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- Upon termination of this Agreement, Licensee shall immediately cease to use Licensed Software Product, return
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  or control.
- c. Notwithstanding the foregoing, Articles 1, 2.b, 2.c, 5, 6.b, 7-11, 12.c, 13-16 shall survive any expiration or termination of this Agreement. Expiration or termination of this Agreement does not affect either party's rights accrued and obligations incurred before expiration or termination.

### 13. ENTIRE AGREEMENT

a. This Agreement constitutes the entire agreement of the parties with respect to subject matter hereof, and supersedes any and all prior oral or written agreements, representations and understanding

### 14. GOVERNING LAW AND JURISDICTION

- a. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- b. Any dispute arising out of this Agreement shall be referred to Hong Kong International Arbitration Centre and finally resolved by arbitration in Hong Kong, under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted.

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