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4.3 Effects of Termination. Upon expiration or termination of this Agreement for any reason, (i) any amounts owed to Kasten under this Agreement will be immediately due and payable; (ii) all licensed rights granted in this Agreement will immediately cease; and (iii) Licensee will promptly discontinue all use of the Software and Documentation in Licensee's possession or control.

4.4 Survival. The following Sections of this Agreement will remain in effect following the expiration or termination of these General Terms for any reason: 4.3 (Effects of Termination), 4.4 (Survival), 5 (Third Party Software), 8 (Ownership), 9.2 (Third-Party Software), 9.3 (Warranty Disclaimer), 10 (Limitations of Liability), 11.2 (Exceptions to Kasten Obligation), 12 (Export), 13 (Audit), and 14 (General).

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The Software, Documentation and related technical data may be subject to U.S. export control laws, including without

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regulations in other countries. Licensee shall comply with all such regulations and agrees to obtain all necessary licenses to

export, re-export, or import the Software, Documentation and related technical data.

13. AUDIT

During the term of this Agreement and for a period of one year thereafter, Kasten may, during normal business hours and

upon reasonable prior notice to Licensee, inspect the files, computer processors, equipment and facilities of Licensee to

verify Licensee's compliance with this Agreement and to ensure that the Software is being used in accordance with the

quantity and type of licenses purchased by Licensee from authorized Resellers.

14. GENERAL

14.1 No Agency. Kasten and Licensee each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (1) give either party the power to direct or control the day-to-day activities of the other; (2) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (3) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

14.2 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Licensee warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Licensee's use of the Software and Documentation including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of Software and Documentation.

14.3 Force Majeure. Except for the duty to pay money, 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, acts of God, war, governmental action, earthquakes, or any other cause which is beyond the reasonable control of such party.

14.4 Governing Law; Venue and Jurisdiction. This Agreement shall be interpreted according to the laws of the State of New York without regard to or application of choice-of-law rules or principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York County, New York and the parties hereby consent to the personal jurisdiction and venue therein.

14.5 Injunctive Relief. The parties agree that monetary damages would not be an adequate remedy for the breach of certain provisions of this Agreement, including, without limitation, all provisions concerning infringement, confidentiality and nondisclosure, or limitation on permitted use of the Software or Documentation. The parties further agree that, in the event of such breach, injunctive relief would be necessary to prevent irreparable injury. Accordingly, either party shall have the right to seek injunctive relief or similar equitable remedies to enforce such party's rights under the pertinent provisions of this Agreement, without limiting its right to pursue any other legal remedies available to it.

14.6 Entire Agreement and Waiver. This Agreement and any exhibits hereto shall constitute the entire agreement and contains all terms and conditions between Kasten and Licensee with respect to the subject matter hereof and all prior agreements, representations, and statement with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by both Kasten and Licensee. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

14.7 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered (including by facsimile), shall be deemed an original, and all of which shall constitute one and the same agreement.

14.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

14.10 Assignment. Neither party may, without the prior written consent of the other party (which shall not be unreasonably withheld), assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Notwithstanding the foregoing, Kasten may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of Licensee in connection with a merger, reorganization or sale of all or substantially all relevant assets of the assigning party; in each case provided that such successor assumes the assigning party's obligations under this Agreement.