

# End-User Software License Agreement

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## **12. Termination**

12.1. LICENSEE may terminate this AGREEMENT by furnishing to SUNHILLO written notice of its intention to terminate this AGREEMENT 45 days prior to the date upon which LICENSEE proposes to terminate this AGREEMENT.

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12.3. Upon termination, the original master and all copies of the SOFTWARE, including manuals and other documentation, must be destroyed and/or returned to SUNHILLO, and SUNHILLO shall have the right to receive from LICENSEE a certificate attesting to the return or destruction of the same.

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- 14.1. Any changes in the terms and conditions contained herein must specifically be agreed to in writing by an authorized representative of both parties before becoming binding on either party.
- 14.2. If any provision of this AGREEMENT is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired.
- 14.3. SUNHILLO's failure to exercise any of its rights under this AGREEMENT shall not constitute a waiver or forfeiture of such rights.
- 14.4. This AGREEMENT, along with any exhibits or schedules thereto, supersedes all prior agreements and understandings, oral or written, between SUNHILLO and LICENSEE and is intended as the complete and exclusive statement of this AGREEMENT.
- 14.5. The prevailing party in any action or proceeding brought in connection with a breach of this AGREEMENT will be entitled to reimbursement by the other party for reasonable costs and reasonable attorney's fees.
- 14.6. Any controversy or claim arising out of or relating to this AGREEMENT or the breach thereof shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The location of such arbitration proceedings shall be West Berlin, New Jersey, USA for actions brought by the LICENSEE or, for actions initiated by SUNHILLO, a U.S. city specified by the LICENSEE. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.7. This AGREEMENT will be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to the conflict of laws principles thereof.

Sunhillo Corporation  
444 Kelley Drive  
West Berlin, NJ 08091  
USA

Telephone: (856) 767-7676  
Fax: (856) 767-9557  
Email: sales@sunhillo.com  
Website: www.sunhillo.com