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1.5. 50% of the voting interests of the subject entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise.

1.6. "Credentials" means usernames, passwords and other log-in credentials that may be required to access or use Licensed Materials.

1.7. "Law" means all United States and non-United States applicable federal, national, state or local laws, regulations, rules, ordinances and other decrees of any governmental authority.

1.8. "License Fees" means the license fees and any other amounts payable by User as provided for in the applicable Order Form.

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1.15. "Retention Period" means, for any particular Licensed Materials, the License Term plus a period of one (1) year thereafter.

1.16. "Territory" means the fifty (50) states of the United States of America.

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3.3. User represents and warrants to CivMetrics that User's entering into this License does not conflict with or violate any other agreement to which User is a party.

4. TERM AND TERMINATION.

4.1. Term. This License shall commence on the date of User's first use of the Licensed Materials and, unless earlier terminated pursuant to this Section, shall continue for thirty (30) days. The Term shall automatically be renewed for an additional thirty (30) days unless either Party has previously provided the other Party notice of its intent not to renew and User's intent not to use the Licensed Materials; provided, however, CivMetrics may terminate this License at any time upon delivery of notice of immediate termination. This Agreement shall immediately be deemed terminated upon the initiation of any bankruptcy, insolvency, assignment for the benefit of creditors, receivership, or other similar proceeding against the User.

4.2. Effect of Termination. Upon the termination of this License User's rights to the Licensed Materials shall immediately cease.

5. LICENSE FEES AND PAYMENTS.

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5.2. Taxes. Except for taxes based upon the net income and personal property of CivMetrics, User will be solely responsible for remission to governmental authorities of any taxes or other assessments imposed by governmental authorities in connection with User's (or Authorized Users') use of or access to any Licensed Materials.

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