

## GENERAL TERMS AND CONDITIONS

### (‘GTC’)

#### 1. DEFINITIONS

In addition to the terms defined elsewhere in the Agreement all capitalized terms have the meaning as set out below in these General Terms and Conditions:

**Agreement** means the terms and conditions as agreed and signed by the Parties including all applicable Annexes and these GTCs, as amended from time to time by the Parties according to the terms herein.

**Business Day** means a day on which banks are generally open for business in Brussels.

**Confidential Information** means any written, oral or visual information of a non-public, confidential or proprietary nature, disclosed by the disclosing Party to the receiving Party whether of commercial, financial or technical nature, customer-, supplier-, product- or production-related or otherwise, including , but not limited to, the content of this Agreement, samples and information relating to, specifications, THEOplayer, patent applications, process designs, process models, materials and ideas, disclosed by the disclosing Party to the receiving Party.

**Control** means the power, factual or by law, to exercise a decisive influence on the designation of the majority of the directors of a company, or on its management. Notably, there is legal control when it results from the possession of the majority of the voting rights linked to the shares of the controlled company.

**Intellectual Property Rights** means any intellectual property and proprietary rights, including , but not limited to, copyrights, moral rights, works of authorship, trade and service marks, trade names, rights in logos and get-up, inventions and discoveries, Confidential Information, trade secrets and Know-How, registered designs, design rights, patents, utility models, all rights of whatsoever nature in computer software and data, source code, database rights all intangible rights and privileges of nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world.

**Know-How** means any information relating to commercial, scientific and technical matters, inventions and trade secrets, including but not limited to any patentable technical or other information which is not in the public domain including information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, reports and data analyses.

**License Fee** has the meaning as set out in Clause 3 GTC (License Fee) and can be the entire sum or only parts or elements of it.

**SDK** means a software development kit which is a set of software development tools that allows the creation of applications for a certain software package, video service platforms, software framework, or similar development platform.

**Taxes** means any value-added tax (VAT), sales tax, income tax, consumption tax or any other similar applicable tax, duty, fee, levy or other governmental charge, customs duties and other levies.

**Technical Onboarding Support** means remote support via email or phone on a best effort basis by a technical representative of Licensor with the objective to provide guidance and support to Licensee for technical onboarding and how-to questions related to API usage and configuration inquiries.

**THEOplayer** means a set of SDKs for various platforms written and developed by the Licensor that provides support for playback and related functionalities for HTTP Live streaming (HLS) or MPEG-DASH streams including any related software, source and object code, deliverables, technology and related resources and relevant Documentation provided and/or created, made or developed in connection with this Agreement.

**Updates** means all updates, modifications and releases of new versions of THEOplayer containing improvements, corrections, minor modifications, bug fixes, patches, or the like that have been publicly announced by the Licensor on its website.

**Upgrades** shall mean all modifications, new features, enhancements, releases of new versions of THEOplayer and similar developments of it which have not been announced already as Updates by Licensor on its website. Such Upgrades may be subject to additional charge and require a separate agreement by the Parties and/or are specifically designed for or requested by Licensee.

#### 2. GRANT OF LICENSE

##### 2.1. License

The Licensor grants to the Licensee, and the Licensee accepts from the Licensor the right to use THEOplayer to the extent as defined in the Agreement (**License**). Any other use requires the prior written consent of Licensor.

Save for the License granted under the Agreement, Licensee shall not otherwise without prior written consent of Licensor:

- modify, create any derivative work of, or incorporate into any other product THEOplayer or any portion thereof;
- market, transfer, disclose rent, lease, lend, sell, copy, redistribute or sublicense THEOplayer by itself or with other unauthorized software to any other third party or in combination with third party products.

##### 2.2. Reverse Engineering and Modifications

Unless agreed by Parties in writing or if the enforcement of this provision is prohibited by applicable law, Licensee shall not under any circumstances attempt, or knowingly cause or permit others to attempt to modify, adapt, port, merge, decompile, disassemble, reverse engineer, decipher, decrypt or otherwise discover the source code or any other parts of the mechanisms and algorithms used by THEOplayer nor remove restrictions or create derivative works of THEOplayer or of any part of THEOplayer. The Licensee may not alter, modify, adapt, port or merge THEOplayer or any part thereof.

