee hereby expressly agrees that J Street, in addition to any other rights or remedies which J Street may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of this Agreement. Except for such injunctive relief sought by J Street, any controversy or claim between the parties, whether or not it arises out of or relates to this Agreement (“Dispute”) shall be resolved exclusively and finally by one arbitrator in binding arbitration administered by the American Arbitration Association (“AAA”) and conducted under its Commercial Arbitration Rules in the county of King, State of Washington, U.S.A. Evidence may be submitted on the documents, by telephone, online or in person, as the arbitrator deems appropriate. The decisions and awards of the arbitrator shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator shall award J Street any collection expenses, including attorney’s fees, incurred to collect any unpaid amounts. Should either party bring a Dispute in a forum other than the AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorney’s fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this Dispute Resolution provision. Licensee expressly waives the right to a court proceeding and agrees to resolve any Disputes through binding arbitration as stated in this provision.

4. License Agreement Questions

4.1 License Agreement Questions. Should Licensee have any questions concerning this Agreement, please contact in writing: sales@JStreetLIMS.com, or J Street Technology, 16625 Redmond Way Ste. M, PMB 463, Redmond, WA, 98052, USA.