

## END USER AGREEMENT

This End User Agreement (hereinafter referred to as the "Agreement") governs the use of the proprietary software application, specifically "Incontrol", (previously known as "Inspect4All"), hereinafter separately or collectively referred to as "Software", which are solely and completely owned by Maxd'Oro B.V.. The software serves as a mobile field service solution catering to clients from a wide variety of industries, including but not limited to technical installation, inspection, audit, construction, laboratory, logistics, and others. Your use of the software is subject to the terms and conditions as outlined within this Agreement. These terms and conditions extend to all users, whether they are subscribed to paid or free trial accounts.

By clicking "I accept the End User Agreement" when you first install the Software, you agree to be bound by the provisions of this End User Agreement. If you do not agree to be bound by the provisions of this Agreement, you must not click "I accept the End User Agreement" and please then uninstall the Software on your devices.

### 1. DEFINITIONS

- This "**End User Agreement**" ("Agreement") is a binding legal document between Maxd'Oro BV (Maxd'Oro, "us", "we" or "our") and the entity agreeing to this Agreement ("you" or "your"), which explains your rights and obligations as an End User of our Software. By installing or using any of our Software, you acknowledge that You agree to this End User Agreement. End User agrees to be bound by this Agreement. If you do not agree to this Agreement, then do not install or use our Software. From time to time, Maxd'Oro may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. To keep abreast of your license rights and relevant restrictions, please bookmark this Agreement and read it periodically. By using our Software, you agree to this Agreement and all of the modifications.
- "**End Users**" refers to named individuals who are authorized to independently access and use our Software, either as individual users or under your company's subscription. You identify the specific named "End User" during the registration process.
- "**Maxd'Oro**" means Maxd'Oro BV, a Dutch private limited liability company (registered at Dutch Chamber of Commerce with registration number 32117532), with her headquarter at Vanadiumweg 11L, 3812PX in Amersfoort in The Netherlands.
- "**Incontrol**" (previously known as "Inspect4All"), is a Software application that provides mobile field service solutions. The software is developed by Maxd'Oro and includes the underlying services required to deliver their respective field service solutions.
- "**Account**" means any accounts or instances created by or on behalf of an End User within the Service. Our Software offers four types of account: Basic, Professional, Premium and Company Custom.
- "**Service**" This Agreement provides End User access and usage of proprietary Software as a Service. Maxd'Oro will provide the Service through the Internet within a hosted server environment, mobile software applications, its application-programming interface (API), or other Maxd'Oro's approved interface under this Agreement (collectively, Services).
- "**Fees**" means Subscription fees, Services fees, and any other amounts due to Maxd'Oro and payable by you under this Agreement.
- "**Subscription**" means the right to access our Software during the Term. Subscription includes both free trial and paid accounts.
- "**Company Subscription**" means the right purchased by a company to access our Software during the Term.
- "**Term**" means the term of this Agreement, commencing and ending in accordance with Clause 10.
- "**Effective Date**" means the date upon which the End User gives the User's express consent to this Agreement, following the issue of this Agreement by Maxd'Oro.
- "**Maintenance Services**" means updates and upgrades of the Software.
- "**Software Defect**" means a defect, error or bug in our Software having an adverse effect on the appearance or operation or functionality or performance of the Software.
- "**Support Services**" means support in relation to all services to be done by us upon your request, which is not software defect.
- "**Source Code**" means the collection of computer instructions written using human-readable computer language. The source code is specially designed to facilitate the work of our Software.
- "**API**" means the application programming interfaces developed by Maxd'Oro that enables the integration of our Software with other web applications.
- "**Service Data**" means electronic data, text, messages, communications or other materials submitted to and stored within our software by you in connection with your use of our Software, which may include, without limitation, Personal Data.
- "**Other Services**" means third party products, applications, services, software, products, networks, systems,

directories, websites, databases and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, Other Services which may be integrated directly into Your Account.

- “**Licensors Indemnity Event**” has the meaning given to it in Clause 15.1.
- “**User Indemnity Event**” has the meaning given to it in Clause 15.3.

