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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 Luxembourgish 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 Luxembourgish 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.

