3.12 at the end of the initial term or at the end of any renewal term , this agreement shall automatically renew for an additional one ( 1 ) year period ( each such additional term a " renewal term" ) , unless either party notifies the other party in writing to the contrary at least sixty (60 ) days prior to the expiration of the then-current term .

28.5 ( b ) either party may terminate this agreement upon not less than one hundred and eighty ( 180 ) days prior written notice to the other party , which notice may be given at any time , provided that the effective date of such termination may not be prior to the expiration of the initial license period .

3.8 the term of this agreement shall be automatically extended upon the expiration of the initial license period ( and thereafter , of the then-current term ) for successive one-year terms .

the construction and effect of any participating addendum or order against the contract( s ) shall be governed by and construed in accordance with the laws of the participating state .  
27.4 ( d ) if BuyCo commits a material breach of this agreement that is not cured within thirty ( 30 ) days from the date of written notification of such breach by licensee to BuyCo , licensee may terminate this agreement by sending written notice of such termination to BuyCo. however , the obligations contained herein shall remain in effect for a period of two ( 2 ) years from the date the confidential information was disclosed under this agreement .

The customer also shall pay to company all expenses incurred by company in exercising any of its rights under this agreement or applicable law with respect to the collection of a payment default , including attorneys ' fees , court costs , and collection agency fees .

15.23 Tally shall not be liable for any incidental , consequential , indirect , or punitive damages arising out of or connected with the subject matter of this agreement.  
14.45 ( a ) indemnification in third party proceedings .

10.17 to the extent that under mandatory law , our proprietary rights cannot be assigned , we irrevocably agree to grant , and hereby grant , to you an exclusive ( excluding also us ) , perpetual , irrevocable , unlimited , worldwide , fully paid and unconditional license to use and commercialize our proprietary rights to the work product in any manner now known or in the future discovered with effect from the termination date .

16.1 ( d ) if , at any time during the term of an individual site license , it becomes commercially inadvisable in licensee 's business judgment for licensee to utilize that particular site , or if any required certificate , permit , license or approval is denied , cancelled or otherwise terminated so that licensee is unable to use the site for its intended purpose , licensee may terminate the individual site license .  
22.12 payment .