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- 8.7 If the force majeure has lasted for more than sixty days, either party will be entitled to terminate the Agreement by written notification with immediate effect, without any obligation to compensate the other party for any damages the non-terminating party may suffer as a result.

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- 10.2 Licensee may terminate the Agreement at any time by providing written notice of termination to Licensor.
- 10.3 The Agreement terminates automatically when Licensee is no longer in possession of any valid License Keys, and furthermore three (3) months after Licensor has provided notice to Licensee that the Licensed Software will gain "end of life" status.

- 10.4 In case a party blamefully fails to comply with the material obligations under the Agreement, the other party may terminate the Agreement at any time, but only after the party that failed to comply has not remedied the failure within a reasonable time period after having received a written notice of default that is adequate and as detailed as possible.
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  - b) if a petition for bankruptcy has been filed with respect to the other party and the petition has not been revoked within seven days;
  - c) if the other party files for bankruptcy itself; or
  - d) if the other party's enterprise is dissolved or terminated, except for the Authorized Purpose of a merger with or absorption by another Licensee.
- 10.6 In case of termination of the Agreement, regardless of cause and regardless of who initiated the termination, Licensee shall delete or return to Licensor all copies of the Licensed Software, Licensed Fonts, Updates and Documentation in its possession as soon as is practicable.
- 10.7 Any invoices sent before the date of termination will remain due and in full effect and will become immediately payable on termination. Upon termination Licensor shall send a final invoice for any amounts due but not yet invoiced.
- 10.8 If Licensee is a consumer, Licensee may terminate the Agreement as per article 7:46d of the Dutch Civil Code within seven working days after the Effective Date, however only if the Licensed Software has not been installed during this period. All fees paid by Licensee will be refunded within 30 days after the date of termination under this clause 10.8.
- 10.9 The following clauses shall survive the termination of this Agreement: articles 7, 8 and 13.

## **Article 11. Assignment of agreement**

- 11.1 The Agreement shall not be assigned or otherwise transferred by Licensee without the prior written consent of Licensor, which shall not be unreasonably withheld. Any such assignment without such consent will be null and void.
- 11.2 No consent of Licensor is necessary for an assignment or transfer of the Agreement to any Affiliate of Licensee or any third party that succeeds to substantially all of Licensee's business.
- 11.3 Licensor is entitled to assign or transfer all or part of the Agreement to any of its Affiliates or to any third party without consent of Licensee.
- 11.4 This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

## **Article 12. Revision of the agreement**

- 12.1 The Agreement may only be modified by a written document executed by the parties.
- 12.2 Licensor has the right to adapt or add to the Agreement at any time after the first twelve months that the Agreement is in force. Such adapted or additional terms shall enter into force two months after communication thereof to Licensee.

12.3 If Licensee does not wish to accept an adapted or additional term, Licensee must terminate the Agreement within these two months. Failure to do so constitutes acceptance of such terms.

## **Article 13. Miscellaneous terms**

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- 13.6 In the event that any one or more of the provisions of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement, and the Agreement shall be construed as if the challenged provision had never been contained herein. The parties further agree that in the event such provision is an essential part of this Agreement, they will immediately begin negotiations for a suitable replacement provision.
- 13.7 The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 13.8 Neither party may bring an action, regardless of cause or form, arising out of or related to this Agreement more than one year after the date of discovery of the cause of action or the date of termination of this Agreement, whichever is earlier.
- 13.9 Any requirement for a "written" statement can be fulfilled by using a digitized version communicated by electronic means such as facsimile or e-mail, provided the identity of the sender and integrity of such electronic means can be determined with sufficient certainty.
- 13.10 The section headings in this Agreement are for convenience only and shall not be used in construing or interpreting any of its terms.

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