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8. TERM AND TERMINATION

8.1 Term. Except as set forth in any order form or purchase terms, this Agreement shall commence on the Effective Date and continue in effect for one (1) year and will automatically

renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days in advance.

8.2 Termination. This Agreement shall automatically terminate without further action by any party, immediately upon any material breach by Licensee of any limitation or restriction set forth in Section 2 or 5. Further, either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and the breach is not cured within thirty (30) days of notice of the breach.

8.3 Effects of Termination. Upon termination of this Agreement for any reason, all rights, obligations and licenses of the parties hereunder shall cease, except that (a) all obligations that accrued prior to the effective date of termination and any remedies for breach of this Agreement shall survive any termination, (b) Licensee shall promptly return or destroy all Software and other tangible Confidential Information, and permanently erase all Confidential Information from any computer and storage media and (c) the provisions of Sections 2.4 (License Fees), 4 (Confidentiality), 5 (Proprietary Rights), 6 (Warranty Disclaimers), 7 (Limitation of Liability), 9 (General Provisions) and this Section 8 shall also survive.

9. GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Terms set forth in Licensee's Purchase Order (or any similar document) that are in addition to or at variance with the terms of this Agreement are specifically waived by Licensee. All such terms are considered to be proposed material alterations of this Agreement and are hereby rejected. No waiver, consent or modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of law provisions.

9.3 Remedies. Unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Licensee agrees that, in the event of any breach or threatened breach of Section 4 or 5, Licensor will suffer irreparable damage for which there is no adequate remedy at law. Accordingly, Licensor shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

9.4 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested. Notices shall be delivered to the address

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9.5 Assignment. This Agreement and the rights and obligations hereunder are personal to Licensee, and may not be assigned or otherwise transferred, in whole or in part, without Licensor's prior written consent. Any attempt to do otherwise shall be void and of no effect.

Without Licensee's consent, Licensor may assign this Agreement to any third party. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

9.6 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

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