

## HomelessData.com End User License Agreement Last Updated May 2017

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## **8. Equitable Remedies.**

You hereby agree that Simtech Solutions Inc. would be irreparably damaged if the terms of this License Agreement were not specifically enforced, and therefore you agree that Simtech Solutions Inc. shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this License Agreement, in addition to such other remedies as Simtech Solutions Inc. may

otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this License Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

## **9. Dispute Resolution and Governing Law.**

**A. Informal Negotiations.** To expedite resolution and control the cost of any dispute, controversy or claim related to this License Agreement ("Dispute"), you and Simtech Solutions Inc. agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.

**B. Restrictions.** You and Simtech Solutions Inc. agree that any arbitration shall be limited to the Dispute between Simtech Solutions Inc. and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

**C. Exceptions to Informal Negotiations and Arbitration.** You and Simtech Solutions Inc. agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Simtech Solutions Inc.'s intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

**D. Location.** If you are a resident of the United States, any arbitration will take place at any reasonable location convenient for you. For residents outside the United States, any arbitration shall be initiated in the County of Norfolk, State of Massachusetts, United States of America. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Norfolk, State of Massachusetts, United States of America and you and Simtech Solutions Inc. agree to submit to the personal jurisdiction of that court.

**E. Governing Law.** Except as otherwise set forth herein, this License Agreement shall be governed by, and will be construed under, the Laws of the United States of America and the law of the State of Massachusetts, without regard to choice of law principles.