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In any event (including without limitation if any exclusion or other provision contained in this Section shall be held ineffective for any reason), the maximum aggregated liability of Agilos whether arising from negligence, breach of contract, misrepresentation or otherwise shall not in any circumstances exceed the fees payable by Customer to Agilos under this Agreement for a one (1) year period.

The limitations of Agilos' liability set out in this Section 7 shall apply to the furthest extent permitted by applicable law.

### 8. ASSIGNMENT.

This Agreement is personal to Licensee and neither this Agreement nor any of Licensee's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Licensee, including to any successor- in-interest to Licensee's rights without Agilos' prior written consent (which consent shall not be unreasonably withheld).

### 9. TERMINATION.

This Agreement will be cancelled on 60 days written notice together with all license rights granted herein should the Licensee failed to pay any sum of money owing to the Licensor within 60 days of the contractually due date

### 10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with Belgian law. Any controversies or disputes arising out of or relating to this Agreement that cannot be settled amicably shall be resolved by binding arbitration in accordance with the Belgian legislation.

### 11. SEVERANCE.

Each of the provisions of this Agreement is distinct and severable from the others and if at any time one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the

remaining provisions (or the same provision to any other extent) of this Agreement shall not in any way be affected or impaired.

**12. FORCE MAJEURE.**

Neither party shall be liable for any delays or failures to the extent that such delay or failure is caused, directly or indirectly, in whole or in part, by fire, flood, explosion, casualty, accident, acts of God or natural catastrophe, war, riot, strike, lock-out or other labour dispute or industrial disturbance, embargo, law, regulation, ruling,

order or requirement of any government or government agency or authority, court, tribunal or military authority, shortage or failure of, or any other cause or circumstance beyond Agilos reasonable control.

**13. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement and understanding of the parties as to the subject matter hereof and merges and supersedes all prior discussions and agreements with respect thereto.