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10. TERMINATION.

10.1 License Term. This EULA will terminate in its entirety upon the termination of the License Term, unless terminated earlier under this Section 10.

10.2 Termination for Breach. EDC International may terminate this EULA in its entirety effective immediately upon written notice to You if: (a) You breach any provision in Section 3 and do not cure the breach within ten (10) days after receiving written notice thereof from EDC International; (b) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from EDC International that payment is past due; (c) You breach any other provision of this EULA and don't not cure the breach within thirty (30) days

after receiving written notice thereof from EDC International; or (d) You commit a material breach that is not capable of being cured.

10.3 Termination for Insolvency. EDC International may terminate this EULA in its entirety effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

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11.1 Definition. “Confidential Information” means information or materials provided by one party (“Discloser”) to the other party (“Recipient”) which are in tangible form and labeled “confidential” or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) Software and Documentation; (b) information regarding EDC International’s pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

11.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties’ ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the EULA and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

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11.4 Data Privacy. You agree that EDC International may process technical and related information about Your use of the Software and Documentation which may include internet

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12.1 Assignment. This EULA and any Orders, and any of Your rights or obligations thereunder, may not be assigned, subcontracted or transferred by You, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of EDC International. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12.2 Notices. Any notice delivered by EDC International to You under this EULA will be delivered via mail, email or fax.

12.3 Waiver. The waiver of a breach of any provision of this EULA shall not constitute a waiver of any other provision or any subsequent breach.

12.4 Severability. If any provision of this EULA is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this EULA will remain in full force and effect.

12.5 Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word ‘including’ means “including but not limited to.”

12.6 Governing Law. This EULA is governed by the laws of New Zealand, unless mandated by other law. The United Nations Convention for the International Sale of Goods shall not apply.

12.7 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

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12.9 Entire Agreement. This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.

12.10 Contact Information. Please direct legal notices or other correspondence to EDC International, checkwmipius@edcint.co.nz