### 2.3. Ownership

The Licensee recognizes that all rights, title and interests in and to any and all worldwide Intellectual Property Rights and Know-How related to THEOplayer and Documentation shall remain the property of Licensor or its suppliers. Unless otherwise agreed upon between the Parties, any Intellectual Property Rights in any Updates, Upgrades, enhancements, customization, modifications, inventions, developments, improvements thereof of any kind to, in, or that otherwise relate to THEOplayer, including any derivative work or results of services during, before or after the Term of this Agreement, either specific to Licensee, its customer or in general in connection with this Agreement or arising out of the business relationship between the Parties shall solely and exclusively belong to or be transferred to Licensor through assignment, entitlement or otherwise, including the entire right, title and interest. For this purpose, Licensor shall also have the right to file and prosecute at its own expenses any patent application on the same above, in any country, region or jurisdiction in the world in its own name or on behalf of Licensee, as the case may be.

Licensee shall not have the right to claim and will not undertake or try to obtain, register or apply for any Intellectual Property Rights or other rights in or to THEO Resources anywhere in the world. Licensee shall not do anything that might misrepresent, change or otherwise compromises the ownership or proprietary rights of Licensor or its suppliers under this Agreement. Licensee shall not take any actions that would amount to an exhaustion of Licensor's or its suppliers Intellectual Property Rights.

## 3. LICENSE FEE AND INVOICING

### 3.1. License Fee

3.1.1. The Licensee shall pay to the Licensor a periodically recurring license fee as defined and structured in the Agreement (the **License Fee**).

3.1.2. The Licensor shall provide full functionality of THEOplayer, if Licensee has paid the License Fee in accordance with the Agreement. The Licensor is entitled to suspend the Activation of THEOplayer until full payment of the relevant invoice without additional prior written notice.

3.1.3. Considering the fair market value of THEOplayer, Licensor may adjust the structure and amount of the License Fee:

- a) at the end of a contractual Term, in case of any renewal or extension of the then current Term of the Agreement subject to a yearly re-evaluation of the License Fee by Licensor and as agreed by the Parties;
- b) at any time, in case Parties have agreed a specific Upgrade of THEOplayer;
- c) except for the first three (3) months after Activation, at any time upon one (1) month prior written notice, provided Licensor demonstrates extraordinary changes on the market of more than four (4) % ("Price Alignment") including but not limited to, a specific cost component increase, currency fluctuation, higher or additional royalty commitments, provided such Price Alignment is proportionate to such additional costs. If a Price Alignment results in an increase by more than thirty (30) % of the then applicable License Fee, Licensee is entitled to terminate this Agreement for cause with the effective date of such Price Alignment.

However, any adjustment of the License Fee shall not be retroactive.

3.1.4. Any Taxes on payments to be made pursuant to this Agreement are for the account of the Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority

Taxes will appear as separate items on the invoice. If mandatory applicable law requires Licensee to withhold any Taxes on payments under this Agreement, the License Fee as agreed by the Parties shall be adjusted upwards to reimburse Licensor for such Taxes. Licensee shall notify Licensor in writing and in advance of any withholding tax.

### 3.2. Invoicing and Late Payment

#### 3.2.1. Invoicing

The License Fee or any relevant part thereof will be the amount mentioned on the invoice. Invoices will be sent to the Billing Address as defined in the Agreement. Unless agreed otherwise, invoices must be paid within thirty (30) days from receipt.

#### 3.2.2. Late Payment

Notwithstanding the foregoing, in case of a (partial) late payment of an invoice and additional prior written ten (10) days reminder and warning notice by Licensor:

- a) Any overdue invoiced amount shall be subject to an interest of one percent per month or the maximum permissible rate under applicable law, whichever is the highest and extra-legal recovery expenses, protest and legal costs cause by the late payment;
- b) any other invoiced amount to the Licensee shall become immediately due without prior notice by Licensor;
- c) the Licensor may immediately suspend the License and related services without prior notice until full payment of all amounts due.
- d) the Licensor may upon reasonable grounds regarding the creditworthiness of the Licensee demand guaranties and securities of the Licensee which it deems appropriate in view of the good execution of the Licensee's commitments.

