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7. Under no circumstances shall either party be liable to the other party or any other person for any indirect, punitive, special or consequential damages of any kind, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction or any and all other commercial damages or losses.

8. The Term of this Agreement shall commence on the Effective Date and shall continue for a period of 12 months thereafter, unless terminated earlier as herein provided. Either party may terminate this agreement upon at least 30 days written notice to the other party. Upon expiration or termination of this Agreement, Licensee's access to the Data shall cease. Any Subscription Fee paid shall be non-refundable.

9. (a) Licensor may terminate this Agreement at any time if Licensee or Licensee's employees, agents, representatives, or any other party under the control of

Licensee or within the common control of Licensee fail to comply with the terms and conditions of this Agreement, by written notice of default. Licensee agrees if such default is not cured or rectified within seven (7) days after receipt of notice, Licensor shall be entitled to immediately terminate this Agreement, discontinue Licensee's access to the Data, and pursue all available remedies.

(b) This Agreement may be terminated at the option of either party, if the other party: (i) admits in writing that it is unable to pay its debts as they become due; (ii) applies for or agrees to the appointment of a receiver or trustee in liquidation of such party or any of its properties or makes a general assignment for the benefit of its creditors, or files a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement with creditors under any bankruptcy law, or is a party against whom a petition under any bankruptcy law is filed and such party admits the material allegations in such petition filed against it; (iii) is adjudicated a bankrupt under any bankruptcy law; or (iv) dissolves or ceases to conduct business.

11. No partnership, joint venture, distributorship or other business organization or relationship of any kind is established or intended to be established other than provided herein, by this Agreement. Licensor and Licensee agree that each is independent of the other and neither shall represent to any third party that it is the agent or representative of the other.

12. This Agreement is the complete and exclusive statement of the understanding between the parties, with respect to the subject matter, superseding all prior agreements, representations, statements and proposals, oral or written. Neither party may assign this Agreement by operation of law or otherwise without the prior written consent of the other party and any purported assignment in violation hereof shall be null and void.

13. All modifications and amendments to this Agreement shall be in writing and agreed to by both parties.

14. All provisions of this Agreement relating to the protection or non-disclosure of confidential and proprietary information shall survive the expiration and termination of the Agreement and shall remain in full force and effect

15. Licensee warrants that its representative is authorized to enter into this Agreement.

16. The parties agree that this Agreement shall be governed by the laws of the State of Illinois and the exclusive jurisdiction and venue for any actions arising from or relating to this Agreement or a breach of this Agreement shall be a federal or state court in the State of Illinois.