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9. TERMINATION.

Without prejudice to any of NovoDynamics' other rights and remedies under applicable law, NovoDynamics may, at its sole discretion, terminate this EULA if Customer fails to comply with any of the terms or conditions of this EULA. In the event this EULA is terminated, Customer must discontinue all use of the Software Product and promptly destroy all copies of the Software Product (including all components thereof) and of each Upgrade thereto.

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This EULA shall be governed by and construed under the laws of the State of Michigan, excluding that body of law related to choice of laws, and of the United States of America. NovoDynamics and Customer each irrevocably consent to the jurisdiction and venue of the appropriate courts in Washtenaw County, Michigan, or, if original jurisdiction can be established, in the United States District Court for the Eastern District of Michigan, as the forum for any relief under this EULA. NovoDynamics and Customer each stipulate that the venue referenced in this EULA is convenient.

11. USER REGISTRATION AND COMMUNICATION.

NovoDynamics reserves the right to gather end user registration, software usage, software version, hardware and Internet service provider information by means of registration as well as, if applicable, via the Internet client-server module included in the installation. This information will be used to notify customers and make decisions about technical support, product issues, upgrade notifications, and relevant marketing information. Notification to customers may be communicated to customers through aforementioned Internet client-server module included in the installation of the NovoDynamics product.

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This EULA constitutes the entire agreement and understanding of the parties regarding Customer's possession and use of the Software Product and the related subject matter hereof, and supersedes the provisions of any earlier end-user license agreement(s) applicable to any programs that constitute part of the Software Product. The headings of the Sections and subsections of this EULA are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision hereof. If any provision of this EULA (or part thereof) is determined by any court of competent jurisdiction to be void, invalid or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from this EULA, while the remaining provisions of this EULA shall continue in full force and effect. No failure or delay by either party in exercising any right, power or remedy under this EULA shall operate as a waiver of any such right, power or remedy.

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