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subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

6.3 Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software or copies thereof will (i) substantially diminish the value to IMC of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render IMC's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, IMC shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

6.4 Survival. Licensee's obligations under this Article 6 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

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No Warranty. The software and any other materials accessible hereunder are provided to you on an "as is" basis. You assume all responsibilities for selection of the software to achieve your intended results, and for the installation of, use of, and results obtained from the software. To the maximum extent permitted by applicable law, licensor disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability, quality, accuracy and fitness for licensee's purpose with respect to the software and the code. There is no warranty against interference with the enjoyment of the software, or against infringement. There is no warranty that the software, or our efforts will fulfill any of your particular purposes or needs.

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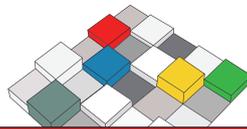
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9 DEFAULT AND TERMINATION

9.1 Events of Default. This Agreement may be terminated by the non defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 6 (Confidentiality) or makes an assignment in violation of Section 11 (Non-assignability).

9.2 Effective Date of Termination. Termination due to a material breach of Articles 1 (Grant of Rights), 3 (Copies), 5 (Protection of Software), or 6 (Confidentiality) shall be effective on giving of written notice. In all other cases, termination shall be effective thirty (30) days after giving a notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

9.3 Obligations on Termination. Within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to IMC all full or partial copies of the Software and Documentation in Licensee's possession or under its control.

10 NOTICES

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

11 NON-ASSIGNABILITY

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of IMC.

12 GOVERNING LAW; JURISDICTION AND VENUE

The laws of the country where MATRIX is sold to the Licensee shall govern this Agreement. Any dispute in connection with any action arising under this Agreement, between Licensee and Licensor, shall be subject to the jurisdiction of the courts nearest to the registered offices of the Licensor.

13 SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14 MISCELLANEOUS

This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.