### 3.3. Reporting

For reporting and invoicing purposes only, Licensor may measure the use of THEOplayer or alternatively require Licensee to issue reports as determined in the Agreement. If Parties have agreed that Licensee shall issue reports and in order to verify the correctness of such reports, Licensee agrees to permit its books and records to be examined maximum once every year during regular business hours upon prior written notice by Licensor. All relevant reports and records shall be kept accessible for Licensor for at least three (3) years after termination of the Agreement, or for a longer period if required by law. If the audit reveals an underpayment of more than five (5) % Licensee shall bear the cost of that audit, including any travel costs.

### 3.4. Non-Compliance

If the Licensee does not comply with its obligation under this Clause 3 GTC (License Fee) Licensor may terminate the Agreement in accordance with Clause 11.1.2 GTC (Termination for Cause).

## 4. MARKETING AND USE OF NAME

Licensee is benefiting from discounted License Fees provided Licensee has chosen to grant Licensor marketing rights to the extent as defined in the Agreement. Without such marketing rights increased License Fees will apply.

Licensee shall not register or make any filing with respect to any trademarks, names, or other designations of Licensor anywhere in the world. Licensee shall not contest anywhere in the world of any trademark, name or other designation of Licensor. Licensee will not take any action to remove trademarks or reference to THEOplayer product name or website from THEOplayer, or that might misrepresent the ownership of THEOplayer by Licensor.

## 5. SUPPORT

### 5.1. Support

5.1.1. Support queries (relating to the use of the THEOplayer and errors in or downtime of THEOplayer) must be submitted via email (support@theoplayer.com) within the shortest delay of becoming aware of the disturbance in use or the occurrence of the error.

5.1.2. The Licensor will respond to support queries in accordance with the type of Service Level Agreement as defined in the Agreement.

### 5.2. Documentation

The Licensor shall make available to the Licensee general documentation regarding the minimum technical requirements, the suitability, the integration, the features and compatibility of THEOplayer including user manuals and operational instructions on its website <http://www.theoplayer.com> (**Documentation**). Licensor shall maintain and provide a list with third party standard software that may be provided in connection with THEOplayer. For the avoidance of doubt, Licensor is not a sub licensor of such software. Licensor refers Licensee to applicable attribution files and license terms disclosures and pertinent terms of the third party standard software publisher which apply directly to Licensee. However, Parties will ensure their compliance with such relevant licensing terms.

## 6. WARRANTIES AND DISCLAIMER

6.1. The Licensor warrants that THEOplayer works in accordance with the minimum technical requirements provided by the Licensor to the Licensee in accordance with Clause 5.2 GTC (Documentation). The Licensor does not provide any warranty as to quality, suitability, features, compatibility of THEOplayer other than as mentioned in such general Documentation. THEOplayer is provided with warranty of merchantability or fitness for the scope of License excluding any other particular purposes. Moreover, Licensor warrants that it provides its support service with reasonable care and skill in accordance with the Agreement.

6.2. The foregoing warranties apply during the period after initial Activation or any renewal date as agreed by the Parties in the Agreement (**Warranty Period**). After expiration of the Warranty Period THEOplayer and all support services under this Agreement are provided "as is" without any other warranty. For the avoidance of doubt, SLA Levels apply throughout the entire Term of the Agreement.

6.3. Licensor represents that it does not intentionally provide THEOplayer with any open source software that is known to be illegal or prohibited.

6.4. These warranties are Licensee's exclusive warranties and shall replace any other warranties, express or implied. Licensor provides its advice in form of recommendations. Licensor does not warrant the correction of all defects or any warranty regarding the error-free or uninterrupted operation of THEOplayer. This Agreement does not provide any representation or warranty or liability as to any third-party software. In the event of a warranty claim, the sole recourse consists of a repair or a replacement of relevant THEOplayer software elements and SDKs.

EXCEPT FOR THE EXPRESS WARRANTIES UNDER THIS PROVISION, LICENSOR MAKES NO FURTHER REPRESENTATION OR OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THEOPLAYER'S ACCURACY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OR ITS ACCURACY.

