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WHEREAS, Licensor owns the patents to license social networking technologies on various devices (Software); and

WHEREAS, Licensee is desirous to use Licensee’s Software ethically; and

WHEREAS, for the good and valuable consideration, the receipt of which is hereby acknowledged, Licensor is willing to license the Software to Licensee on all devices; and

WHEREAS, Licensee is willing to accept the Software license under the conditions set forth set forth above.

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If Licensee breach any provision of this Agreement, such breach must be cured within thirty (30) days of receipt of Licensor's written notice describing such breach. If such breach is not cured within the thirty (30) days after receipt of the notice, Licensor may cancel this License.

4. TERM

The License subject to this Agreement shall continue with timely payments of subscription and renewals.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

Licensee agrees to indemnify and hold Licensor harmless from and against all loss, cost, expense or liability (including reasonable attorney's fees) arising out of a claim by a third party against Licensor based upon Licensee's use of the Software.

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6. RELATIONSHIP OF THE PARTIES

This Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties.

7. COMPLETE AGREEMENT

This Agreement constitutes the complete and exclusive statement of this agreement between the parties hereto and supersedes any and all prior express implied agreements or understandings between the parties.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby and the parties shall negotiate replacement provisions for those provisions which are held invalid, illegal or unenforceable which as closely as possible express the intent of those provisions.

8. RESTRICTIONS OF TRANSFER

This Agreement and the rights and obligations under this Agreement shall not be transferable, sublicensable or assignable to any other person, firm or corporation by Licensee, without the express prior written consent of the Licensor. The rights and obligations of this Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

9. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto agree to these terms at the moment Licensee's subscription payment, or timely renewal, is received by FM Partners for Licensor.

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