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to appropriately apply and integrate the knowledge gained from the Software into day-to-day medical practice. End Users are advised that new medical research may affect prevailing knowledge and recommendations. SonoSim makes no representations or warranties as to the effectiveness or safety of the described ultrasound protocols, procedures, or ultrasound use cases described in the Software for any individual person.

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**11. Repetitive Motion Warning.** As with any repetitive motion task, repeated use of the same motion when using the SonoSim® Ultrasound Training Solution may cause tissues to become fatigued, resulting in pain, swelling, tingling, numbness or tenderness. SonoSim recommends that (a) you do not continuously use the product over extended periods of time, (b) you should take a 10 to 15 minute break from scanning every hour, (c) if you experience any of the symptoms described above, in association with use of the SonoSim® Ultrasound Training Solution, cease using the Software and consult a physician.

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**16. Indemnification.** End User agrees to indemnify, defend, and hold SonoSim, and its officers, directors, shareholders, employees and agents, and their respective successors and assigns, harmless from and against any and all claims, actions, causes of action, damages, costs and expenses, including without limitation attorneys' fees and court costs, arising from or related to End User's diagnosis or treatment of patients.

**17. Term and Termination.** This Agreement is effective until terminated by SonoSim. End User's license rights under this Agreement will terminate immediately without notice from SonoSim if End User fails to comply with any provision of this Agreement. Upon termination, End User must destroy all copies of Software in its possession or control.

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**20. General.** This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that End User may not assign or transfer this Agreement, in whole or in part, without SonoSim's written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of

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