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- a. Term. Unless terminated sooner in accordance with subparagraph (b) of this Section, this Agreement shall continue in effect for an initial term of 12 months (the "Initial Term") from the Service Date. Licensee may renew the Agreement for additional 12-month periods (each, a "Renewal Term") upon payment of the annual license fee, as determined by IEEE, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. IEEE reserves the right to modify the terms and conditions for any Renewal Term and will give Licensee notice of any such modified terms and conditions at least sixty (60) days prior to the expiration of the then-current term.
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  - (3) In addition to selecting the option set forth in Section 5(b)(1) or 5(b)(2), pay an additional license fee for access to an additional ten (10) Standards during the Renewal Term; provided, however, that the Filing Cabinet can hold no more than twenty (20) links to Standards at any time.
- c. Termination. Notwithstanding the terms of subparagraph (a) of this Section, this Agreement may be terminated as follows:
  - (1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.
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  - (4) *On Notice*. Either party may terminate this Agreement at the conclusion of the Initial Term or any Renewal Term by giving the other party written notice at least thirty (30) days prior to the expiration of the then-applicable term.

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c. Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.

d. Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

e. Severability. If any provision of this Agreement is prohibited by law or declared invalid, illegal or unenforceable, then such provision shall be severed, and all other terms of this Agreement shall remain in full force and effect.

f. Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York or in the Supreme Court of New York County, if federal jurisdiction is not available, and each party submits to the personal jurisdiction of such court.

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- (3) Notwithstanding Section 9(f), this Agreement shall be governed by and construed in accordance with Federal Law and, to the extent Federal Law does not apply, the laws of the State of New York. All of the terms and conditions set forth herein are governed by the Disputes clause (July 2002) (FAR § 52.233-1), which is hereby incorporated by reference.

h. Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

i. Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

j. Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(b), 4(a), 6, 7, 8 and 9.