## 7. INDEMNIFICATION

7.1. Licensor shall defend Licensee from and against all claims and actions brought against the Licensee, its officers, directors, employees, agents and successors and pay for all actual direct damages, costs, expenses, and reasonable attorney fees that a court awards or as agreed in a settlement with Licensor's approval resulting from or arising out of an infringement of any patent, copyright and trademark of any third party caused by the use of THEOplayer, provided that Licensee will give Licensor prompt notice in writing of any such claims, permits Licensor to control the defence or settlement of it and cooperates with Licensor in this respect. Licensee shall pay any additional costs and damages caused by its failure to comply with the obligations as set out here before. Licensor shall not be liable for settlement, related amount or any transactions agreed with regards to such infringements without the prior written consent of Licensor. Licensee may employ its own counsel, at its own option and expense without interference of the proceedings.

7.2. Such obligation of Licensor to indemnify Licensee does not exist if such infringement is attributable to and caused by Licensee, in particular if such claim results from: (i) an alteration or modification of THEOplayer by Licensee not in alignment with the Agreement and without the authorization of Licensor and the claim would not have been occurred but for such alteration or modification; or (ii) a modification of THEOplayer as requested by Licensee in accordance with its specifications; (iii) the use of the THEOplayer in combination with any other product of Licensee or a third party, not provided or approved by Licensor; (iv) circumstances where THEOplayer predominantly or alone would not be the subject of the infringement claim; (v) Licensee's failure to install the provided Updates of THEOplayer that would have avoided the infringement, or (vi) where Licensee continues using THEOplayer after being informed of the alleged infringing activity. Licensor provides no warranty and Licensee will reimburse Licensor for any costs or damages resulting from these actions.

7.3. Upon discretion of Licensor and in order to eliminate or avoid the infringement, Licensor may at its expense a) replace the infringing part with a non-infringing part, b) obtain the necessary rights from relevant third parties c) terminate the Agreement with immediate effect and refund the License Fee on a prorated basis.

7.4. Licensor shall have no obligation for payment of royalties or any other compensation to third parties, if any, with respect to the use of THEOplayer by Licensee or its customers, clients, viewers, listeners for playing media content or in connection with third party products.

7.5. Any claim of Licensee in connection with such infringement above shall be the sole exclusive remedy of Licensee under this Agreement.

## 8. LIMITATION OF LIABILITY

8.1. The Parties total aggregate liability to the other Party or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under a warranty, under statute or otherwise, under or in connection with the Agreement shall be limited to the amount of the average recurring yearly License Fee as agreed by the Parties.

8.2. Notwithstanding any other provision of the Agreement, neither Party shall be liable vis-à-vis the other Party or to any third party, whether in contract, in tort (including negligence), under a warranty or indemnity, under statute or otherwise, under or in connection with the Agreement for any indirect, punitive, incidental or consequential damages, lost revenue, lost profit, interruption of use, lost data or corrupted data, costs of procurement for substitution of products or services, third party software and

claims, provided information, wasted management time, loss of use of computer systems and related equipment, computer failure and malfunctions, downtime costs, however caused, arising out of the Agreement or the termination thereof even if a) the Party has been advised of the possibility of such damages; or b) the damages were foreseeable.

**8.3.** The provisions of this Clause 8 (Limitation of Liability) shall not apply to the extent restricted or prevented by mandatory applicable law that cannot be amended or excluded by contractual waiver such as deliberate acts and fraud.

## **9. CONFIDENTIALITY**

### **9.1. Treatment of Confidential Information**

Confidential Information may be used by the receiving Party in any form which is reasonable and in connection with the Agreement subject to the limitations of confidentiality under this Clause 9 GTC (Confidentiality).

