

MEASUREUP

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11. Injunctive Relief. You acknowledge that any breach of your obligations under this Agreement with respect to the proprietary rights or confidential information of Licensor or any of its licensors will cause Licensor irreparable injury for which the remedies at law are inadequate and therefore Licensor is entitled to immediate equitable relief in addition to all other remedies provided by this Agreement or available at law or in equity.

12. Electronic. You and Licensor desire to facilitate certain transactions pursuant to this Agreement by exchanging documents, records and signatures electronically or by utilizing electronic agents. The use of electronic facilities or agents shall be in accordance with procedures established by Licensor and governed by the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Connecticut.

13. Arbitration. Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with Licensor or any of Licensor's affiliates shall be submitted to confidential arbitration in New Haven, Connecticut, except that, to the extent you have in any manner violated or threatened to violate Licensor's intellectual property rights, Licensor may seek injunctive or other appropriate relief in any state or federal court in the state of Connecticut (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

14. Miscellaneous. This Agreement shall be construed and governed in accordance with the laws of the State of Connecticut without reference to its conflict of law rules. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, and such void or unenforceable term shall be construed, limited, modified or, if necessary, served to the extent necessary to eliminate its invalidity or unenforceability. No modification or waiver of this Agreement or any provisions shall be binding unless made in writing and signed by the parties hereto. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. This Agreement sets forth the entire agreement between the parties. Should you have any questions concerning this Agreement, or if you desire to contact Licensor for any reason, please contact: TLC Software, 101 Hempstead Place, Suite 200, Joliet, IL 60433, email: info@measure-up.net.