## 2. LICENSE TO USE OUR SOFTWARE

- 2.1 **License.** Maxd'Oro grants you a non-exclusive, non-transferable revocable license to: use our Software on a compatible computer, mobile telephone or tablet (computer) owned or controlled by you, in accordance with this Agreement. Subject to the limitations and prohibitions set out and referred to in this Clause.
- 2.2 Unless expressly permitted by us in a contract, you must not (nor may you authorize any third person to):
- (a) sell, resell, rent, lease, loan, license, sublicense, transfer, assign, publish, distribute, redistribute or otherwise provide access to our software to a third party;
  - (b) reproduce, alter, modify, adapt, create derivative works of, our software;
  - (c) decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, or translate our software or attempt to obtain or derive the Source Code or API;
  - (d) combine the whole or any part of our software with any other software, data or material;
  - (e) store or use any part of the data you do not own.
- You must promptly notify us in writing of any breach of these conditions of use.

## 3. ACCOUNT AND REGISTRATION

- 3.1 **Registration.** You must register for an account in order to access or receive any Service. You must provide complete and accurate information during the registration process. You must also update Your information so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through Your account(s).
- 3.2 **Free Trial.** Maxd'Oro may make all or part of our Software available to you on a trial basis free of charge (the “**Free Trial**”). The Free Trial is accessible during a period of maximum fourteen (14) days starting on the date of registration.
- 3.3 **Subscription.** We shall make our Software available to you pursuant to this Agreement during the Term. You agree that your purchase of the Subscription is neither contingent upon de delivery of any further functionality or features nor dependent upon any

oral or written public comments made by Maxd'Oro with respect to future functionality or features. Subscription includes both free trial and paid accounts.

## 4. DATA PRIVACY AND SECURITY; CONFIDENTIALITY

- 4.1 Subject to the express permissions of this Agreement, you and we will protect each other's confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own confidential information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each of us may use each other's confidential information solely to exercise our respective rights and perform our respective obligations under this Agreement and shall disclose such confidential information (a) solely to those of our respective employees, representatives, subcontractors and agents who have a need to know such confidential information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such confidential information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this clause shall supersede any non-disclosure agreement by and between the parties that would purport to address the confidentiality and security of service data and such agreement shall have no further force or effect with respect to service data.
- 4.2 To the extent service data constitutes personal data, you and we hereby agree that you shall be deemed to be the data controller and we shall be deemed to be the data processor as those terms are understood under the Dutch Data Protection Act (the “DPA”). In providing the service, we will engage entities within our company, and other authorized service providers, to process service data, including and without limitation, any associated personal data pursuant to those terms within the Dutch Data Protection Act (the “DPA”). Under no circumstances will we be deemed a data controller with respect to service data under the DPA or any relevant law or regulation of in other countries and territories.
- 4.3 We will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of service data. These safeguards include encryption of service data in transmission (using TLS or similar technologies), except for certain other services that do not support encryption, which you may link to

- through the service at your election. Our compliance with the provisions of this clause 4.3 shall be deemed compliance with our obligations to protect service data as set forth in Clause 4.1.
- 4.4 You agree that we and the service providers that we utilize to assist in providing the service to you shall have the right to access your account and to use, audit, modify, reproduce, distribute, display and disclose service data to the extent necessary to provide the service, including, without limitation, in response to your support requests. Any third party service providers we utilize will only be given access to your account and service data as is reasonably necessary to provide the service and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Clause 4.3 and (b) their agreement to comply with the data transfer restrictions applicable to personal data as set forth in Clause 4.6.
- 4.5 In addition to service data, we collect certain information (which may include personal data) about you as well as your respective devices, computers and use of the Service. We use, disclose, and protect this information as described in our Privacy Policy, the then-current version of which is available at <https://www.getIncontrol.eu/privacy-policy/>.
- 4.6 Unless otherwise specifically agreed by us, service data may be hosted or otherwise processed by us, or the authorized service partners in the Netherlands. If your principal location is in the EEA, we will ensure, pursuant to the DPA that, to the extent that any service data constitutes Personal Data, if service data is transferred to a country or territory outside of the EEA (a "non-EEA country"); then such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; or (b) one of the conditions listed in DPA is satisfied; or (c) We have ensured that the transfer is subject to adequate safeguards (such as the model contractual clauses designed to facilitate transfers of personal Data from the EEA to all third countries that have been adopted by the European Commission (known as the, "Standard Contractual Clauses").
- 4.7 In addition to the foregoing, you have reviewed and consented to the terms of the Data Processor Agreement (Known as the "DPA"), which constitutes a part of the End User Agreement. In the event of a dispute between this Agreement and the DPA regarding data protection obligations of the parties, the DPA shall take precedence.
- 4.8 You may request a separate DPA for your signature. In the event of a dispute between this Agreement and the separately executed DPA regarding data protection obligations, the separately executed DPA shall take precedence.
- 5. SOURCE CODE**
- 5.1 Nothing in this Agreement shall give to the user or any other person any right to access or use the source code or constitute any license of the source code.
- 6. INTELLECTUAL PROPERTY RIGHTS**
- 6.1 All the intellectual property rights with respect to our Software are owned by us. The structure and code of our software are the valuable trade secrets and confidential information of our company. Our company and software are protected by law, including but not limited to the copyright of the Netherlands and other countries and by International and European treaty provisions. Except as expressly stated herein, the Agreement does not grant you any intellectual property rights in our software and all right not expressly granted are reserved by us and third party providers- A right of use to which You are entitled shall be non-exclusive, nontransferable to third parties and cannot be sub-licensed. Our software and our other products and service names, and logos used or displayed on our software are registered or unregistered trademarks of us (collectively "Marks"), and You may only use applicable Marks to identify You as an End User; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, our services or our products.
- 6.2 Each party shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to you and End Users to use our Software under this Agreement do not convey any additional rights in our Software, or in any Intellectual property rights associated therewith. Subject only to limited rights to access and use our software as expressly stated herein, all rights, title and interest in and to our Software and all hardware, software and other components of or used to provide our Software, including all related Intellectual Property Rights, will remain with us and belong exclusively to us. We shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and