The receiving Party agrees and undertakes that for the duration of the Agreement as well as for five (5) years thereafter, it will keep confidential and will not use for its own purposes nor without the prior written consent of the disclosing Party divulge to any third party any Confidential Information of the disclosing Party or its activity it has received or obtained in the framework of the Agreement. The disclosure within its enterprise to another affiliate of the receiving Party for the purpose of implementing the Agreement does not require the prior written consent of the disclosing Party but a prior notification in order to inform the disclosing Party. The disclosing Party retains all right, title, and interest to its Confidential Information. Trade secrets of a Party shall be subject to the confidentiality obligations of this Agreement at all times so long as the trade secrets remain trade secrets under applicable law.

### **9.2. Exclusion**

The provisions of Clause 9 GTC (Confidentiality) shall not apply to any Confidential Information of the disclosing Party that:

- a) at the time of disclosure, is generally known to the public through no fault of the receiving Party; or
- b) at the time the of disclosure, has been made available to the receiving Party by a third party having the lawful rights to do so without breaching any such obligation of non-use or confidentiality; or
- c) is proven by the receiving Party to have been independently developed by the receiving Party without making use of the Confidential Information of the disclosing Party; or
- d) the receiving Party is required to disclose in compliance with applicable laws, or to comply with governmental regulations. The receiving Party provides prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure and affords the disclosing Party as much notice as possible of such disclosure to allow the disclosing Party to do likewise.

### **9.3. Confidential Terms**

Each Party agrees not to disclose any terms of the Agreement, except for the permitted disclosure under Clause 9 GTC (Confidentiality) to any third party without the prior written consent of the other Party who must not unreasonably refuse, withhold, or delay the giving of consent.

## **10. TERM**

The Agreement shall commence and expire as agreed by the

Parties, unless it was terminated before in accordance with these General Terms and Conditions.

## **11. TERMINATION AND SUSPENSION**

### **11.1. Termination**

Without prejudice to any other rights to which it may be entitled, either Party may, without penalty or liability, terminate this Agreement for cause in writing with immediate effect in accordance with applicable law and without court authorization, including but not limited to the following reasons:

- a) if the other Party commits any material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) calendar days of that Party being notified in writing of the breach; whereby the following, non-exhaustive list of events will be considered as a material breach: (i) Licensor fails substantially and repeatedly to provide its service in accordance with the agreed warranty, support terms or agreed service level; (ii) the Licensee fails to pay the License Fee within the agreed payment terms; (iii) the Licensee uses THEOplayer in contravention with the scope of the License;
- b) if an order is made or a resolution is passed for the winding up of the other Party or the appointment of an administrator or receiver to manage the affairs, business, property and assets of the other Party or any similar or analogous action in consequence of debt;
- c) extraordinary circumstances, unforeseen by the Parties, which would make this Agreement resulting in an illegal action of a Party; or which substantially affect and disturb the cost structure or the initial economic value of the Agreement in an unreasonable manner so that an adherence to the contract would be unreasonable or unfair;
- d) in case of a change of Control of the other Party.

### **11.2. Effects of Termination**

11.2.1. All rights granted to the Licensee under the Agreement shall forthwith terminate and immediately revert to the Licensor. Unless otherwise agreed, all use of THEOplayer shall be discontinued. Each Party shall promptly return any property of the other Party.

11.2.2. Termination of the Agreement for any reason will not affect accrued rights, indemnities, existing commitments until fulfilment or any contractual provision that by their nature are intended to survive termination. Any Party hereto shall not be released from any obligation which, at the time of such termination, has already become due to the other Party or which is attributable to a period prior to such termination nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of the Agreement.

11.2.3. In case of termination of the Agreement by Licensor due to a material breach by Licensee, all unpaid License Fees shall become immediately collectible and the Licensor shall be entitled, in addition to any other remedies available to it, to take all necessary steps to collect such amounts, together with all costs, indemnities, compensations, damages, fees and expenses incurred by the Licensor.

11.2.4. If the Agreement is terminated by Licensee for cause a prorated refund of the applicable prepaid License Fee shall apply with respect to the period it was paid for. Such refund shall be Licensee's sole and exclusive remedy in case the termination for cause was based on Licensor's material failure to provide its Services subject to the agreed Service Level. In case of a termination for cause by Licensor no refund of the License Fee will apply.

11.2.5. Parties agree, that after more than three (3) years of Agreement (including any renewal) following the respective prepayment for a specific period, this prepayment is exhausted and shall not be subject to a refund in case of a termination of this Agreement for whatever reason.

