

End-User License Agreement

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7.2. If an event of default occurs, the non-defaulting party, in addition to any other rights available to it under the law, may terminate this Agreement and all licenses granted hereunder by written notice to the defaulting party.

7.3. Within thirty (30) days after termination of this Agreement, the Licensee shall certify in writing to Worldsensing that Licensee has ceased use of any and all Proprietary Materials and that all copies or embodiments thereof in any form, including partial copies within modified versions, have been destroyed.

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10.1. Upgrades and patches are, as a rule, available under a separate and continuously valid fully paid maintenance agreement.

10.2. Upgrades and patches can also be made available to the Licensee at no additional cost. This decision is at the discretion of WorldSensing.

11. NOTICES

11.1. All notices shall be in writing and sent by first class mail or overnight mail (or courier), or email, to the addresses indicated on the Order Form, or such other address as either party may

indicate by at least ten (10) days' prior written notice to the other party. Notices to Worldsensing shall be sent to the Department of Legal and Compliance (legal@worldsensing.com).

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14. APPLICABLE LAW AND JURISDICTION

14.1. The interpretation, validity and execution of this Agreement shall be governed by Spanish law, excluding the rules of private international law on applicable law and the rules on the international sale of goods (such as, for example, the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980).

14.2. For the resolution of any dispute or litigation in relation to this Agreement the parties shall expressly submit to the jurisdiction and jurisdiction of the Courts of Barcelona (Spain) waiving any other jurisdiction that may correspond to them.

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LAST UPDATE: March, 2022.