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- a. Each Party may terminate this Agreement if the other party (i) fails to cure its breach of this Agreement within fifteen (15) days after receipt of the non-breaching party's written notice, (ii) commits material breach of this Agreement, or (iii) is in a critical financial situation (such as in an insolvency, receivership or bankruptcy proceedings, making an assignment for the benefit of creditors) or dissolves or ceases to do business.
- Upon termination of this Agreement, Licensee shall immediately cease to use Licensed Software Product, return
 or destroy any copy of Licensed Software Product, Documentation and Confidential Information, in its possession
 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

- 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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16. MISCELLANEOUS

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- b. Amendment or modification of this Agreement shall be made in writing by the parties.
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- e. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated
- f. The heading of article herein is solely for convenience of reference only; in no event shall it control the meaning or interpretation of any provision of this Agreement.

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