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- C. Voluntarily or involuntarily suspends, terminates, winds-up, or liquidates its business, becomes subject to any bankruptcy or insolvency proceeding under applicable law; or becomes insolvent or subject to direct control by a trustee, receiver, or similar authority, then, upon the occurrence of such event (each, an "Event of Default"), the other party may terminate this Agreement by giving notice of such termination to the defaulting party and/or may exercise any and all rights and remedies under this Agreement, at law, or in equity.

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