

This agreement pertains to software and documentation for:



## Subscription License Agreement

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**8. Term.** This Agreement is effective immediately, and continues for a period of [one year] or until otherwise terminated. Notwithstanding anything to the contrary, this Agreement will terminate automatically and immediately if you (i) fail to comply with any term or condition of this Agreement, without prejudice to any other rights that PROMODEL may have arising from your noncompliance, or (ii) if you become bankrupt or insolvent, but only to the extent permitted by law. In such events, no notice shall be required by PROMODEL to you to effect such termination.

Upon termination of this Agreement for any reason, you agree to (i) immediately discontinue all use of the software package; (ii) deliver to PROMODEL all compact disc(s), or devices containing the software package and all other physical copies of the software package; (iii) promptly destroy the software package together with all output generated by the software package along with all backup copies, modifications, printed or written materials, and merged portions; and certify in a writing to PROMODEL within one week after termination of this Agreement that you have either delivered to PROMODEL or destroyed the software package and all copies of the software package in accordance with this Agreement.

All provisions of this Agreement relating to PROMODEL'S proprietary rights, disclaimers, and limits of liability or duty, your required actions upon termination, payment of fees by you, or your indemnification of PROMODEL shall survive the termination of this Agreement.

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**11. General.** This agreement is governed by and interpreted under the laws of the State of Utah (without regard to conflict of law principles) and the United States of America. All disputes hereunder shall be resolved in the applicable state or federal courts in either the State of Utah or the State of Pennsylvania. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. In the event that any one or more provisions of this Agreement shall for any reason be held by any tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and each invalid, illegal, or unenforceable provision shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity, illegality, or unenforceability and shall be enforced as so modified. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed to be a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of continuing or future breaches. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. PROMODEL may assign its rights and obligations under this Agreement without your permission. You may not assign your rights or obligations under this Agreement. This Agreement is personal to you and any attempt by you to assign your rights or obligations shall be null and void. This Agreement shall be deemed to control and constitute the entire understanding of the parties with respect to the software package and the subject matter of this Agreement. Any amendment or modification of this Agreement must be in a signed writing executed by both parties. Further, both parties have carefully read and understand the terms and conditions of this Agreement and, as such, the terms and conditions contained herein shall not be construed against a party because such party drafted, or primarily drafted, such language or provision.