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5. TERM; TERMINATION. This Agreement is effective for the period of time set forth in your Agreement with the web site owner hosting the DATABASES, but in no event longer than the term of the agreement between MOTOR and that web site host. MOTOR may terminate this Agreement if You do not comply with any term or condition of this Agreement. Should this Agreement terminate, You agree to destroy any data previously obtained from the DATABASES.

6. MISCELLANEOUS.
(a) This Agreement is the complete and exclusive statement between You and MOTOR relating to the subject matter hereof and supersedes all prior oral, written and/or contemporaneous negotiations, commitments and understandings of the parties.
(b) This Agreement shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in New York, New York over any suit, action or proceeding arising out of or relating to this Agreement.
(c) No delay or failure by MOTOR to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of MOTOR’s right thereafter to exercise or enforce each and every right and provision of this Agreement.
(d) If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
(e) This Agreement may only be amended, modified, suspended or canceled by a writing signed by MOTOR.

(f) This Agreement may be assigned by MOTOR, but may not be assigned by You.