

(c) Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing: (i) if there has been a material breach by Buyer of any of its representations, warranties, or covenants contained in this Agreement, Seller has notified Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach; or (ii) if the Closing shall not have occurred on or before December 31, 1998, by reason of the failure of any condition precedent under Section 8.2 hereof (unless the failure results primarily from Seller breaching any representation, warranty, or covenant contained in this Agreement).

10.2. Effect of Termination. If either party terminates this Agreement pursuant to Section 10.1 above, all rights and obligations of Seller and Buyer hereunder shall terminate without any liability of either party to the other (except for any liability of any party then in breach and except for any continuing obligations under the Confidentiality Agreement attached hereto as Exhibit IX)

11. MISCELLANEOUS.

11.1. No Third-Party Beneficiaries. Except for Sections 9.4 and 9.5 which are intended to benefit and be enforceable by any of the Seller Indemnified Parties and Buyer Indemnified Parties, as the case may be, this Agreement does not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns

11.2. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related or relate in any way to the subject matter hereof.

11.3. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign either this Agreement or any of the party's rights, interests, or obligations hereunder without the prior