perpetual license to implement, use, modify, commercially exploit, and/or incorporate into our software or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you, End User, or other third parties acting on your behalf.

## **7. THIRD PARTY PROVIDERS**

- 7.1 You acknowledge that third party products or services may be made available to you from time to time by us or third parties, and that your decision to acquire any such products or services is solely between you and the applicable third party provider. Unless specifically set forth on an order confirmation, We do not warrant or support third party products or services.
- 7.2 You further acknowledge that if you acquire third party applications for use with your subscription, we may allow the providers of such applications to access your data in order to allow such applications to interoperate with our software. We shall not be responsible or liable for any disclosure, modification or deletion of your data resulting from any such access by third party application providers.

## **8. MAINTENANCE SERVICES**

- 8.1 We shall provide you with maintenance services for updates during the Term.
- 8.2 We shall provide you with maintenance services in accordance with the standards of skill and care reasonably expected from a leading service provider in our industry.
- 8.3 We warrant to you that the maintenance services to our Software by us will not introduce any software defect into our Software.
- 8.4 We may suspend the provision of the maintenance services if any amount due to be paid by you to us under this Agreement is overdue, and we have given to you at least [30 days'] written notice, following the amount becoming overdue, of its intention to suspend the maintenance services on this basis.
- 8.5 If you have any suggestions or advise in terms of maintenance services for updates, please send an email to [support@maxdoro.nl](mailto:support@maxdoro.nl).

## **9. SUPPORT SERVICES**

- 9.1 We shall provide you with Support Services during the term.
- 9.2 We shall provide you with Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in our industry.
- 9.3 We shall provide you with Support Services at free of charge for software defect, that is caused by our Software.

9.4 We may provide you with Support Services upon Your requirement, following the support procedure outlined in our help center. The Support Services encompass all tasks performed for you that are unrelated to software defect caused by our Software. The Support Services will only be performed against payment.

9.5 We may suspend the provision of the Support Services if any amount due to be paid by You to Us under this Agreement is overdue, and Maxd'Oro has given to you at least [30 days'] written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

9.6 If you are in need of Support Services, kindly adhere to our support procedure, which is detailed in our help center. Please ensure that your support request is clearly specified so that we can efficiently address your needs. Support requests lacking essential information may be returned, requesting additional information.

