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3. Term/Termination.

User’s license hereunder shall commence upon User’s agreement hereto and payment of the applicable fees (if any) due for the selected Services, and shall continue for the Subscription Period. CFRA may terminate this Agreement upon written notice at any time and for any reason, provided such termination is effective at the end of the then-current period for which User has paid. Upon expiration or termination of this Agreement, User shall cease use of the Services and delete or destroy all data and information from the Services.

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4.2 Breach of this Agreement may cause CFRA, its affiliates and/or its licensors irreparable injury for which monetary damages are inadequate, and which may be enforced by CFRA, its affiliates or (where applicable) its licensors by means of injunctive relief without having to show harm or damages. User shall defend, indemnify and hold harmless CFRA against all damages, liabilities, and costs (including reasonable attorneys’ fees) incurred by CFRA arising from a third-party claim or litigation brought against CFRA which arises from or is related to User’s distribution, use or reliance on the Services.

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9. Miscellaneous

10.1 Governing Law. This Agreement is governed by the laws of the State of Delaware, without regard to principles of conflict of laws. The parties hereto will submit all disputes related to this Agreement to the courts in the County of New Castle in State of Delaware, and each party consents to the exclusive jurisdiction of such courts and waives any objection it may have with respect to venue or personal jurisdiction.

10.2 Assignment and Merger. In no event may User assign its rights or delegate its obligations hereunder or any portion thereof without CFRA’s prior written consent. This Agreement constitutes the sole and complete agreement between the parties with regard to its subject matter, and may not be modified or amended except by a writing signed by both parties hereto.

10.3 Waiver. No waiver of any breach of any provision of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.

10.4 Severability & Survival. If any of the provisions of this Agreement shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement. Instead, this entire Agreement shall be construed as though not containing the invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly. The provisions of this Agreement which by their nature ought reasonably to survive termination or expiration of the term shall survive any such termination or expiration and continue in full force and effect.