

(b) if the other party breaches any material provision of this Agreement and fails to cure such breach within [***] ([***)] days of written notice describing the breach, except that an undisputed breach of the payment provision of this Agreement must be cured within [***] ([***)] day of written notice describing the breach; or

(c) if the other becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, presents a petition or has a petition presented by a creditor for its winding up, or enters into any liquidation or call any meeting of its creditors, or admits in writing that it is unable to pay its debts as they mature, or if a receiver or examiner is appointed for a substantial part of its assets.

11.4 Consequences of Termination.

(a) Upon any termination or expiration of this Agreement, unless otherwise agreed to by the parties, CCC shall continue to fulfill, subject to the terms of this Agreement, all Purchase Orders placed by Nevro and accepted by CCC in accordance with this Agreement prior to the effective date of termination or expiration. Notwithstanding the foregoing, if this Agreement is terminated by CCC in accordance with Section 11.3, then CCC shall not be required to fulfill its obligations on any Purchase Orders. Furthermore, CCC shall promptly turn over to Nevro all Products (and Nevro shall pay for such Products at the then-current price) and the Specifications, whether or not completed, and both parties shall promptly turn over to the respective party the Confidential Information of such party.

11.5 Accrued Rights. Termination or expiration of this Agreement for any reason will not affect the rights and obligations of the parties accrued prior to the effective date of the termination or expiration of this Agreement.

11.6 Survival. The following Articles and Sections of this Agreement shall survive its termination or expiration: Articles 1, 4 (solely to the extent payment obligations remain after the effective date of such termination or expiration), 9, 10, 11, 12, 13, 14, 15, 16 and 17 and Sections 6.4 and 8.3 and 8.4.

11.7 Last Time Buy. In the event of any termination (excluding CCC's termination pursuant to Section 11.3 or termination pursuant to Section 11.2) or non-renewal of this Agreement, Nevro shall have the option to make a Last Time Buy. If Nevro provides the notice of termination, then Nevro must provide the Last Time Buy order at the same time it provides the notice of termination. If CCC provides the notice of termination under Section 11.1, then Nevro must provide the Last Time Buy order at least [***] ([***)] months prior to the effective date of termination and must take delivery of such Last Time Buy within [***] ([***)] months of such order. Any Last Time Buy under Section 11.1 or Section 11.2 will be subject to a price increase equal to [***] (i.e., [***]), provided that such incremental costs shall not exceed [***]% of the price of the applicable Products. CCC shall provide invoices and other reasonably detailed documentation to demonstrate the amount of such costs.

[***] Certain information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.