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8.2 Upon termination of this Agreement Licensee will (a) immediately discontinue all use of the applicable Software and Documentation; (b) immediately delete the applicable Software and Documentation and all copies in any form, including, but not limited to, any back-up or archival copies, from its system files and storage media; and (c) will return to Recursion within ten (10) days or destroy all printed copies of the Software and Documentation. At Recursion's request, Licensee will verify in writing to Recursion that the actions set forth in (a), (b), and (c) above have been taken.

8.3 The provisions of Sections 4, 5.4, and 5.6 will survive the termination of this Agreement, as will the continuing obligations of the parties under this Section 8.

9. GENERAL PROVISIONS.

9.1 This Agreement does not create any relationship of association, partnership, joint venture or agency between the parties. Neither party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party.

9.2 This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter in this Agreement. This Agreement merges all previous discussions and negotiations between the parties and supersedes and replaces any and every other agreement, which may have existed between Recursion and Licensee with respect to the contents of this Agreement.

9.3 Except to the extent and in the manner specified in this Agreement, any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party.

9.4 The failure of either party to exercise any right granted under this Agreement, or to require the performance by the other party of any provision of this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

9.5 Licensee may not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of Recursion and the payment of license transfer fees. Recursion reserves the right to assign or transfer this Agreement or any of its rights, duties and obligations to any direct or indirect subsidiary or affiliate of Recursion.

9.6 The parties agree that no person or entity who is not a party to this Agreement will be deemed to be a third-party beneficiary or entitled to any rights under this Agreement.

9.7 All notices, requests, reports, submissions and other communications permitted or required to be given under this Agreement will be deemed to have been duly given if such notice or communication is in writing and sent by personal delivery or by airmail, cable, telegram, telex, facsimile transmission, email or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to the parties at addresses specified below until such time as either party gives the other party not less than ten (10) days' prior written notice of a change of address in accordance with the provisions of this Agreement.

9.8 If any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise



invalid or unenforceable, such provision will to such extent as it is determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement will otherwise remain in full force and effect. Furthermore, it is the intention of the parties that in lieu of such illegal, invalid, or unenforceable provision, there automatically be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9.9 Licensee may not publicize or disclose to any third party any of the terms or provisions of this Agreement, or the discussions relating to any of the contents of this Agreement, without the prior written consent of a duly authorized officer of Recursion, except as required by law. Recursion may issue press releases and other public announcements regarding its

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9.10 Any disputes or proceedings related or arising out of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas, without giving effect to its rules regarding conflicts of law. The International Convention for the Sale of Goods is expressly disclaimed. The sole and official language of this Agreement is English. The parties agree that the exclusive venue for any action arising under this Agreement will be in the state or federal courts located in Dallas, Texas, USA.