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11. **Termination.** Either party may terminate this Agreement (a) upon thirty (30) days prior written notice to the other party (b) upon ten (10) days prior written notice if the other party has materially breached this Agreement and has not cured the same within the ten (10) day notice period, or (c) immediately upon written notice in the event of (i) the bankruptcy, insolvency, or placing of the

assets or the business of the other party in the hands of a receiver or trustee, (ii) the filing of a petition for bankruptcy or reorganization by or against the other party, or (iii) the dissolution or liquidation of the other party. A termination of this Agreement shall result in the automatic contemporaneous termination of the then current Subscription Term.

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15. **Governing Law.** The Agreement has been made in and will be construed and enforced solely in accordance with the laws of Oklahoma. Any dispute, controversy, or claim between the parties arising out of or in connection with the Agreement as to its conclusion, existence, validity, interpretation, performance, or non-performance, breach, termination, and the assessment of damages including claims in tort whether arising before or after the termination of the Agreement shall be resolved in accordance with this Agreement. Accordingly, Licensee agrees that any action to enforce this Agreement will be brought solely in the federal or state courts located in Tulsa, Oklahoma, and all parties to this Agreement expressly agree to be subject to the exclusive jurisdiction of such courts.
16. **Miscellaneous.** The parties agree that this Agreement is for the benefit of the parties hereto. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or

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