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11. Termination

- (a) The Licensor may by notice in writing to the Licensee terminate this License Agreement and the corresponding License if any of the following events shall occur, viz.:
- (i) If the Licensee is in breach of any term, condition or provision of this License Agreement or any requirement under applicable law.
 - (ii) If the Licensee, being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of Section 123 of the Directors Act 1986 to be unable to pay its debts.
 - (iii) If the Licensee, being an individual shall die or, being a firm or partnership, shall be dissolved or in any case, shall commit any act of bankruptcy or have a receiving order made against him/it or shall make or negotiate for any composition or arrangement with or assignment for the benefit of his/it creditors.
- (b) Termination, however or whenever occurring, shall not negate or modify any rights and remedies the Licensor may have under this License Agreement or in law or equity.

12. Waiver

Failure or neglect by the Licensor to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Licensor's rights hereunder nor in any way affect the validity of the whole or any part of this License Agreement nor prejudice the Licensor's rights to take subsequent action.

13. Headings

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this License Agreement.

14. Severability

In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

15. Governing Law

This Agreement and the parties' performance under it are governed by the laws of the state in which the Licensee location is situated.

16. Assignment and Delegating

Licensee's rights and obligations under this License Agreement may not be assigned, delegated, or subcontracted by Licensee in whole or in part without the prior written consent of Licensor.

17. Notices

Any notices required or permitted to be given under this Agreement shall be in writing and shall be served personally, delivered by certified mail or commercial overnight delivery, postage prepaid with a return receipt requested, and addressed to the other party at the addresses set forth on page one of this License Agreement (or to such other persons or places as a party may designate in writing):

18. Successors, Heirs and Assigns

This License Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs and assigns.

19. Additional Provisions Specific to this Agreement.

If the box is marked, the parties have agreed to additional provisions specific to this Agreement. Such provisions are set forth in an Amendment to this Agreement signed by both parties.

20. Entire Agreement

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