

END USER LICENSE AGREEMENT
INSTRUMENT SERIAL INTERFACE DEVELOPMENT

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RECITAL

WHEREAS, Licensor desires to (a) grant to Licensee the right to use the Licensed Software (as defined below) owned and developed by Licensor on the terms and conditions set forth in this EULA, and (b) provide certain Support Services (as defined below) to Licensee, each as more fully described herein;

WHEREAS, Licensee wishes to accept such License and Support Services on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

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(ii) immediately, (1) by Licensee's breach or suspected breach, in Licensor's sole discretion, of any provision of this EULA or (2) in the event that either party commences a liquidation or dissolution or becomes the subject of a bankruptcy or insolvency proceeding, by the party not commencing the liquidation, dissolution or bankruptcy/insolvency proceeding.

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(d) Survival. The terms of Sections 3(a), 3(b), 5(b), 7, 8, 9, and 13 shall survive any such termination.

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(a) Licensee shall notify Licensor within ten (10) calendar days of learning of any actual or suspected violation of any Intellectual Property Rights in the Licensed Software or Documentation.

11. Protection Against Unauthorized Use.

Licensee shall promptly notify Licensor of any unauthorized use of the Licensed Software or Documentation, or breaches in security of which Licensee becomes aware. In the event of any unauthorized use by any party or individual, Licensee shall use commercially reasonable best efforts to immediately terminate and prevent further occurrences of such unauthorized use.

12. Relationship Between the Parties.

It is understood and agreed that Licensee and Licensor are separate legal entities. Nothing in this EULA shall constitute or permit any party to execute on behalf of any other party any contract or other document, or to bind or otherwise obligate that party.

13. Miscellaneous.

(a) Notice. All notices, requests or other communications permitted or required to be given by either party in accordance with the provisions of this EULA shall be in writing and shall be deemed duly given or made if delivered: (i) by email confirmation (ii) by hand delivery, (iii) by a nationally recognized overnight delivery service; or (iii) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this Section):

Licensor:
Heath Consultants Incorporated
9030 Monroe Road
Houston, TX 77061
Phone: 832-844-1300

Licensee:

Phone: _____

(b) Modification; Entire Agreement. None of the terms and provisions contained in this EULA may be changed except pursuant to a writing signed by all parties hereto. This EULA, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to such subject matter.

(c) Waiver. No failure or delay on the part of any party in the exercise of any power or right under this EULA shall operate as a waiver thereof. The waiver by any party of a breach of any provision of this EULA shall not operate or be construed as a waiver of any other or subsequent breach under this EULA. No waiver by any party hereunder shall be effective unless in writing and signed by such party.

(d) Severability. The provisions of this EULA are independent of and several from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

(e) Costs and Expenses. Each party hereto shall pay its own expenses (including legal fees) incident to the preparation and negotiation of this EULA.

(f) Governing Law. This EULA and performance hereunder shall be governed by and construed in accordance with the laws of the United States without reference to Texas as conflicts of law principles. Licensor and Licensee agree to the exclusive jurisdiction of a venue in federal or state courts located in Harris County, Houston, Texas. Licensee waives any right in may have to transfer or change venue of any litigation brought in such courts.

(g) Force Majeure. Each party shall be excused from performing pursuant to this EULA in the event of any fire, explosion, accident, war, riot, Acts of God, insurrection, strike, laws, regulations, orders or other similar event occurs that is beyond the reasonable control of such party and could not have been avoided by such party's exercise of due care ("Force Majeure"), provided that the party claiming Force Majeure gives prompt written notice of the same to the other party.

(h) Counterparts. This EULA may be executed in any number of counterparts (whether PDF, fax or original), each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

14. IN WITNESS WHEREOF, the parties hereto have executed and delivered this End User License Agreement as of the Effective Date.

**HEATH CONSULTANTS INCORPORATED
9030 MONROE ROAD
HOUSTON, TX 77061**

By: _____

Name:

Date:

Title:

Phone:

Email:

COMPANY NAME

By: _____

Name: _____

Date: _____

Title: _____

Phone: _____

Email: _____