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6. TERMS & TERMINATIONS

6.1 This Agreement shall be from the Effective Date until the expiration date noted in the Order Confirmation sent by LICENSOR to LICENSEE, unless earlier terminated under the provisions of Section 6.2.

After the Initial Term, this Agreement shall be automatically prolonged for the length of the Initial Term each time unless LICENSEE notifies LICENSOR before expiration of the current term (“Automatic Renewal”).

6.2 LICENSOR may terminate this Agreement if LICENSEE is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from LICENSOR.

6.3 In the event of termination, LICENSEE shall immediately discontinue use of the Licensed Software.

6.4 In the event of termination prior to the date listed in Section 6.1 LICENSEE shall immediately destroy the original and all copies, in whole or in part and in any form, of data generated, modified, optimized or otherwise processed by the Licensed Software.

6.5 Upon written notification of a breach of this Agreement by the other Party hereto, the breaching Party shall have right to cure, at its own expense, the breach within ten (10) days of receiving such notification. No action shall be taken by the non-breaching Party within these ten (10) days to allow time for the breaching Party to cure or resolve the alleged breach.

7. AGREEMENT

7.1 This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters.

7.2 If any provision of this Agreement is held to be unenforceable, then this Agreement shall be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

7.3 The provisions set forth in Sections 2.4, 2.5, 2.9 and 4.2 and any remedies for the breach thereof, shall survive the termination of this Agreement under the terms hereof for a period of three (3) years beyond the termination or expiration of this Agreement.

7.4 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

7.5 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of Baden-Württemberg, Germany as such law applies to contracts signed and fully performed in such State.