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6.2 **Termination.** Feenix.ai may terminate this Agreement immediately in the event that Licensee or any Authorized User of Licensee materially breaches any of the terms of this Agreement and the breach is not cured within thirty (30) days of written notice thereof. Termination of this Agreement shall not relieve Licensee of its obligation to pay all fees owed by Licensee under the terms of Licensee's Subscription Agreement.

6.3 **Effects of Termination.** Upon expiration or termination of this Agreement for any reason, (a) all licensed rights granted in this Agreement, including Licensee's right to exercise the License, will immediately cease; (b) Licensee and all of Licensee's Authorized Users will promptly discontinue all use of the Solution and Documentation and return to Feenix.ai any Confidential Information in Licensee's possession or control; and (c) Feenix.ai shall return or destroy all Data in its possession.

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9. INDEMNIFICATION.

9.1 **Licensee's Indemnification Obligation.** Licensee shall indemnify and hold harmless Feenix.ai, its officers, directors, and employees from, and, at Licensee's expense, shall defend Feenix.ai against, any damage or expense (including reasonable and directly related legal costs) that Feenix.ai incurs or becomes liable for as a result of (a) any reckless or willful act or omission by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible; or, (e) any claim made against Feenix.ai by any third party for which Feenix.ai is not liable under this Agreement, and which arises as a consequence of use of the Solution by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible. Feenix.ai shall give Licensee full authority and control of the settlement and defense of the claim, and fully cooperate with Licensee in the defense of such claim. Licensee shall reimburse Feenix.ai for its expenses under this Section as they are incurred. Feenix.ai shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder. Licensee, in the defense of any such claim, action, or proceeding arising under this Section shall not,

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11. PUBLICITY. Only with Licensee's prior written authorization, which may be withdrawn at any time, Feenix.ai may use Licensee's name, logo and marks to identify Licensee as a customer of Feenix.ai on Feenix.ai's website and other marketing materials.

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12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4.

13. **NOT USED.**

14. **FORCE MAJEURE.** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, fires, flood, storm, explosions, terrorism, war, governmental action, epidemics, pandemics, or any other cause which is beyond its reasonable control.

15. GOVERNING LAW AND DISPUTE RESOLUTION.

This Agreement will be governed by and construed under the laws of the State of Massachusetts without regard to its conflict of laws provisions and without regard to the United Nations Convention on the International Sale of Goods.

16. **GENERAL.** All notices, under this Agreement must be delivered in writing by courier, by facsimile, by pdf attachment to an email, or by certified or registered mail (postage prepaid and return receipt requested) and shall be effective upon the earlier of receipt or three (3) business days after being deposited in the mail as required above. The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Licensee may not assign or transfer this Agreement or its rights and obligations under this Agreement, and any attempt to assign this Agreement shall be void. Licensee agrees not to export the Solution in violation of the laws and regulations of the United States or any other nation. The failure of either Party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. This Agreement may be amended only by a written document signed by both Parties. This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

Agreed by the parties:

Feenix.ai, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[_____]
By: _____
Name: _____
Title: _____
Date: _____

