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a) This Agreement shall be effective when signed by both parties hereto.

b) This Agreement shall terminate upon the failure of Licensee to observe or perform any of the material covenants, terms, and conditions of this Agreement where such non-performance is not fully remedied by Licensee within thirty (30) days after written notice by BioPharmics.

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- 8) **MISCELLANEOUS.**
  - a) The validity and performance of this Agreement shall be governed by the laws of the State of California USA.
  - b) Neither this Agreement nor any rights or obligations under this Agreement in whole or in part, shall be assignable or otherwise transferable by Licensee without the prior written consent of BioPharmics and any unauthorized attempt to assign or transfer this Agreement or any rights or obligations under this Agreement shall be null and void.
  - c) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all other communications written or verbal. Any modification to this Agreement must be specified and agreed to in writing by both parties.
  - d) All notices and demands hereunder must be in writing and sent by personal delivery, first-class mail, return receipt requested, confirmed facsimile transmission or nationally or internationally recognized express courier service to the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). Notices or demands sent by personal delivery shall be effective upon delivery. Notices sent by mail, facsimile transmission or courier shall be effective upon the date of receipt as evidenced by the return receipt.
  - e) If any term of this Agreement is held to be unenforceable by a court of competent jurisdiction, then such court may substitute the unenforceable term with an enforceable provision which most nearly effects the parties’ intent in entering into this Agreement as reflected in the unenforceable provision. If the foregoing is not possible under applicable law, then the unenforceable provision shall be deleted and the validity or enforceability of the remainder of this Agreement shall not be affected.

**Licensee Designated Site:**

Street Address		Department Name		Suite#
Mail Code	City	State/Province	Zip/Postal Code	Country
Lab contact name		Email address		

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their undersigned duly authorized representatives on the respective dates set forth below.

**LICENSEE:**

**BIOPHARMICS LLC:**

Signature: \_\_\_\_\_

Signature:

Name: \_\_\_\_\_

Name: Ajay N. Jain, PhD

Title: \_\_\_\_\_

Title: Member, BioPharmics LLC

Date: \_\_\_\_\_

Date:

[Signed and completed form must be scanned and emailed to [surflex@biopharmics.com](mailto:surflex@biopharmics.com)]