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9 Termination

9.1 This Agreement is effective from the Installation Date until terminated.

9.2 This agreement will be terminated if the Licensee fails to pay any license fees due for the Commercial License. If the invoice has not been paid on the invoice due date, the Licensee will no longer have the right to Use the Software and the termination of this Agreement will be effective immediately.

9.2 In the case that Licensee is in breach of any of the provisions in this Agreement, Starcounter shall have the right to terminate this Agreement with thirty (30) days notice, and the Licensee shall have the possibility to correct such breach within the notice period.

9.3 Upon such termination, the Licensee shall delete all copies of the Software and will provide Starcounter certification of destruction of the Software, all copies thereof, and all materials and Documentation related thereto, at the request of Starcounter.

9.4 In the event of termination, Licensee shall continue to be obligated for any payments due. Termination of the license shall be in addition to and not in lieu of any equitable or other remedies available to Starcounter.

10. Disputes

10.1 This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

10.2 Alternative Dispute Resolution. The Parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation ("Disputes"), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation within sixty (60) days, then, upon the election of either party, the Disputes shall be submitted for binding arbitration.

10.3 Unresolved Disputes. Any unresolved controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm.

10.4 Each party will bear its own costs with respect to any disputes arising under this Agreement.

11. General provision

11.1 This Agreement is valid for the current version(s) of the Software released after May 24th 2019. Starcounter may amend the terms and conditions of this Agreement for any upcoming versions of the Software.

11.2 Amendments or supplements to this Agreement must be made in written form and executed by both parties hereto in order to be valid between the parties.

11.3 Licensee shall not assign or sublicense this Agreement without Starcounter's prior written consent, which consent may be withheld for any or no reason. Either party may assign all or part of its rights under this Agreement to an affiliate or to any entity that succeeds to or acquires all or substantially all of the business or assets of such party through merger, consolidation, or acquisition of stock or assets. This Agreement is binding on any permitted assignees or sub licensees.

11.4 Licensee acknowledges and accepts that information pertaining to the usage of the Licensed Software is sent to Starcounter.

11.5 The rights and obligations set forth in Sections 4 ("Ownership and Intellectual Property Rights"), 8 ("Disclaimer of Warranties, Limitation of Liability and Indemnification"), and 10 ("Disputes") shall survive the completion or termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.

11.6 In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in effect.