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In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

IX. TERM

This Agreement shall continue in effect for one year commencing on the Effective Date.
X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive year term unless either party gives written notice of its intention not to renew 120 days before expiration of the current term.

Renewal Notice. Licensor will provide Licensee 120-day advance notice to the institutions participating in this Agreement.

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In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the time period, the non-breaching party shall have the right to terminate the Agreement without further notice.

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user manuals, either automatically upon occurrence of Licensor selected conditions or manually on
the command of Licensor. The contract shall be governed by California common law of contract.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly
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