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(d) Termination by Either Party. Either party may terminate this License Agreement if: (i) any distress or execution is levied on any of the other party's property or assets; (ii) the other party makes or offers to make any arrangement or composition with creditors; (iii) any resolution or petition to wind up the other party's business is passed or presented or if a receiver or administrative receiver of such party's undertaking, property or assets is appointed or a petition presented for the appointment of an administrator or, if an individual, such party has a bankruptcy order made against him or her; or (iv) the other party is subject to any proceedings, which are equivalent or substantially similar to any of the proceedings under sub-clause (i), (ii) or (iii) under any applicable jurisdiction.

(e) Rights and Obligations upon Termination or Expiration. Upon termination of this License Agreement, all rights granted to you hereunder will immediately cease and you will: (i) immediately discontinue all use of the Licensed Products; (ii) within fifteen (15) days return to Licensor all copies and modifications of the Licensed Products, including any extracts therefrom (with the exception of your meta data

and associated objects); (iii) permanently remove from your system and all storage devices and media all copies of the Licensed Products or any portion thereof; and (iv) give Licensor a written certification signed by an authorized officer that you have complied with all of your obligations under this Section. Termination of this License Agreement for any reason will not excuse your obligation to pay in full any and all amounts due to Licensor, nor will termination by Licensor result in a refund of any fees paid by you to Licensor.

(f) Continuing Obligations. The terms and conditions in this License Agreement that by their nature and context are intended to survive any termination of this License Agreement, including, without limitation, Sections 6 (Intellectual Property), 8 (Indemnification), 10 (Limitation of Liability), 11 (Trademarks), 12 (Term and Termination) and 14 (Miscellaneous), will survive such termination of this License Agreement for any reason and will be fully enforceable thereafter. Termination of this License Agreement will not otherwise affect the party exercising such rights, remedies and protections hereunder.

13. Audit. Licensor, upon thirty (30) days written notice to you and not more than once during each calendar year during the term of this License Agreement and once during the one (1) year period following the termination of this License Agreement, may enter upon your premises during your regular business hours to audit your use of the Licensed Software. You agree to cooperate with Licensor's audit and provide reasonable assistance and access to your systems and information. If pursuant to any such audit, Licensor discovers any excess or unlicensed use of the Licensed Software, you agree to pay within thirty (30) days of written notification an amount equal to the sum of (i) the license fees and maintenance and support fees which Licensor would have received if your excess or unlicensed use of the Licensed Software had been licensed; (ii) interest on such fees from the date such additional fees should have been paid at the rate of twelve percent (12%) per annum, or the maximum interest rate permitted by law, whichever is lower; and (iii) if your excess or unlicensed use of the Licensed Software exceeds 105% of the licensed use of the Licensed Software, all costs and expenses incurred by Licensor in conducting such audit. If you fail to pay such amounts within thirty (30) days of being invoiced for such amounts, Licensor may terminate your licenses of the Licensed Software and any maintenance and support of the Licensed Software. You will be responsible for any of your costs incurred in cooperating with any such audit.

14. Miscellaneous.

(a) Taxes. You agree to pay all taxes or levies of whatever nature arising out of or in connection with this License Agreement, including the sale, delivery, ownership, or use of the Software (including VAT) or any other activities hereunder, excluding taxes based on Licensor's net income. You will reimburse and indemnify Licensor in full for any of the foregoing taxes or levies that are paid by Licensor for which you are responsible hereunder. If you are required by law to withhold or deduct any amount from the fees, you will increase the fees paid to Licensor such that it receives the full amount of fees specified under this License Agreement, and forward tax receipts or similar evidence of payment by payor to Licensor. If you assert that any transaction under this License Agreement is tax exempt, you will provide Licensor a tax exemption certificate acceptable to the applicable taxing authority.

(b) Notices. Any notices, demands or other communications required or permitted under this License Agreement will be in writing and will be deemed effectively delivered to the party: (i) by email using a method that positively establishes receipt of the email by the recipient; (ii) by personal, same or next day delivery; or (iii) by commercial overnight courier with written verification of delivery; in each case addressed to the party for whom it is intended at the address for such party as last provided to the other. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch.

(c) Governing Law. This License Agreement shall be construed and governed in accordance with the laws of Switzerland, without regard to its rules of conflict or choice of law provisions that would require the

application of the laws of any other jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods does not apply. Any disputes arising from or in connection with this License Agreement shall be determined exclusively by the competent courts of Geneva, Switzerland; provided, however, that if for any reason the courts of Geneva, Switzerland do not have jurisdiction over you, then Licensor may commence and litigate any such action or proceeding in any court with jurisdiction over you, Switzerland do not have jurisdiction over you, then Licensor may commence and litigate any such action or proceeding in any court with jurisdiction over you.

(d) Attorneys' Fees. In any action to interpret or enforce this License Agreement, the prevailing party will be awarded all court costs and reasonable attorneys' fees and costs and expenses of investigation incurred.

(e) Severability. The provisions of this License Agreement are severable and if any one or more such provisions is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be binding between the parties. In the event any provision of this License Agreement is found to be invalid, illegal, or unenforceable, the parties will endeavor to modify that provision in a manner that gives effect to the intent of the parties in entering into the **License Agreement**.

(f) Waiver or Delay. No failure to exercise or delay by a party in exercising any right, power, or remedy under this License Agreement operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.

(g) Export Laws. The Licensed Products are subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported to any country or recipient, or used for any purpose prohibited by any applicable international and national laws that apply to the Licensed Products, including the U.S. Export Administration Regulations as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You will not export or re-export Licensed Products without first obtaining the appropriate U.S. or foreign government export licenses.

(h) Entire Agreement. This License Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this License Agreement and supersedes all previous agreements and communications between the parties concerning such subject matter. No modifications may be made to this License Agreement except in writing, signed by both parties.

(i) Benefit of Agreement. This License Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

(j) Cumulative Remedies. Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

(k) Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure in performance under this License Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(l) Construction of Agreement. Each party acknowledges that it has had the opportunity to review this License Agreement with legal counsel of its choice and agrees that in the event that this License Agreement

or any other documents delivered in connection with the transactions contemplated by this License Agreement contain any ambiguity; such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this License Agreement, which will be considered as a whole.

(m) Reference: Licensor may identify you for reference purposes unless and until you expressly object in writing.

(n) Choice of Language. The original of this Agreement has been written in English, which will be the controlling language in all respects, each party warranting being able to understand it and use it in its business activities, thus having chosen to execute this Agreement, as an informed choice. Any translations into any other language are for reference only and will have no legal or other effect.