

and the exercise of one shall not preclude the exercise of any other remedy nor shall the specifications of remedies herein exclude any rights or remedies at law or in equity which may be available.

- c) Transferability. Licensee shall not assign, transfer or encumber the rights granted under this Agreement, in whole or in part, without obtaining the prior written consent of IEA.
- d) Governing Law. This Agreement shall be construed and interpreted and its performance shall be governed by the laws of the Netherlands, without regard to conflicts of law principles of any jurisdiction in any country throughout the world.
- e) Acknowledgement in Publications. Licensee shall include acknowledgement of IEA's ownership of the IEA'S IDB ANALYZER Software in all publications.
- f) Amendments. This Agreement may not be modified or amended except in a writing executed by authorized representatives of both parties whereupon such new documentation shall become a supplement to this Agreement.
- g) Entire Agreement. This Agreement, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other oral or written representations, statements, promises, agreements and letters or other expressions of intent of any kind with respect to the subject matter hereof between them.

BY INSTALLING THE SOFTWARE AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK "I DO NOT AGREE" AND RETURN THE LICENSED SOFTWARE TO THE ADDRESS LISTED ABOVE.