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**Term:** This Agreement shall commence on the date of your agreement to this license agreement and shall continue thereafter for a period of one (1) year, unless terminated earlier as provided for in this Agreement.

**No Warranty:** To the extent permitted by law, this Application is provided to you "AS IS," and you agree to use it at your own risk. RAE Health makes no guarantees, representations, or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, merchantability, fitness for particular purpose, usefulness, use or results to be obtained from the Application, or that the Application will be uninterrupted or error-free.

**Passwords:** You shall be provided with a password and a user identification to access the Application. You shall use all reasonable efforts to keep such password and user identification confidential. You shall indemnify and hold RAE Health harmless for all liabilities, damages, costs, and expenses incurred in connection with the use of the Application including, without limitation, any breach of this EULA by you.

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**Indemnity:** You agree to indemnify, defend, and hold RAE Health and its affiliates free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of the Application.

**Privacy:** for information on how RAE Health collects, uses, and shares your personal data please review our Privacy Policy. By using the Application, you acknowledge and consent that we may use such data in accordance with our Privacy Policy.

**Confidentiality:** The Application contains confidential information of RAE Health. You agree to use at least a reasonable degree of care to prevent disclosure of such information to third parties, absent RAE Health's express written consent to such disclosure.

**Export Control:** You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list.

**Severability:** If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to the extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall remain in full force and effect and continue to be binding and enforceable.

**Waiver:** No failure or delay in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right or acceptance of any variation to the terms of this Agreement. Nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

**Governing Law:** This agreement and performance hereunder shall be governed by the laws of the State of Maine. Sole venue and jurisdiction for any proceedings under this Agreement shall be in the state courts of Lincoln County, Maine, and federal courts of the District of Maine. You agree that such courts shall have personal jurisdiction and venue and waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us.

**Miscellaneous:** RAE Health may transfer its rights and obligations under this EULA to another organization, but this will not affect your rights under this EULA. You may not transfer your rights or obligations under this EULA to another person. If RAE Health fails to insist that you perform any of your obligations under this EULA, or if RAE Health does not enforce its rights against you, or if RAE Health delays in doing so, that will not mean that RAE Health has waived its rights against you and will not mean that you do not have to comply with those obligations. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. RAE Health shall have the right to bring proceedings for injunctive relief in any jurisdiction.

**Entire Agreement and Amendment:** This Agreement, which we may amend from time to time, constitutes the entire agreement between you and RAE Health and supersedes any prior agreement or understanding whether oral or written relating to the subject matter hereof, excluding the Privacy Policy. RAE Health reserves the right to modify, amend or change the terms of this Agreement at any time.

Effective date: the terms of this agreement were last update on March 6, 2021.