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The preamble is part of the present Agreement.

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Either party may terminate this Agreement upon written notice to the other party without advance notice if the other party materially breaches the terms of this Agreement and such default continues uncorrected for a period of ten (10) days after notice in writing thereof to such other party.

7.2 Bankruptcy or Insolvency

The fact that one of the parties becomes insolvent or is adjudged bankrupt; makes a proposal for the benefit of its creditors; has a receiver appointed; files a petition of bankruptcy; initiates reorganization proceedings; causes or permits to occur any similar event under the laws of its domicile; or ceases to conduct its operations in normal course of business; or is wound up will be interpreted as a default under the terms of the present Agreement.

7.3 Effect of termination

7.3.1 License. Upon termination, all licenses granted pursuant to this Agreement and any Maintenance and Support Agreement executed by both parties will cease.

7.3.2 Return and Destruction of Proprietary Information. Licensee will immediately return to InnovMetric Software Inc. the Licensed Products and all whole or partial copies thereof, including all back-up copies, modifications and documentation thereof and purge all copies of the Licensed Products from all computer processors or storage media on which Licensee has installed or permitted others to install Licensed Products. Licensee will certify in writing to InnovMetric Software Inc. no later than thirty (30) days after termination that it has entirely complied with this requirement and that no Proprietary Information remains in its possession.

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If to InnovMetric Software Inc.: InnovMetric Software Inc., 2014 Cyrille-Duquet, Suite 310, Quebec, Quebec, Canada, G1N 4N6, tel: (418) 688-2061, fax (418) 688-3001.

If to Licensee: Current address of Licensee as mentioned on the purchase order or as otherwise specified by Licensee.

9.2 Waiver

No delay or failure of either party in exercising any right and no partial single exercise of any right shall be deemed to constitute a waiver of that right or any other right under this Agreement. No action arising out of this Agreement, regardless of form, may be brought by either party more than one (1) year after the cause of action has accrued.

9.3 Severability

If any provision, or portion thereof, of this Agreement is declared invalid by a Court of law or is unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted.

9.4 No Assignment

The rights of Licensee under this Agreement may not be assigned, in whole or in part, and any attempted assignment of rights, duties or obligations hereunder without such consent shall be null and void.

9.5 Amendment and Modifications

This Agreement may not be amended, altered, or modified and no right hereunder may be waived except by a written agreement signed by authorized representatives of the parties.

9.6 Entire Understanding

This Agreement sets forth the entire understanding between the parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, express or implied, with respect thereto.

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