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## **Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

## **Termination**

Licenses subject to this Agreement will be forfeited if you fail to comply with any of the terms of this Agreement or are in breach of this Agreement.

## **Nondisclosure of Confidential Information**

"Confidential Information" means all non-public, confidential or proprietary information, in whatever form or medium, by one party to the other party or its affiliates, or to any of such party's or its affiliates' employees officers, directors, partners, members, shareholders, agents, attorneys, accountants, contractors or advisors, and shall include, but not be limited to, the Software licensed by Dark Vortex to you, information relating to a party's business concepts, non- public or personal information about customers, merchandising methods, ideas, processes, formulas, data programs, know-how, improvements, discoveries, business plans, financial information and

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Dark Vortex and you agree that the Receiving Party will not be in breach of this section by using or disclosing Confidential Information if the Receiving Party demonstrates that the information used or disclosed (a) is generally available to the public other than as a result of a disclosure by the Receiving Party or an employee, agent and representative of the Receiving Party; (b) was received by the Receiving Party from a third party without any limitations on use or disclosure; or (c) was independently developed by the Receiving Party without use of the Confidential Information.

Dark Vortex and you agree that upon the request of the Disclosing Party, the Receiving Party will (a) promptly return to the Disclosing Party all materials furnished by the Disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Receiving Party, and provide written certification that all such Confidential Information has been returned to the Disclosing Party, or (b) promptly destroy all materials furnished by the Disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Receiving Party, and provide written certification that all such Confidential Information has been destroyed by the Receiving Party.

Dark Vortex and you acknowledge and agree that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, each Party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

## **Miscellaneous**

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