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(1) **Discontinuance of policy.** Should IMST, at any time discontinue their software policy, IMST will support Licensee through the current year. Licensee may continue use of the SOFTWARE after that time.

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9. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither party shall be bound by any modification of this Agreement, or by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement, or as duly set forth on or subsequent to the information hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

10. GOVERNING LAW. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the law of Germany.

11. ATTORNEY'S FEES. In the event of any suit, action or other litigation involving this Agreement, the prevailing party shall be entitled to recover such party's attorney's fees and costs of litigation incurred in connection herewith.

12. SURVIVAL. The provisions contained in Sections 5 and 6 hereof shall survive any termination of this Agreement.

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