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5. TERM AND TERMINATION.

The term of this Agreement shall be for an initial period of one (1) year from the effective date of this Agreement. Upon expiration, this Agreement may be renewed upon mutual agreement for additional one-year terms, unless this Agreement is sooner terminated (a) by either party without cause upon giving the other party at least sixty (60) days prior written notice of termination, or (b) upon increase in the license fee (see Section 4), or (c) upon sixty (60) days written notice following the commission of any material breach of this Agreement that remains uncured during the notice period. Both parties understand that failure to pay license fees when due is, without limitation, a material breach of this Agreement.

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Licensee may not assign this Agreement without the prior written consent of Licensor.

8. GOVERNING LAW.

This Agreement and the performance under it shall be deemed made in and construed in accordance with the laws of the State of California.

9. FORCE MAJEURE.

Neither party shall be liable or considered in default under this Agreement when the delay of performance is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including failure of suppliers, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, insurrection, and war, provided the party invoking this Article immediately provides notice thereof to the other and does everything reasonably possible to resume its performance hereunder.

10. NOTICES.

Any notices or other communications required under this Agreement shall be in writing and sent to the parties at the addresses set forth below:

If to Licensee:

Address and contact person given on HAPI's on-screen order form.

If to Licensor:

Latin American Center
ATTENTION: Orchid Mazurkiewicz, Director, HAPI
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Orchid Mazurkiewicz
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Date