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7. TERM AND TERMINATION.

7.1 Term. The Term of this EULA and the licence granted herein shall commence upon acceptance of this EULA in accordance with the preamble paragraph set forth on the first page above.

7.2 Termination. Licensor may revoke the License and terminate this EULA immediately and without notice if Customer fails to comply with any term of this EULA. In the event of a revocation or termination, Customer must delete or destroy, as applicable, all copies of the Licensed Software from all Customer Computers on which it is installed, and all related materials and documentation (including any and all Documentation), and will, at the request of Licensor, provide Licensor written certification that all copies of the Licensed Software were deleted or destroyed in accordance with this Section 7. If any portion of the Licensed Software is held by a court of competent jurisdiction to infringe any third party intellectual property rights, then the License granted under this EULA shall immediately terminate, and Customer and its named end-users shall cease any Use of the Licensed Software without further obligation or liability to Licensor.

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8. GENERAL PROVISIONS.

8.1 Applicable Law, Venue, Jurisdiction. This EULA and all matters arising out of or relating to this EULA will be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any suit, action or proceeding arising out of or related to this EULA or any matter arising out of or relating to this EULA (including Customer's use of the Licensed Software) will be brought and maintained exclusively in, and Customer consents to submit to the personal jurisdiction of, the courts of the State of Michigan located in Oakland County or in the United States District Court for the Eastern District of Michigan. **CUSTOMER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE IN ANY SUIT, ACTION OR PROCEEDING IN THE COURTS OF THE STATE OF MICHIGAN LOCATED IN OAKLAND COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY OF THOSE COURTS THAT ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY OF THOSE COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

8.2 Invalid Provision. If any term or condition of this EULA is determined to be invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability of that term or condition will not affect any other term or condition of this EULA or invalidate or render unenforceable that term or condition in any other jurisdiction.

8.3 Entire Agreement, Amendment, Successors and Assigns, Headings, Interpretation. This EULA constitutes the sole and entire agreement of Licensor and Customer with respect to the subject matter contained in this EULA, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter contained in this EULA. Customer's additional or different terms and conditions (including those appearing on the reverse side of, or as an attachment to, a purchase order or other documents) will not apply and will be null and

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8.4 Waiver, Cumulative Remedies. No waiver by Licensor of any of the terms or provisions of this EULA will be effective unless explicitly set forth in writing and signed by Licensor. No waiver by Licensor will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by that written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from or related to this EULA by Licensor will operate or be construed as a waiver of that right, remedy, power or privilege; nor will any single or partial exercise of any right, remedy, power or privilege under this EULA by Licensor preclude an other or further exercise of that right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights and remedies of Licensor under this EULA are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise available to Licensor.

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