HEXAGON TECHNOLOGY CENTER GMBH

End User License Agreement

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(2) Licensee is in default of any other provision hereof and such default has not been cured within ten (10) days after Licensor learns of the default and gives Licensee written notice thereof; or

(3) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law; or

(4) Licensee attempts to assign or sublicense its rights under this license.

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(3) Cease performance of all of Licensor's obligations hereunder without liability to Licensee; and

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(i) Any controversy or claim arising out of or relating to this Agreement or its subject
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(j) During this Agreement's term, Licensee agrees to regularly back-up its data on a separate medium. Licensee acknowledges that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Licensed Products or the provision of services under this Agreement.

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