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5. **TERMINATION.** Without prejudice to any other rights, the Alliance may terminate this Agreement at any time and for any reason in the Alliance's sole and exclusive discretion without penalty, cost or liability to the Alliance of any kind or any sort regardless of whether the parties are aware of such penalties, costs, or liabilities. In such event, you must destroy all copies of the Licensed Application and all of its component parts and uninstall any access capability to the Licensed Application.
6. **GOVERNING LAW.** Any action, claim, or dispute between the Parties will be governed by Arizona law, excluding its conflicts of law provisions, and controlling U.S. federal law; and the Parties agree to the exclusive jurisdiction of and venue in the state and federal courts in Maricopa County, Arizona.
7. Any terms of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.
8. The Alliance may assign this Agreement, in whole or in part, at any time.
9. All notices, requests, demands and determinations for the Alliance under this Agreement (other than routine operational communications) shall be sent to: PrePass Safety Alliance, 2929 N. Central Ave, Suite 1500, Phoenix, Arizona 85012.
10. **ENTIRE AGREEMENT.** This Agreement (including the PrePass License Agreement, as amended, which is incorporated fully herein) represents the Parties' entire understanding relating to the Licensed Application and Services and supersedes any prior or contemporaneous agreements or understandings regarding the Licensed Application and Services.