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7. MAINTENANCE FEES. Licensee may order maintenance support while the SOFTWARE is in use by the Licensee. IMST will quote maintenance fee for the SOFTWARE and renew the appropriate code words yearly, if any are applicable. Depending on purchase order, in some cases an initial 12 months software maintenance period is part of purchase order.

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(2) Breach of License Agreement. In the event of Breach of License Agreement, IMST shall have the right to terminate the Agreement by giving Licensee five days notice of such termination, if Licensee fails to initiate steps to correct such Breach within 30 days after written notice including specific facts of such Breach. In the event of Breach of Agreement, Licensee shall immediately return the SOFTWARE to IMST at Licensee's expense.

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.

13. NOTICES. Any notice, request or statement hereunder shall be deemed to be sufficiently given or rendered to the other party, at the beginning of this Agreement or to such other address or persons such party gives notices.