

MESSAGEBIZPRO CONTENT LICENCE AGREEMENT

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- b) Audit. Upon reasonable notice, you agree to provide to MassageBizPro sample copies of projects or end uses that contain licensed content, including by providing MassageBizPro with free-of-charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, MassageBizPro may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of this agreement.
- c) Electronic storage. You agree to retain the copyright symbol, the name of MassageBizPro, the content’s identification number and any other information or metadata that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorised use by third parties. You may make one (1) copy of the content for back-up purposes.
- d) Mediation/Arbitration. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through mutual negotiation within 30 (Thirty) days from the date of the arising of the dispute or difference. If this dispute is not resolved within 30 (Thirty) days, then any or all

outstanding issues may be submitted to mediation by any statutory rules of mediation prevailing in Colorado. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration by the rules incorporated by reference into this clause. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction in Colorado.

- e) Governing Law. This agreement is entered into pursuant to and shall be governed by, construed and enforced under and in accordance with the laws of the State of Colorado. You hereby submits to the jurisdiction of the courts of the State of Colorado and the United States District Court for Colorado Springs, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of this agreement, and expressly waives any and all objections it may have as to venue in any of such courts. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this agreement in any jurisdiction other than that specified in this Paragraph. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in any other jurisdiction.
- f) Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- g) Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
- h) Entire Agreement. No terms or conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties or issued electronically by MassageBizPro and accepted by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.
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