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This Agreement and the license may be terminated without fee reduction (i) by Licensee without cause on thirty (30) days' notice; (ii) by Company, in addition to other remedies, if Licensee is in default and fails to cure within thirty (30) days following notice; (iii) on notice by either party hereto if the other party ceases to do business in the normal course, becomes insolvent, or becomes subject to any bankruptcy, insolvency, or equivalent proceedings. Upon termination for any reason, Licensee shall immediately return Software and all copies to Company and delete all Software and all copies from the Designated Equipment.

14. Non-Waiver.

The delay or failure of either party to exercise any right provided in the Agreement shall not be deemed a waiver. If any provision is held invalid, all others shall remain in force.

15. Choice of Law.

This Agreement, interpretation of this Agreement and any claims or disputes arising out of this Agreement shall be governed by the laws of the State of Massachusetts, exclusive of its conflicts of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Any suit arising out of or relating to this Agreement shall be exclusively brought in the federal or state courts located in Middlesex County, Massachusetts, USA. Any action against Company under this Agreement must be commenced within one year after such cause of action accrues.

16. Notice.

All notices that are required under this Agreement will be in writing and will be considered effective upon receipt, provided that there is proof of delivery by a third party or written acknowledgement by the recipient. The notices addressed to Company shall be sent to its address set out above. The notices addressed to Licensee shall be sent to its address set forth in the applicable price quotation.

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