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- (b) Late Payments. If Subscriber fails to pay the Fees as provided in Section 3 herein, Energy Intelligence shall be entitled to interest from the day on which the Fees are due at the rate of 1.5 per cent per month, accruing daily.
- (c) Taxes. In addition to the Fees, Subscriber will pay Energy Intelligence or the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added or other taxes, including withholding tax excluding income taxes imposed on Energy Intelligence"s income. In all cases, the amounts due will be paid by Subscriber to Energy Intelligence in full without any right of set-off or deduction and the amount received by Energy Intelligence shall not be less than the aggregate Fees.

For the purpose of verifying compliance with the Standard Terms and Conditions, Energy Intelligence (and Energy Intelligence's authorized representatives) shall have the right, during normal business hours upon reasonable advance notice and without material disruption to Subscriber's business, to audit and inspect from time to time Subscriber's records (including back-up storage tapes) relevant to the EI Services and to verify the use made of and the number of Authorized Users given access to the EI Services.

- (d) Survival. The following obligations of the parties herein will survive termination or expiration of the EI Services for any reason: Sections 1(c), 1(d), 2 and 5 through 8, and any payment obligations of Subscriber that accrue prior to such termination or expiration.
- (e) No Waiver. Any failure of either party at any time to require full performance by the other party of any provision hereof will not constitute a waiver or otherwise adversely affect the right to require full performance at any time thereafter.
- (f) Injunctive Relief. If Subscriber is in ongoing violation of any provision of the Standard Terms and Conditions, Energy Intelligence will be entitled, in addition to any other rights available under the Standard Terms and Conditions, or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Subscriber acknowledges and agrees that compensatory damages are not an adequate remedy in such circumstances and covenants not to claim otherwise in response to such an action.
- (g) Remedies Cumulative. The rights and remedies under the Standard Terms and Conditions are intended to be cumulative and non-exclusive of any legal, equitable, contractual or other rights and remedies.
- (i) Enforceability. If any term or condition herein (in whole or in part) is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of the Standard Terms and Conditions, and each provision shall be valid and enforced to the fullest extent permitted by law.



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