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8.1. This Agreement may be terminated by the non-defaulting party if any of the following events of default shall occur: (1) Any breach of the provisions of Article 1 (Grant of License), 4 (Protection of Software), 5 (Confidentiality) or 10 (Non-Assignability) (hereinafter – "**Material Breach**"); (2) the failure by either party to comply with any other provision hereof.

8.2. Termination due to a Material Breach shall be effective upon the provision of written notice, whereas any other termination shall be effective thirty (30) days following the provision of written notice to the defaulting party provided the notified defaults have not been cured within such thirty (30) day period.

8.3. Within ten (10) days following the effective date of any termination of this Agreement, Licensee shall uninstall, cease and desist all use of the Software and Documentation and shall return to IMC all full or partial copies of the Software and Documentation maintained in Licensee's possession or under its effective control.

9. NOTICES

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above - if given to IMC, or to such official or publicly known address – if given to Licensee, or otherwise addressed as either party may designate by written notice to the other.

10. NON-ASSIGNABILITY

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of IMC.

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Unless otherwise explicitly determined by the parties in writing, including within any commercial agreement made in connection with the provision of the Matrix to Licensee, (i) this Agreement shall be governed by and construed in accordance with the laws of the country in which the Matrix is sold to the Licensee, and (ii) any dispute arising out of or in connection with this Agreement shall be subject to the jurisdiction of the courts nearest to the registered offices of IMC or its designated local affiliate who has brought to consummation the transaction contemplated by this Agreement. However, the foregoing shall not restrict IMC's right to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

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