

ARISING UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO LICENSEE, OR TO ANY OTHER PERSON OR ENTITY.

- b) IEA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSS OF PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER/HARDWARE FAILURE OR MALFUNCTION, LOSS OF WORK PRODUCT, OR ANY AND ALL OTHER COMMERCIAL OR NONCOMMERCIAL DAMAGES OR LOSSES WHETHER DIRECTLY OR INDIRECTLY CAUSED, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Term and Termination.

- a) Term. This Agreement shall commence upon installation of the Licensed Software and shall continue unless otherwise terminated in accordance with this Section 7.
- b) Termination. Either party may terminate this Agreement at any time upon notice to the other party.
- c) Effect of Termination. Upon termination of this Agreement: (i) the license to the Licensed Software immediately terminates; and (ii) Licensee shall cease all use of the Licensed Product, and return or destroy, all Confidential and Proprietary Information in its possession or control. Licensee shall certify to IEA in writing, within fifteen (15) days after such termination, that Licensee has complied with the foregoing sentence.

8. Survival.

The provisions contained in Sections 4, 5, 6, 7, and 10 shall survive the termination of this Agreement for any reason in accordance with their respective terms.

9. Export Regulations.

The transfer of technology across national boundaries is regulated by some Governments. Licensee shall not acquire, ship, transport, export, or re-export the Licensed Product, directly or indirectly, into any country in violation of any applicable law nor will Licensee use the Licensed Product for any purpose prohibited by such laws.

10. Miscellaneous.

- a) Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, then the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby. Furthermore, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, then such provision shall be deemed amended by limiting and reducing it so to be as close to the parties' intent while remaining valid and enforceable to the maximum extent compatible with the applicable laws of such jurisdiction, such amendment only to apply with respect to the operation of such amendment only to apply with respect to the operation of such provision in the applicable jurisdiction in which the adjudication is made.
- b) Waiver and Remedies. No waiver by either of the parties hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other covenant or condition. Except for those remedies denominated as sole and exclusive remedies in this Agreement, the remedies herein provided shall be deemed cumulative,