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(a) <u>Term</u>. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the Service Date (the "Initial Term"). Licensee may renew the Agreement for additional twelve (12)-month periods, unless otherwise specified, (each, a "Renewal Term" and, together with the Initial Term, the ("Term")) upon written notice to IEEE and payment of the annual license fee, as determined by IEEE, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. In the event that Licensee elects to not renew, Licensee shall notify IEEE at least thirty (30) days prior to the Renewal Term.

(b) <u>Termination</u>. Notwithstanding Section 5(a), this Agreement may be terminated as follows:

(1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

(2) Suspension. In the event that IEEE notifies Licensee of a material breach of Section 3(c)(1), IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially reasonable efforts to limit suspension to the offending IP address or user account, to the extent that the offending IP address or user account can be reasonably ascertained under the circumstances; otherwise, IEEE reserves the right to suspend all online access to the Licensed Products by Licensee. The suspension shall remain in effect until Licensee has cured the material breach, and Licensee shall not be entitled to a refund of any fees during such suspension. If Licensee does not cure the material breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate this Agreement immediately.

(3) *Insolvency*. Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

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(h) <u>Force Majeure</u>. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, epidemics, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(i) <u>Non-Waiver</u>. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

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(k) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the later of the dates set forth below.

CRUE Universidades Españolas

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DocuSigned by: William D. O'Connor	JUAN - DNI JUAN - DNI 05363864B 05363864B Fecha: 2023.04.11 14:45:20 +02'00'
Signature:	Signature:
Name: William D. O'Connor	Name: Juan Romo Urroz
Title: Director of Customer Operations	Title: Presidente
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2	January 1, 2024 – December 31, 2024	\$4,100,000	3.80%	375	20%	89%	11%
3	January1, 2025 – December 31, 2025	\$4,210,000	2.68%	500	20%	85%	15%
Total		\$12,260,000	10.06%	1,125		89%	11%

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(a) <u>Term</u>. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the date IEEE signs this Agreement. Upon Organization's renewal of the IEL subscription, the term may be extended for an additional twelve (12) months from the date IEEE receives the subsequent amount. For the avoidance of doubt, this offer is valid for the period synchronizing with a current subscription.

(b) <u>Termination</u>. Notwithstanding Section 5(a), this Agreement may be terminated as follows:

(1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

(2) *Insolvency*. Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

5. Representations and Warranties. IEEE and Licensee each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, by-laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party; (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

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