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8.1 Term. This agreement shall be effective as the date of execution by Licensee and shall remain in effect unless terminated pursuant to Section 9.2 below.

8.2. Termination. Either party may terminate this Agreement immediately upon providing written notice to the other party in the event of: (a) the other party's unexcused failure to fulfill any of its material obligations under this Agreement or (b) upon the insolvency or bankruptcy of, or the filing of a petition in bankruptcy or similar arrangement by the other party.

8.3 Effects of Termination. Upon termination of this Agreement Licensor may retain in its possession data it acquired from Licensee pursuant to Section 2.1.1.

9. MISCELLANEOUS

9.1. Assignment. This Agreement and any of the rights and obligations of Licensee are specific to Licensee and cannot be assigned or transferred by Licensee to any third party or by operation of law, except with the prior written consent of Licensor.

9.2. Entire Agreement. The entire agreement hereto is contained herein and this Agreement cancels and supersedes all prior agreements, oral or written, between the parties hereto with the respect to the subject matter hereto.

9.3. Modification. This Agreement or any of its terms may not be changed or amended except by written document and the failure by either party hereto to enforce any or all of the provision(s) of this Agreement shall not be deemed a waiver or an amendment of the same and shall not prevent future enforcement thereof.

9.4 Enforceability. If any one or more of the provisions or clauses of this Agreement are adjudged by a court to be invalid or unenforceable, this shall in no way prejudice or affect the binding nature of this Agreement as a whole, or the validity or enforceability of each/and every other provision of this Agreement.

9.5. Governing Law. This Agreement is made in and shall be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions.

The undersigned hereby agree to the terms and conditions set forth herein as indicated by the signatures of their duly authorized representatives below.

LICENSEE

By: _____
Printed Name: _____
Title: _____
Company (if applicable): _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Date: _____

LICENSOR

Sadalit Van Buren

Date: _____