## **10. TERM AND TERMINATION**

- 10.1 This Agreement commences on the effective date and continues until the latest of (a) the expiration or termination of your free trial; (b) in the case of a monthly or yearly subscription, expiration of such subscription or termination as provided in Clause 10.2 below; (c) in the case of a Company Custom account, expiration of such subscription or termination as provided in Clause 10.3 below; or (d) termination as set forth below in Clause 10.4.
- 10.2 You may elect to terminate your account and subscription to the service, by clicking on the account settings in the admin page when you login into our Software. Your subscription will automatically renew for a subscription term equivalent in length to the then-current subscription term unless you terminate Your subscription upon at least thirty (30) days' notice prior to the renewal date. If you terminate, your subscription will terminate at the end of then-current subscription term, but you will not be entitled to any refunds for amounts accrued or paid prior to such termination.
- 10.3 This Agreement may be terminated by either party with three (3) full calendar months' notice prior to the commencement of the period of extension. This clause is outlined in a separate User Agreement specific to Company Custom accounts. Either party may only terminate your account and subscription to the service, by writing via a registered letter.
- 10.4 Except as set forth in this Clause, once the Agreement terminates, then: (a) the rights and licenses granted by us to

- you will cease; (b) you must pay to us any and all outstanding fees for the term; (c) you (and your End Users) must cease all use of our software and any third party products or services; (d) you are required to delete all the information made available to you, including any our confidential information from your systems as applicable (including any third party systems operated on your behalf) and, if requested by us, provide written certification to us that you have done so at our request; and (e) you undertake not to attempt to access our software or any data stored in our software, any third party product or service after the date of termination.
- 10.5 We recommend you to export all your data before any termination or cancellation of your account. Following the termination or cancellation of your subscription to the service and/or your account, we reserve the right to delete all your data in the normal course of operation any time after the expiry of 30 days after the cancellation or termination of your account. Your data cannot be recovered once it is deleted. If you wish to obtain more information about this Clause, please send an email to our support team at [support@maxdoro.nl](mailto:support@maxdoro.nl).
- 10.6 We may temporarily suspend the subscription or remove the data, or both, if it in good faith believes that, as part of using our Software, you have violated a law or any provision of this Agreement. We will attempt to provide prior notice.

## 11. BILLING AND PAYMENT

- 11.1 You agree to pay all fees in accordance with your subscription. All subscription fees are quoted in Euros. All amounts are non-refundable, non-cancellable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of the service beyond the current agreed term or any service upgrades or feature enhancements.
- 11.2 If you upgrade your subscription during your Term, the subscription fees applicable to you will take effect immediately, with such increased fees calculated on a pro rata basis, taking into account the number of days remaining in the then-current subscription. If you downgrade, no adjustment will be made during the current term.
- 11.3 We operate a term of payment of 30 days after the invoice date.
- 11.4 If your account is sixty (60) days or more overdue, in addition to any other rights and remedies including the termination rights set forth in this Agreement, we will suspend your use of the Software. The duration of this suspension will be until you pay all outstanding fees.

- 11.5 Late payments are subject to interest charges of 6% per month on any outstanding balance, or the maximum permitted by law, plus all legal and collection expenses. You will continue to be charged during any period of suspension. In event of any termination, you will pay the unpaid balance due calculated in accordance with this Clause and this Agreement.
- 11.6 Payments made by you under this Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by us, you must pay to us the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to us with any such exemption information and we will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

## 12. END USERS CONTENT

- 12.1 You are responsible for your own content and you must ensure that you have all the rights and permissions needed to use that content in connection with the services. We are not responsible for any actions you take with respect to your content, including sharing it publicly. Please do not use content from the services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.
- 12.2 You also acknowledge that, in order to ensure compliance with legal obligations, prevent phishing or fraud or when unlawful content is reported to us, we may be required to review certain content submitted to the services to determine whether (a) it is unlawful, harmful, of bad taste, inappropriate, or (2) it is in breach of any applicable law, or it is confidential or infringes upon any third-party's intellectual property rights, or (3) it is infected with viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Service, or (4) it is defamatory or offensive. We reserve therefore the right to modify, prevent access to, delete, or refuse to display content that we believe violates any of the above mentioned conditions. You indemnify us against any and all legal fees, damages and other expenses that may be incurred by us as a result of a breach by you of any of the above conditions. However, you

accept that we have no obligation to monitor or review any content submitted to the services.

