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You represent and warrant that: (a) you are the owner, licensor, or authorized user of all your Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Resolutions, or any rights of publicity or privacy of any party, whether foreign or domestic; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libellous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

11.4 Use of Your Content with the Online Services.

Again, for clarity and as indicated in 11.2 of this EULA, you retain all of your ownership rights in your Content. By submitting Content which you acknowledge will be transmitted to Resolutions, however, you hereby grant to Resolutions an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, create derivative works of, and otherwise use your Content.

11.5 Resolutions' Access to Your Content.

You acknowledge that Resolutions personnel will not access, view, any of your Content, other than that which you specifically submit except as reasonably necessary to perform Services, including but not limited to, the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Resolutions in good faith to conform to legal requirements or comply with legal process; or (d) enforce this EULA, including investigation of potential violations hereof.

12. Survival.

The conditions, restrictions and obligations as contained in this EULA which you have voluntarily agreed to shall survive any expiration, termination or cancellation of this EULA, and shall continue and remain in effect to bind you, and your employees, agents, successors, heirs and assigns to the extent necessary to fulfil their essential purposes.

13. Integration.

This EULA and the applicable license order and Addendums sets forth the entire Agreement and understanding between the parties as to the subject matter of this EULA and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between the parties.

14. Amendments.

Except as otherwise provided in this EULA, this EULA may be amended from time to time by Resolutions only and only upon Resolutions release of a new version of the Software. You must accept any newly amended terms and conditions of this EULA before installing, copying or otherwise using the newly released Software. Except as otherwise provided in this section 14 of this EULA, this EULA may not be amended, altered, or any of its provisions waived on behalf of either party, except in writing executed by both parties' duly authorized agent. Notwithstanding the provisions of this section 14 (Amendments), Resolutions may amend its privacy policy at any time by posting a new version of its privacy policy at its web site along with an outline of the changes to the privacy policy.

15. Assignability.

Except as otherwise expressly provided under this EULA, this EULA and the rights and duties under this EULA may not be assigned by you without the prior written consent of Resolutions.

16. Benefit.

Except to the extent forbidden in this EULA, this EULA shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

17. Captions.

Captions contained in this EULA are inserted for reference and in no way define, limit, extend or describe the scope of the EULA or intent of any provision in the EULA.

18. Severability.

If any provision of this EULA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this EULA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the EULA to the other party.

19. Authority to Accept.

You warrant and represent to Resolutions this EULA shall be binding upon you, and that the individual agreeing to be bound under the terms and conditions of this EULA is authorized or has been empowered to do so.

20. Third Party Beneficiary.

You acknowledge and agree that Resolutions' suppliers and licensors (and/or Resolutions if you obtained the Software from any party other than Resolutions) are third party beneficiaries of this EULA, with the right to enforce the obligations set forth herein with regard to the respective technology, applicable software or Content of such suppliers, licensors and/or Resolutions.

21. Third Party Acknowledgement and Terms.

The Software licensed under the terms and conditions of this EULA may use or include third party components, Content, other copyrighted material, and/or open source software which may be subject to certain "open source"

or "free software" licenses ("Open Source Software"). Acknowledgments, licensing terms and additional disclaimers for such components, Content, materials, or Open Source Software are contained in the "online" electronic documentation for the Software, including without limitation, a 3rdPartyLicensing.txt file or may otherwise accompany the same, or are contained in Addendums to this EULA, and your use of such components, Content, other materials, and/or Open Source Software is governed by their respective terms and conditions and nothing in this EULA limits your rights under or grants you rights that supersede the terms and conditions of any such applicable third-party terms and conditions for such third party components, Content, materials, and/or Open Source Software.

22. Miscellaneous.

This EULA is governed by the laws of the United Kingdom. You agree to the exclusive jurisdiction of the Courts of the United Kingdom. This Agreement has been prepared in the English language

and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. The parties to this Agreement waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed five (5) business days after the same shall have been deposited in the United Kingdom, postage prepaid. You waive any objection based on inconvenient forum and any objection to venue of any action instituted under this EULA by Resolutions in any jurisdiction. This EULA shall not be governed by the United Nations' Convention on Contracts for the International sale of Goods, the application of which is expressly excluded.

23. Changes to a Site or Enterprise Due to Acquisitions, Divestures, Mergers, and Organic Growth.

If the number of qualified desktops or seats changes by more than 10% as a result of: (i) an acquisition of an entity or an operating division, (ii) a divestiture of an affiliate or an operating division; (iii) a merger, or (iv) organic growth, Resolutions will work with you in good faith to determine how to accommodate the changed circumstances in the context of a Site License, for example. If you acquire or merge with an organization with an existing "Site License" Resolutions will work with the surviving organization in good faith to accommodate its changed circumstances in the context of this EULA.

AS STATED ABOVE, PAYING THE LICENSE OR SUBSCRIPTION FEE FOR THE SOFTWARE WITHOUT REQUESTING A REFUND OF SUCH FEE IN ACCORDANCE WITH RESOLUTIONS' RETURN AND CANCELLATION POLICIES AND PROCEDURES AND/OR THE APPLICABLE RETURN AND CANCELLATION POLICIES OF RESOLUTIONS' AUTHORIZED RESELLERS AND DISTRIBUTORS, OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE,

INDICATES YOUR ACCEPTANCE OF THIS EULA AND YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AS A LICENCEE.

Should you have any questions, complaints or claims with respect to the Software, or if you desire to contact Resolutions for any reason, please contact the Resolutions partner serving your country:

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Website: <http://www.biofieldimaging.com>

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