

it may be renewed as provided in this Agreement, provided however, this Agreement shall automatically renew unless Licensee notifies SCPDC in writing sixty (60) days prior to the end of the current calendar year.

9.2 TERMINATION. This Agreement may be terminated as follows:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC Software that prevents the Licensee from using the SCPDC Software to support Licensee's operations or SCPDC otherwise breaches this Agreement, Licensee shall notify SCPDC of the issue. SCPDC will have thirty (30) days to resolve the issue. If the issue cannot be resolved within the time period, this Agreement will terminate on the 1<sup>st</sup> of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) SCPDC elects to refund the Licensee Fees paid by Licensee to date.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, provisions limiting SCPDC's liability, or provisions that this Agreement does not constitute a waiver of Licensee's sovereign immunity or other immunity of Licensee and/or its agents or employees, all of which provisions will survive termination of this Agreement. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, the information stored by SCPDC as a result of Licensee's use of the SCPDC Software will be available to Licensee for twenty-four (24) months.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by certified mail, return