### **11.3. Suspension**

For the same reasons under Clause 11.1 instead of termination for cause by Licensor, Licensor may, without any further notice, suspend temporarily the License, the Activation of THEOplayer and related services until the relevant cause is remedied to the full satisfaction of Licensor.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1. Independent Contractors**

Both Parties are independent contractors under the Agreement. Consequently, nothing in the Agreement is intended or may be construed so as to establish a partnership or joint venture between the Parties and neither Party shall have the authority (actual or apparent) to bind the other Party.

### **12.2. No Implied Rights**

Other than expressly provided for in the Agreement, nothing in the Agreement grants or shall be construed to grant to any Party any further or implied right or license to any Intellectual Property right or application therefore (including but not limited to patent applications or patents) which are held by or in the name of the other Party or which are controlled by the other Party, or to any Confidential Information received from the other Party.

### **12.3. Force Majeure**

Except for payment obligations, neither Party shall be held in breach of its obligations hereunder to the extent only that due performance or observance of such obligation is prevented or delayed by any cause beyond reasonable control of such Party, including, but not limited to, war and other hostilities, civil commotion, accident, trade disputes, strikes or lock-outs, floods, fire, explosion, terror attacks, acts or restraints of government imposition or restrictions of imports or exports or any other cause not within the control of the Party concerned. The Party concerned shall forthwith notify the other Party of the nature and effect of such event and both Parties shall, where the same is practicable, use every reasonable endeavour to minimize such effect and to comply with the respective obligation herein contained as nearly as may be in their original form.

### **12.4. Costs**

Save as otherwise provided in the Agreement, each Party bears its own costs relating to the negotiation, preparation and execution and implementation by it of the Agreement and of all other ancillary documents.

### **12.5. Notices**

All notices or other communication required or permitted to be given in writing under the Agreement must be given in the English language by email (confirmed by registered mail or express courier service), to the addresses listed in the Agreement or such other addresses as the Parties may have designated to each other by notice given in accordance with the Agreement.

### **12.6. Assignment**

The Agreement is binding upon and inures for the benefit of the successors of the Parties but may not be assigned, except with the prior written consent of the other Party which shall not be unreasonably withheld. Such prior consent is not required for the assignment to an affiliate under Control of the

assigning Party.

### **12.7. Waivers**

No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to the Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy.

### **12.8. Severability**

If any provision of the Agreement or of any of the documents contemplated in it is held to be invalid or unenforceable, then such provision will (so far as it is invalid or unenforceable) have no effect and will be deemed not to be included in the Agreement or the relevant document, but without invalidating any of the remaining provisions of the Agreement or that document. The Parties must then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

### **12.9. No Solicitation**

Licensee may not at any time directly or indirectly without the prior written consent of Licensor: a) induce or attempt to induce any employee, agent or former employee or agent of Licensor to leave the employment of Licensor and hire any such employee, agent or former employee or agent in any business or capacity b) actively request any specific client or customer of Licensor to withdraw, curtail, or cancel such client's or customer's business with Licensor. This restriction commences on the signing of this Agreement and survives its termination for a maximum period as permitted by applicable law, but no less than for two (2) years.

### **12.10. Reproduction**

Any reproduction of this Agreement made by reliable means, such as photocopy, PDF, or facsimile, is considered to be an original.

### **12.11. Dispute Resolution.**

At all times, Parties shall endeavour in good faith to resolve any dispute arising out this Agreement by amicable solutions. For such purpose, either Party may upon prior written notice within reasonable time request an extraordinary meeting of Parties' relevant management team members, in order to discuss an amicable resolution.

### **12.12. Governing Law and Jurisdiction**

The Agreement is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Brussels have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the Agreement, including its termination, which shall be binding and enforceable upon the Parties worldwide. In the event of any proceeding or litigation arising out of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its legal fees, court fees and related costs to the extent and in ratio of its success. Notwithstanding the foregoing, Licensor may bring legal actions against Licensee in the country where Licensee has its seat, if it deems necessary for the enforceability of its rights regarding payments by Licensee under the Agreement.