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- 10.1 **Term**. Subject to Section 10.3, the term of this Agreement shall be as set forth by the parties in the Academic Site License Agreement. The term may be set for either one (1) year or three (3) years commencing on the date on the License Certificate ("**Term**").
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- 10.3 Termination. COREL has the right to terminate this Agreement immediately upon notice to Licensee if Licensee is in breach of this Agreement.
- 10.4 **Effect of Termination**. Upon termination or expiration of this Agreement, at COREL's request, Licensee shall promptly, at its own cost and expense, destroy any COREL proprietary information and the Software, in all forms, including, without limitation, all summaries, copies and excerpts and those in the possession or control of its Authorised Users. At COREL's option, License shall provide written certification of its compliance with this section through its senior management. For greater certainty, failure of COREL to make such request shall not entitle Licensee to make any further use of COREL proprietary information or Software, or otherwise extend Licensee's rights set out herein, after expiration or termination of this Agreement; and Licensee specifically agrees to cease any further use thereof unless COREL and Licensee have signed a written license agreement for such use.
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- 12.2 **Remedies**. Nothing in this Agreement is intended to waive or limit any remedy available to COREL at law or in equity, including without limitation any remedy available under International copyright laws.

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- 12.3 Survival. The provisions of Sections 1, 3, 4, 6, 9, 10.4, 11 and 12 shall survive termination or expiration of this Agreement.
- 12.4 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, excluding that body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if applicable. Licensee hereby irrevocably consents and attorns to the exclusive jurisdiction of the courts of such Country. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees. Each party waives any right, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where required by law.

Schedule "A"

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