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Software Name	Expected End of Service
WinDyn3.2	12/31/2031
WinDyn4.0	12/31/2031
DynPro2	6/30/2036
PowerNet	12/31/2036
DynTek	12/31/2036

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## TERM AND TERMINATION.

### Term.

Perpetual License. This Agreement shall become effective as of the effective date as stated in the License Confirmation and shall remain in effect perpetually unless terminated in accordance with this **Section 0** or sunsets in accordance with the schedule set forth in **Section 3.1(b)**.

Subscription License. This Agreement shall commence on the effective date as stated in the License Confirmation and shall remain in effect for the subscription term specified in the License Confirmation. Unless otherwise stated in the License Confirmation, the subscription term shall automatically renew for successive periods equal to the initial term unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Termination for Breach. Either Party may terminate this Agreement upon written notice if the other Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. The Parties agree that Licensee's failure to pay any Fees when due constitutes a breach of this Agreement.

Termination for Bankruptcy. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

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Force Majeure. Licensor shall not be in default of, or liable for any delay in the performance of, this Agreement by reason of any of the following: acts of God; flood, fire, tornado, explosion, or other natural or man-made disaster; epidemic, pandemic, viral or bacterial outbreak; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; governmental orders, laws, emergency proclamations, or quarantine restrictions; actions, embargoes or blockades in effect on or after the effective date as stated in the License Confirmation; action by any governmental authority or agency; unavailability or shortage of materials; unavailability or shortage of labor; strikes, labor stoppages or slowdowns or other industrial disturbances; shortage of adequate power or transportation facilities; interruptions or degradations in telecommunications, computer, network, or electronic communications systems, cyber-attacks, ransomware; and/or other events (whether or not similar in type or nature to the previously listed events) beyond the control of Licensor (each a “**Force Majeure Event**”). In the event of a Force Majeure Event, (a) Licensor’s performance under this Agreement will be postponed by such length of time as may be reasonably necessary to compensate for the delay caused by or resulting from the Force Majeure Event, and (b) at Licensor’s option, terminate this Agreement and/or cancel any order impacted by the Force Majeure Event, without liability.

Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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