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11.3 Return of Materials. Upon termination of a Software License or these License Terms by Quanergy for any reason, Licensee shall cease all use of the Software, Modifications and Documentation and shall promptly return or destroy all Documentation and Confidential Information of Quanergy relating to that Software, to the extent that such Documentation or Confidential Information is capable of being returned or destroyed.

12. Miscellaneous.

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12.3 Waiver. No waiver of any breach of any provision of these License Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

12.4 Force Majeure. Neither Party shall be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications interruption, acts of God or any other failure, interruption or error not directly caused by such Party.

12.5 No Third Party Beneficiaries. The Parties do not intend, nor will any provision of these License Terms be interpreted, to create third Party beneficiary rights.

12.7 Severability. If for any reason a court of competent jurisdiction finds these License Terms, or a portion thereof, to be unenforceable, that provision of these License Terms will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of these License Terms will continue in full force and effect.

12.8 Remedies Cumulative. Unless otherwise provided for under these License Terms, all rights of termination or cancellation, or other remedies set forth in these License Terms, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any of these License Terms. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of these License Terms.

12.9 Notices. Notices shall be given in writing to the address stated above, or to such other address as shall be given by either Party to the other in writing. Any notice involving non-performance, termination, or renewal shall be sent by recognized overnight courier or by certified mail, return receipt requested. All other notices may additionally be sent by fax or e-mail with a confirmation of receipt. All notices shall be deemed to have been given and received on the date of actual delivery (except that faxes and e-mails sent on a non-business day will be deemed received upon confirmation of receipt).

12.10 Survival of Terms. Sections 1.3, 3, 5, 6, 7, 8, 9, 11.3, and 12.