

# License Agreement Terms and Conditions

## Individual End User License Agreement Terms and Conditions

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(For Definitions of terms used in this Agreement, please see Paragraph 11 below.)

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- e. Providing services for a fee using the Licensed Product.

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- c. This Agreement shall automatically renew annually subject to payment of the then-current license fees for the Licensed Product.

5. Termination

- a. This Agreement is subject to termination by either party upon at least thirty (30) days written notice prior to the end of the then-current contract year.
- b. Either party may terminate this Agreement in the event of a material breach of its terms by the other which is not cured within thirty (30) days after written notice thereof.

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- a. ISI warrants that any Licensed Product does not infringe upon any copyright, patent, trade secret, or other proprietary right of any third person.
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7. Injunction

Licensee agrees and acknowledges that a breach of this Agreement will cause immediate and irreparable harm and damage to ISI, in which event ISI shall be immediately entitled to injunctive relief in addition to any other rights and remedies to which it may be entitled, at law or in equity. At such time, ISI will not rebate any license fees or portions thereof.

8. Governing Law

The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws and adjudicated exclusively by the federal and state courts located in the Commonwealth of Pennsylvania.

9. Severability/Survival

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The provisions of Paragraphs 1, 2, 3, 6, 7, 8, 9 10 and 11 shall survive the expiration or termination of this Agreement.

## 10. Entire Agreement; Modification

This is the entire agreement between the parties as to the subject matter hereof and supersedes all other agreements, express or implied, written or oral. No modification of or amendment to this Agreement shall be binding unless in writing and signed by the parties.

## 11. Definitions

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