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7. Termination

7.1. This Agreement shall commence once the Licensee has agreed to this Agreement, by clicking the "I agree button" and shall continue unless otherwise terminated in accordance with this Section 7.

7.2. Either party may terminate this Agreement at any time upon notice in writing to the other party.

7.3. Upon termination of this Agreement:

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(ii) Licensee shall cease all use of the Licensed Product, and return or destroy, all Confidential and Proprietary Information in its possession or control. Licensee shall certify to IEA in writing, within fifteen (15) days after such termination, that Licensee has complied with the foregoing sentence.

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10.2. No waiver by either of the parties hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other covenant or condition. Except for those remedies denominated as sole and exclusive remedies in this Agreement, the remedies herein provided shall be deemed cumulative, and the exercise of one shall not preclude the exercise of any other remedy nor shall the specifications of remedies herein exclude any rights or remedies at law or in equity which may be available.

10.3. Licensee shall not assign, transfer or encumber the rights granted under this Agreement, in whole or in part, without obtaining the prior written consent of IEA.

10.4. This Agreement shall be construed and interpreted and its performance shall be governed by the laws of the Netherlands, without regard to conflicts of law principles of any jurisdiction in any country throughout the world.

10.5. Any dispute or claim arising out of or in connection with this Agreement shall be finally settled by the Court of Amsterdam

10.6. This Agreement may not be modified or amended except in a writing executed by authorized representatives of both parties whereupon such new documentation shall become a supplement to this Agreement.

10.7. This Agreement, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other oral or written representations, statements, promises, agreements and letters or other expressions of intent of any kind with respect to the subject matter hereof between them.