EULA

Wai Yan Cheung
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EULA — Personal License

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iii. Licensee stops or suspends doing business; or

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f.   In lieu of termination, Licensor reserves the right to (a) require that Licensee immediately cease any unauthorized use in violation of the terms of this Agreement and (b) assess additional fees for the unauthorized use.

g.   Licensor's rights and remedies under this Agreement shall be cumulative and not exclusive of any other rights or remedies provided hereunder or by law.

12. Force Majeure.

Licensor shall not be liable for damages and Licensee shall not have the right to terminate this Agreement for any delay or default in delivery of the Licensed Software resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control including, but not limited to: internet failures, network failures, computer equipment failures, telecommunications equipment failures, other equipment failures, electrical power failures, acts of God, terrorist action, acts of civil or military authority, government actions, fires, epidemics, riots, wars, sabotage, insurrections, labor shortages or disputes.

13. Governing Law; Jurisdiction and Venue.

This Agreement and all rights and obligations under this Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of California (the "State"), but without regard to its conflicts of laws or choice of forum rules. Licensee hereby irrevocably submits to personal jurisdiction in the State and to the non-exclusive jurisdiction of any state or federal court sitting in Los Angeles County, California over any legal suit, action, or proceeding arising out of or relating to this Agreement or the relationships created by or under this Agreement ("Action"); provided, however, that Licensor shall have the right, in its sole discretion, to bring any suit, action, or proceeding against Licensee for breach of this Agreement in Licensee's state of residence or any other relevant jurisdiction. Jurisdiction and venue of any Action shall, at the election of Licensor, be in (and if any Action is originally brought in another venue, the Action shall at the election of Licensor be transferred to) a state or federal court of appropriate

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jurisdiction located in the State. Licensee hereby waives and agrees not to assert, as a defense to any Action or a motion to transfer venue of any Action, any claim (a) that it is not subject to such jurisdiction; (b) that any Action may not be brought against it or is not maintainable in those courts; (c) that this Agreement may not be enforced in or by those courts; (d) that it is exempt or immune from execution; (e) that the Action is brought in an inconvenient forum; or (f) that the venue for the Action is in any way improper.

14. No Waiver.

No failure by either party to object to any breach of any provision of this Agreement shall constitute a waiver of such provision, a waiver of any other breach, or a waiver of any other provision of this Agreement.

15. Severability.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of this Agreement, or the application thereof to any Person or circumstance, is invalid or unenforceable (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

16. Relationship of the Parties.

Each of the parties shall act as an independent contractor under this Agreement and neither is now, nor in the future, an agent or legal representative of the other for any purpose. This Agreement shall not be construed to place the parties in the relationship of partners or joint venturers. Neither party has any right or authority to bind the other in any way.

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 This Agreement, with its Order Document(s), constitutes the entire understanding between the parties concerning the Licensed Software and supersedes all previous agreements, promises, representations and negotiations between the parties concerning the same. No terms and conditions of any purchase order, or other document will add to, modify or supersede the terms of this Agreement.

19. Survivability.

Sections 3 through 10 and 12 through 23 of this Agreement, and any terms that by their nature survive termination, shall survive the termination of this Agreement.

20. Indemnification.

Licensee, at its expense, shall indemnify Licensor against all losses, damages, claims, expenses (including attorneys fees and court costs) arising out of or resulting from (a) any use of the Licensed Software by Licensee (unless and only to the extent the loss is attributable to a breach by Licensor of any obligation under this Agreement), (b) any breach by Licensee of this Agreement, or (c) any actions by Licensee Parties or Persons that would constitute a breach of this Agreement if that Licensee Party were a party to this Agreement and its obligations were substantially the same as Licensee's obligations.

21. Notice.

a. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be sufficient if sent by certified U.S. mail or email, addressed to the party to whom the same is directed, in which event the date of the notice shall be the date of deposit in the U.S. mails, postage prepaid, or on the delivery date if delivered by email; provided, however, that notice sent by email shall not be effective with respect to matters related to termination or indemnity.

b. Notice shall be provided to Licensee at the address set forth on Licensee's Order Document(s). Notice shall be provided to Licensor at the address set forth in Section 1.k. above, or via email at waiyancheung.design@gmail.com.

22. Equitable Relief.

Licensee hereby agrees that any breach of this Agreement, including any unauthorized disclosure of Licensor's confidential information would cause irreparable harm to Licensor, and that in the event of any breach or threatened breach, Licensor will be entitled to obtain equitable relief in addition to any other remedy. Licensor's rights and remedies under this Agreement shall be cumulative and not exclusive of any other rights or remedies provided hereunder or by law.

23. Captions; Construction.

The paragraph headings in this Agreement are for reference purposes only and should not in any way affect the meaning or interpretations of this Agreement. The word "including" is intended to be illustrative and includes the meaning, "including, but not limited to." The singular of a defined term includes the plural and vice versa.

24. Support.

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