



- B. Consequential Damages. UNDER NO CIRCUMSTANCES SHALL SYNOPSIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCT AND DOCUMENTATION, HOWEVER CAUSED, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
6. Term and Termination.
- A. Term. The term of the license granted hereunder shall be twelve months from the time of first use of the Licensed Product, unless terminated earlier as provided hereunder.
- B. Termination. Synopsis may terminate this Agreement if you breach or are in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) business days after receipt of written notice thereof. For the avoidance of doubt, your breach of Section 1 (Limited License Grant) shall be deemed a material breach hereof.
- C. Effect of Termination. Upon expiration or termination of this Agreement, you shall, at Synopsis' discretion, destroy or return to Synopsis all Licensed Product and related Documentation and other confidential information of Synopsis, including all copies thereof, whether in written or other tangible form, provided to you pursuant to this Agreement. You shall provide Synopsis with written notice of such return or destruction within thirty (30) days following any such expiration or termination.
- D. Survival. Sections 1A, 1B, 2, 3, 5, 6C,