### **13. WARRANTIES**

- 13.1 We warrant to you that we have the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 13.2 We warrant to you that: (a) our software as provided will conform in all respects with the product specification; (b) our software will be supplied free from viruses, and other malicious software programs; and (c) our software shall incorporate security features reflecting the requirements of good industry practice.
- 13.3 We warrant to you that our software, when used by you in accordance with this Agreement, does not breach any laws, statutes or regulations applicable under Dutch law.
- 13.4 We warrant to you that our software, when used by you in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person.
- 13.5 If we reasonably determines, or any third party alleges, that the use of our software by You in accordance with this Agreement infringes any person's Intellectual Property Rights, we may at its own cost and expense: (a) modify our software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any software defects into our software and must not result in the software failing to conform with the product specification; or (b) procure for you the right to use our software in accordance with this Agreement.
- 13.6 You warrant to us that you have the legal right and authority to enter into this Agreement and to perform your obligations under this Agreement.
- 13.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

### **14. ACKNOWLEDGEMENTS AND WARRANTY**

- 14.1 You acknowledge that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, we give no warranty or representation that our software will be wholly free from defects, errors and bugs.
- 14.2 You acknowledge that complex software is never entirely free from security vulnerabilities; and subject to

- 14.3 the other provisions of this Agreement, we give no warranty or representation that our software will be entirely secure. You acknowledge that our software is only designed to be compatible with that software specified as compatible in our product specification; and we do not warrant or represent that our software will be compatible with any other software.
- 14.4 You acknowledge that we will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to our software; and, except to the extent expressly provided otherwise in this Agreement, we do not warrant or represent that our software or the use of our software by you will not give rise to any legal liability on your part or any other person.

### **15. INDEMNITIES**

- 15.1 We shall indemnify and shall keep indemnified you against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by you and arising directly or indirectly as a result of any breach by us of this Agreement (a "Licensor Indemnity Event").
- 15.2 You must: (a) upon becoming aware of an actual or potential Licensor Indemnity Event, notify us; (b) provide to us all such assistance as may be reasonably requested by us in relation to the Licensor Indemnity Event; (c) allow the Licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Licensor Indemnity Event; and (d) not admit liability to any third party in connection with the Licensor Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Licensor Indemnity Event without our prior written consent; without prejudice to our obligations under Clause 15.1.
- 15.3 You shall indemnify and shall keep indemnified us against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by us and arising directly or indirectly as a result of any breach by you of this Agreement (a "User Indemnity Event").
- 15.4 We must: (a) upon becoming aware of an actual or potential User Indemnity Event, notify You; (b) provide to you all such assistance as may be reasonably requested by you in relation to the User Indemnity Event; (c) allow you the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and (d) not admit liability to any third party in

connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without your prior written consent; without prejudice to your obligations under Clause 15.3.

## **16. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

16.1 Nothing in this Agreement will: (a) limit or exclude any liability for death or personal injury resulting from negligence; (b) limit or exclude any liability for fraud or fraudulent misrepresentation; (c) limit any liabilities in any way that is not permitted under applicable law; or (d) exclude any liabilities that may not be excluded under applicable law; and, if a party is a consumer, that party's statutory rights will not be excluded or limited by this Agreement, except to the extent permitted by law.

16.2 The limitations and exclusions of liability set out in this Clause and elsewhere in this Agreement: (a) are subject to Clauses 16.1 and 18.6; and (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

16.3 We will not be liable to you in respect of any losses arising out of a Force Majeure Event.

16.4 We will not be liable to you in respect of any loss of profits or anticipated savings.

16.5 We will not be liable to you in respect of any loss of revenue or income.

16.6 We will not be liable to you in respect of any loss of business, contracts or opportunities.

16.7 We will not be liable to you in respect of any loss or corruption of any data, database or software.

16.8 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **17. EFFECTS OF TERMINATION**

17.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect: Clauses 1, 2, 6, 11, 15, 16, 17, 18 and 19.

17.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

## **18. GENERAL**

18.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

18.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

18.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

18.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

18.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

18.6 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

18.7 Subject to Clauses 16.1 and 18.6, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

18.8 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands (with regard to conflict of law principles), and subject to Clause 18.9, the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Utrecht.

18.9 Except in circumstances where a party seeks urgent injunctive relief, before commencing any court proceedings, if any disputes arise under this Agreement the parties will negotiate in good faith to resolve the dispute and if the dispute has not been resolved within ninety (90) days by the relevant parties using their best efforts to resolve the dispute.

**19. INTERPRETATION**

- 19.1 In this Agreement, a reference to a statute or statutory provision includes a reference to: (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision.
- 19.2 The Clause headings do not affect the interpretation of this Agreement.
- 19.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.