

III. LOCATION OF DATA DELIVERY/PAYMENT

- A. Licensee, as prior owner of the Data, has in its possession the Data or a copy thereof, and shall be permitted to retain the same during the term of this Agreement. Such Data may be maintained and used in accordance with the terms of this Agreement at any of Licensee's offices.
- B. No payment shall be owed by Licensee to Data Owner for the Data or for its use by Licensee in accordance with the terms of this Agreement.
- C. If federal, state or local transaction taxes are imposed on this transaction at any time, Licensee shall indemnify, reimburse and hold harmless Data Owner from any liability for such tax including any interest thereon determined to be due and owing.

IV. TERM

- A. If Licensee breaches any condition or provision of this Agreement or under the law concerning prohibitions against or restrictions imposed on Disclosure or Transfer of the Data, this Agreement may be terminated by Data Owner by providing Licensee seven (7) days written notice. Any failure by Licensee to comply with any other term or provision of this Agreement shall be governed by Article VIII below.
- B. If this Agreement is terminated for any reason, the Data then in the possession of Licensee shall be promptly returned by Licensee to Data Owner, except interpreted copies of the Data, which shall be destroyed by Licensee.
- C. Notwithstanding any termination of this Agreement, all terms and conditions hereof regarding the restrictions on the use, Disclosure and Transfer of the Data shall, nevertheless, survive such termination.
- D. This Agreement shall, whether or not previously terminated under Article IV(A) above, terminate ninety-nine (99) years after the date of execution of this Agreement.