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This Agreement may be terminated in whole or in part at MSA's option if: (i) You cease to carry on business; (ii) You file a voluntary petition in bankruptcy or insolvency or petitions for reorganization under any bankruptcy law (and such is not dismissed within ten (10) days); (iii) You consent to involuntary petition in bankruptcy or if a receiving order is given against You under the *Bankruptcy and Insolvency Act* (Canada) or the comparable law of any other jurisdiction (and such is not dismissed within ten (10) days); (iv) there is entered an order, judgment, or decree by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee, or liquidator of all or a substantial part of Your assets and such order, judgment, or decree continues in effect for a period of thirty (30) days, if You are diligently appealing such order, judgment, or decree; or (v) any other event similar in nature or legal effect to a bankruptcy or insolvency affecting You, generally recognized in Your jurisdiction(s) of incorporation and operation.

Governing Law and Attornment

This Software License Agreement is governed by the laws of the Province of Ontario, Canada. Each of the parties here to irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of Toronto, Province of Ontario.

Miscellaneous

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