

Design/CPN – Sublicense Agreement

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3 Termination of License

- 3.1 *Termination.* Licensor has the right to terminate this Agreement at any time upon three hundred and sixty (360) calendar days notice to Sublicensee. Sublicensee may terminate this agreement at any time upon thirty (30) days prior written notice to Licensor.
- 3.2 *Effect of Termination.* Upon termination, Sublicensee shall immediately cease all use of the Sublicensed Product and return or destroy all such copies and all portions thereof and so certify in writing to Licensor. Neither party will be liable to the other for damages of any sort solely as a result of terminating this Agreement in accordance with its terms, and the termination of this Agreement will be without prejudice to any other rights or remedy of either party. The provisions of Sections 4 and 5 shall survive any termination or expiration of this Agreement.

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5. General Provisions

- 5.1 *Assignment.* This Agreement may not be assigned by Sublicensee.
- 5.2 *Notices.* Any notice required hereunder shall be in writing and will be deemed to have been duly given if delivered personally, by facsimile, or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties set forth in this Agreement.
- 5.3 *No Waiver.* Failure by either party to enforce any provisions of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 5.4 *Severability.* If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

5.5 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorised representative of both parties.

IN WITNESS WHEREOF, the Sublicensee has caused this Agreement to be executed by its duly authorised representative:

Signature:
Name (print):
Title: