API terms and conditions

WHEREAS:

SES-imagotag has developed an API which is used as a protocol communication interface between the SES-imagotag Equipment and its clients' systems.

The Licensee wishes to obtain from SES-imagotag a license to use the SES-imagotag Materials in order to develop and use its own application.

Under this API terms and conditions, the Parties intend to define the terms and conditions under which SES-imagotag shall grant the Licensee a license to use the SES-imagotag Materials as further explained below.

THE FOLLOWING HAS BEEN AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

In this API License, unless otherwise specified, the following terms shall have the meaning as ascribed hereunder.

"Affiliate" means, when used with reference to a specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified person, where "control" (including the terms "controlling", "controlled by" and "under common control with") shall mean the direct or indirect power to direct or cause the direction of the management and policies of an entity, through ownership of more than 50% of the share capital or of the voting rights.

"API" means the application programming interface developed and provided by SES-imagotag to enable interoperability between the SES-imagotag Equipment and the Interfacing Software, which is executed on computers or other electronic devices to control the SES-imagotag Equipment.

"API Documentation" means any documentation or specifications made available by SES-imagotag in connection with the API made available to the Licensee as updated from time to time.

"API License" means the API license document signed by the Parties, including the present terms and conditions by reference.

"Authorized User" means any natural person who has been authorized by the Licensee or its Subcontractor to access and use the SES-imagotag Materials solely on behalf and for the benefit of respectively the Licensee or the Subcontractors.

"Confidential Information" means all non-public, confidential or proprietary information, trade secrets or know-how related to a Party (a "**Disclosing Party**") technology or business which is disclosed, orally or in writing, pursuant to this API License and is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential, including without limitation, and to the extent previously, currently, or subsequently disclosed to the receiving Party hereunder: information relating to products, services, or technology of the Disclosing Party or the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions (whether patentable or not), names and expertise of employees and consultants, and other technical, business, financial, and product development plans, forecasts, strategies, and information).

"Data Protection Legislation" means the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

"Force Majeure Event" has the meaning given to in Section 16 of the API License.

"Interfacing Software" means one or more software applications developed by or on behalf of the Licensee solely to interface with and interoperate with the SES-imagotag Equipment through the API.

"SES-imagotag Equipment" means SES-imagotag solutions manufactured by or on behalf of SES-imagotag and intended for use with the API.

"SES-imagotag Materials" means the API and the API Documentation and other API materials made available by SES-imagotag.

"Subcontractors" means a subcontractor of the Licensee to perform services in accordance with Section 4.6.

"Sub-licensees" means the Subcontractors that have entered into a sublicense agreement with the Licensee for the use of the SES-imagotag Materials.

"Term" has the meaning that is given to it in Section 5.

2. GRANT OF LICENSE

2.1 Subject to the terms and restrictions set forth in this API License, SES-imagotag grants the Licensee a limited, royalty-free, revocable, non-exclusive and non-transferrable license during the Term to use the SES-imagotag Materials for the sole purpose of developing, testing and supporting the Interfacing Software to interface with and interoperate with the SES-imagotag Equipment through the API. The Licensee may also sublicense the use of the SES-imagotag Materials if required for the purposes of subcontracting in accordance with Section 4.6.

2.2 The Licensee acknowledges that there are no implied licenses granted under this API License. SES-imagotag reserves all rights that are not expressly granted. The Licensee may not use the API for any other purpose without SES-imagotag's prior written consent.

3. OWNERSHIP; RESTRICTIONS ON USE

3.1 As between SES-imagotag and the Licensee, the SES-imagotag Materials and all rights therein, including in any adaptation and/or modification thereof, are and shall remain the sole and exclusive property of SES-imagotag. The Licensee agrees to use the API only solely for the purpose of the Licensee's internal development efforts to develop and use applications to work in conjunction with the SES-imagotag Equipment and for which the API was provided. The Licensee shall have no right to distribute,

or otherwise transfer the API to any third party or incorporate the API in any software, product, or technology. The Licensee further agrees not to: (a) use or attempt to use the SES-imagotag Materials in violation or contravention of any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions; or (b) use or attempt to use the SES-imagotag Materials other than as expressly set forth in this API License and the Documentation.

3.2 For the avoidance of doubt, the rights granted hereunder by SES-imagotag comprises end users' right to use the SES-imagotag Materials together with the Interfacing Software into which it is integrated for their own purposes in connection with the Licensee system without any additional charges due to the Licensee.

3.3 The Licensee acknowledges that it owns all right, title, and interest, including all intellectual property rights, in and to the Interfacing Software, excluding the aforementioned rights in Section 3.1.

3.4 The Licensee will promptly notify SES-imagotag if it becomes aware of any infringement of any intellectual property rights in the SES-imagotag Materials and will fully cooperate with SES-imagotag, in any legal action taken by SES-imagotag to enforce its intellectual property rights.

3.5 If the Licensee or any of its employees, contractors, and agents sends or transmits any communications or materials to SES-imagotag by mail, email, telephone, or otherwise, suggesting or recommending changes to the SES-imagotag Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), all such Feedback is and will be treated as non-confidential. The Licensee hereby grants SES-imagotag on the Licensee's behalf, and on behalf of the Licensee's employees, a license, free of any charge, to use any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although SES-imagotag is not required to use any Feedback.

4. OTHER RIGHTS AND LIMITATIONS

4.1 Except as expressly authorized in this API License, the Licensee shall not (and shall not enable or authorize any third party to) do any of the following:

(a) Reverse engineer, decompile, disassemble, modify, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, or reduce the API to human- perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by this API License or applicable laws. The Licensee shall have no rights to any source code for any of the software in the API;

(b) Publish any performance information or analysis (including, without limitation, benchmarks) from any source relating to the SES-imagotag Materials or SES-imagotag Equipment without written permission from SES-imagotag;

(c) Assign, sublicense, resell, lease, rent or otherwise transfer or convey or pledge as security or otherwise encumber all or part of its rights granted under Section 2 of this API License;

(d) Remove any proprietary notices from the SES-imagotag Materials. The Licensee may copy the API only as necessary to exercise its rights hereunder; provided, however that any reproduction of the API must be marked with the proprietary notices provided on the original API. All copies of the API or the Documentation are subject to the terms and conditions of this API License.

(e) Use the SES-imagotag Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

(f) Combine or integrate the SES-imagotag Materials with any software, technology, services, or materials not authorized by SES-imagotag;

(g) Permit the Interfacing Software to disable, override, or otherwise interfere with any SES-imagotag-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

(h) Use the SES-imagotag Materials in any of the Interfacing Software to replicate or attempt to replace the user experience of SES-imagotag solutions;

(i) Attempt to cloak or conceal your identity or the identity of the Interfacing Software when requesting authorization to use the SES-imagotag Materials;

(j) Circumvent a technological measure, descramble a scrambled work, decrypt an encrypted work, or otherwise avoid, bypass, remove, deactivate, or impair a technological measure designed to protect the SES-imagotag Materials or the SES-imagotag Equipment; and

(k) Access all or any part of the SES-imagotag Materials in order to build a product or service which competes with the SES-imagotag Materials or the SES-imagotag Equipment or other SES-imagotag's solutions.

4.2 Third Party Software

The Licensee acknowledges that utilization of the API may require the use of a development tool, compiler and other software and technology of third parties ("**Third Party Software**"). The Licensee is solely responsible for procuring such Third Party Software and technology and the necessary licenses for the use thereof. SES-imagotag makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

4.3 Support

SES-imagotag will not provide any support for the API under this API License. Nothing herein shall be construed to require SES-imagotag to provide support services or updates, upgrades, bug fixes or modifications to the API.

Any support for the API shall be subject to a separate maintenance agreement to be mutually agreed by the Parties.

4.4 Authorized Users

The Licensee shall ensure that the Authorized Users use the SES-imagotag Materials in accordance with the terms and conditions of this API License and shall be responsible for breach of this API License caused or contributed to by any acts or omissions on the part of any Authorized User.

4.5 Security

The Licensee warrants that the Interfacing Software has been developed to operate with the API content in a secure manner. The Licensee's network, operating system and the software of its servers, databases, and computer systems (collectively, "**Systems**") must be properly configured to securely operate the Interfacing Software and store content collected through the Interfacing Software (including the API content). The Interfacing Software must use reasonable security measures to protect the private information of Licensee's users.

SES-imagotag may use technology to detect, prevent or limit the impact of any issues caused by the Interfacing Software (before or instead of suspension of the Licensee's access). This may include, for example, filtering to stop spam or limiting the Licensee's access to the API.

The Licensee must have a process to respond to any vulnerabilities in the Interfacing Software, and in the case of any vulnerabilities related to the Interfacing Software's connection to the API discovered by the Licensee or reported to the Licensee by a third party, the Licensee agrees that it will provide vulnerability details to SES-imagotag.

The Licensee shall be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to SES-imagotag's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Licensee's connections or telecommunications links or caused by the internet.

The Licensee agrees to monitor the use of the Interfacing Software for any activity that violates applicable laws, rules and regulation or any terms and conditions of this API License, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of the Interfacing Software from further use of the Interfacing Software.

4.6 Subcontractor

The Licensee may subcontract the development and/or the hosting and/or the distribution of the Interfacing Software to Subcontractors provided that the Licensee (i) informs SES-imagotag prior to such a subcontracting activity, including the identity of the subcontractor and nature of the activity (ii) remains fully responsible for the performance of its obligations under this Licensee Agreement, and (ii) binds Subcontractors to the terms and conditions of this API License. For the avoidance of doubt, a Subcontractor's use of the SES-imagotag Materials for such purposes of the Licensee shall be permitted under this API License and subject to an additional fee paid by the Licensee. Without prejudice to the foregoing, the Licensee (i) is prohibited from communicating its Licensee's user identifier(s) to its subcontractor (ii) will remain fully liable vis-à-vis SES-imagotag for any action or omissions of any Subcontractor.

5. TERM; TERMINATION

5.1 Term

This API License is effective upon the Licensee's first use of the SES-imagotag Materials and shall continue in effect until terminated as set forth herein.

5.2 Automatic termination ("*de plein droit*")

5.2.1 This API License and all rights granted to the Licensee hereunder will immediately and automatically terminate if:

(a) The Licensee commits a material breach of any provisions of this API License, and fails to remedy that breach within thirty (30) calendar days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied, without any liability or indemnity whatsoever of SES-imagotag to the Licensee. No other formalities than those set out in this Section 5.2.1(a) shall be required for the purpose of any termination pursuant to this Section 5.2.1(a).

(b) The Licensee engages in any action that disparages SES-imagotag or any of its Affiliates, or otherwise devalues the name, logos, trademarks, goodwill or reputation of SES-imagotag or any of its Affiliates.

(c) The Licensee brings or threatens to bring any patent claim against SES-imagotag or any of its Affiliates (including any cross-claim or counterclaim) to enforce any patents the Licensee alleges are infringed by the SES-imagotag Materials.

5.2.2 Subject to applicable laws, SES-imagotag shall be entitled to terminate this API License automatically ("*de plein droit*"), without any liability or indemnity whatsoever to the Licensee unless expressly provided otherwise in this API License, by giving written notice to the Licensee, should any of the following events occur:

(a) If the Licensee submits or files a petition of bankruptcy or is declared bankrupt or starts proceeding of arrangement or settlement in relation to bankruptcy.

(a) If the Licensee applies to the Court (or any other person so entitled), for the appointment of an administrator in relation to it.

(b) If the Licensee submits a petition for winding up except in the case of a *bona fide* intra-group reorganization.

5.3 Termination for Force Majeure Event

If a Force Majeure Event persists between the Parties beyond a period of thirty (30) consecutive calendar days, the non-Affected Party may terminate this API License automatically ("*de plein droit*"), in whole or in part, without any liability or indemnity whatsoever to the other Party unless expressly provided otherwise in this API License, by giving a written notice of termination, effective immediately, to the other Party. No other formalities than those set out in this Section 5.3 shall be required for the purpose of any termination pursuant to this Section 5.3.

5.4 Consequences of Termination

Upon termination of this API License for any reason:

(a) All licenses and potential sublicenses granted under this API License shall immediately terminate.

(b) Each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party.

(c) SES-imagotag may require the Licensee immediately to return all copies of the SES-imagotag Materials, SES-imagotag's Confidential Information and any other materials or to erase the same from the Licensee's computer and communications systems and devices used by the Licensee (but not those used by any Authorized User in relation to the Interfacing Software), including such systems and data storage services provided by third parties (to the extent technically and legally practicable). The Licensee may, at SES-imagotag's request, be required to confirm in writing that all such copies have been returned or so erased.

(d) Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the API License which existed at or before the date of termination shall not be affected or prejudiced.

6. DISCLAIMER OF WARRANTIES

THE SES-IMAGOTAG MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SES-IMAGOTAG EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, TO THE EXTENT ALLOWED BY APPLICABLE LAW. THE LICENSEE'S USE OF THE SES-IMAGOTAG MATERIALS IS AT THE LICENSEE'S SOLE DISCRETION AND RISK, AND THE LICENSEE IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY SYSTEM OR DEVICE THAT MAY ARISE FROM SUCH USE. SES- IMAGOTAG MAKES NO WARRANTY OR GUARANTEE THAT THE LICENSEE'S USE WILL BE UNINTERRUPTED, TIMELY OR ERRORFREE, OR THAT ANY ERRORS IN THE SES-IMAGOTAG MATERIALS WILL BE CORRECTED.

7. INDEMNITY

The Licensee agrees that SES-imagotag will have no liability whatsoever for any use the Licensee makes of the SES-imagotag Materials. The Licensee agrees to defend, indemnify and hold harmless SES-imagotag, its Affiliates and each of their respective officers, directors, employees, agents, advertisers, licensors and partners from and against any and all claims, suits, losses, damages (actual or consequential), liabilities, costs, fees and expenses (including reasonable attorneys' fees) arising out of or related to the Licensee's use of the SES-imagotag Materials.

8. INFRINGEMENT

In the event a third party claims the infringement of its rights by the SES-imagotag Materials, the Parties shall give each other prompt notice of such claim and SES-imagotag shall do everything in its power, in order to defend the SES-imagotag Materials against the third party rights claimed. Prompt notice shall mean notice within ten (10) calendar days after reception of the respective claim. The Licensee shall allow SES-imagotag to conduct any third party infringement proceedings on a discretionary basis and hereby grants SES-imagotag all powers of attorney and authorizations which are necessary in order to defend the SES-imagotag Materials against the third party rights claimed. SES-imagotag shall pay all expenses of the proceedings including, without limitation, legal fees and related costs. At SES-imagotag's request, the Licensee shall offer reasonable assistance to SES-imagotag in the frame of the infringement proceedings. In any event, SES-imagotag shall be under no obligation to bring an infringement action against a third party or defend against third party challenges.

9. LIMITATION OF LIABILITY

9.1 The Licensee shall remain responsible for any compatibility issue between its environment and the SES-imagotag Materials.

9.2 The use of the SES-imagotag Materials requires an internet access or other network detailed in the relevant specifications. The Licensee agrees that all costs related to your electronic access to, and communications via, the API will be borne by it. The Licensee is solely responsible and liable for hiring and/or acquiring any hardware and licensing any third party software needed to access and use the SES-imagotag Materials together with their respective installation, maintenance and connection and access to the internet. Any software or equipment installed by the Licensee that is required for the use of the SES-imagotag Materials must be installed in a prudent and reasonable manner and in accordance with standard practice.

9.3 IN NO EVENT AND UNDER NO LEGAL THEORY—WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, PRODUCTS LIABILITY OR OTHERWISE—WILL SES-IMAGOTAG OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS API LICENSE, THE USE OF THE SES-IMAGOTAG MATERIALS OR ANY INABILITY TO USE THE SES- IMAGOTAG MATERIALS (INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST PROFITS OR DATA, FAILURE OR MALFUNCTION OF ANY COMPUTER OR ELECTRONIC SYSTEM, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF SES-IMAGOTAG OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING LIMITATION IS NOT ENFORCEABLE WITHIN ANY APPLICABLE JURISDICTION, IN NO EVENT SHALL SES-IMAGOTAG'S TOTAL LIABLITY TO THE LICENSEE UNDER THIS AGREEMENT FOR ANY DAMAGES EXCEED THE GREATER OF: (A) THE AMOUNT LICENSEE PAID TO SES-IMAGOTAG IN CONNECTION WITH THIS AGREEMENT. AND (B) THE AMOUNT OF FIFTY EUROS (50.00 €).. Nothing in this API License is intended to limit or exclude SES-imagotag's liability to the extent that this is the result of gross negligence or willful misconduct.

10. UPDATES & MODIFICATIONS

10.1 To the SES-imagotag Materials

SES-imagotag may, at its sole discretion, update or modify the SES-imagotag Materials; however, the Licensee understands and acknowledges that this API License does not create any obligation on the part of SES-imagotag to update or modify the SES-imagotag Materials or to provide the Licensee with any support or maintenance of the SES-imagotag Materials. The Licensee further understands that updates or modifications to the SES-imagotag Materials may: (a) remove or restrict previously existing functionality and/or (b) require the Licensee to update or modify its Interfacing Software without any compensation from SES-imagotag to the Licensee.

Except for cloud-based APIs, for which only the most recent version of the SES-imagotag Materials is made available by SES-imagotag to the Licensee, SES-imagotag recommends the License to use and have used such updated version of the SES-imagotag Materials.

10.2 To this API License

SES-imagotag may, at its sole discretion, make changes to this API License. Any such change shall be notified to the Licensee one (1) month prior to becoming effective. In the event of any such changes, the Licensee will be responsible for reviewing the modified API License, which will be effective upon first posting by SES-imagotag to developers after this 1-month period at SES-imagotag.com or upon notification to the Licensee. Use of the SES-imagotag Materials by the Licensee following any such notification constitutes the Licensee's acceptance of the API License as modified.

11. PUBLICITY

This API License does not grant to the Licensee any rights to use the names, logos or trademarks of SES-imagotag or any of its Affiliates. Unless otherwise expressly approved by SES- imagotag beforehand in writing, the Licensee may not make any statement, press release or other public communication regarding this API License or the use of the SES-imagotag Materials, nor may the Licensee state or imply any endorsement of the Licensee or of any Interfacing Software by SES-imagotag or any of its Affiliates.

12. CONFIDENTIALITY

12.1 The API contains valuable proprietary information and trade secrets of SES-imagotag and its suppliers that remain the property of SES-imagotag. Licensee shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.

12.2 More generally, each Party may be given access to Confidential Information from the Disclosing Party in order to perform its obligations under this API License. A Party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving Party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving Party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so. Either Party may reveal the contents of this API License to auditors or other professionals with a need to know in connection with such parties' efforts to obtain financing, comply with legal or regulatory requirements, or negotiate a merger, acquisition, or sale of substantially all the assets of such party's business. Any disclosure of the contents of this API License to auditors or other professionals shall only be made pursuant to an appropriate confidentiality agreement.

12.3 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this API License.

12.4 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents (and also, in the case of the Licensee only, by the Authorized Users) in breach of the terms of this API License.

12.5 SES-imagotag shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.6 The Licensee shall not disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of SES-imagotag. Any press release or publication regarding this Agreement is subject to prior review and written approval of SES-imagotag.

13. PRIVACY

By accepting this API License, the Licensee agrees that SES-imagotag may process personal data pertaining to the Licensee and any Authorized User of the API (including any personal data which the Authorised User may voluntarily disclose to SES-imagotag in any manner). The purpose of such processing of personal data is to enable access to the SES-imagotag Materials and the legal basis is the consent given by the Authorized Users to process their personal data for the said purpose. The SES-imagotag data policy available upon request, details the data subjects' rights, including those of the Authorized Users with respect to such personal data as well as the purpose and conditions for the collection, use and disclosure of such personal data.

Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Section 13 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

Notwithstanding the foregoing, the Licensee is responsible for informing end users, including Authorized Users, of its privacy policy as well as SES-Imagotag's privacy policy.

14. DISCLAIMERS AND NOTICES

In any distribution of the Interfacing Software, the Licensee will retain and reproduce in their entirety any disclaimers, copyright notices or other proprietary notices, if any, provided with the SES-imagotag Materials.

15. SURVIVAL

Any provision of this API License that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this API License, including Sections 3, 4, 5.4, 6, 9, 11 and 12 shall survive the termination of this API License along with any terms that would by their nature survive such termination.

16. FORCE MAJEURE

16.1 Neither Party shall be liable for any failure or delay on its part to perform any obligation hereunder to the extent the said failure or delay is caused by a force majeure event, namely an event which (i) is beyond that Party's control, (ii) could not be foreseen at the time of conclusion of this Agreement and (iii) could not be avoided by appropriate measures (a "Force Majeure Event"). For the purposes of this API License, a Force Majeure Event shall mean war, fire, riot, act of God (e.g. flood, earthquake, typhoon, epidemic or other natural calamity), blockage, embargo or act of Government authority (e.g. prohibition or restriction of importation or exportation) which meet the criteria in Section 16.1(iii) above and shall exclude work stoppages.

16.2 The Party suffering a Force Majeure Event (the "Affected Party") shall:

(a) inform the other Party thereof, without delay, by giving notice including details of the Force Majeure Event, and an estimate as to when it will end,

(b) make reasonable efforts to remedy the situation and/or minimize the effects thereof, insofar as is possible and/or appropriate,

(c) inform the other Party when the Force Majeure Event is at an end and resume performance of this Agreement, forthwith.

The Parties acknowledge agree that Section 5.3 and Section 16 constitute the full agreement of the Parties on "*force majeure*", including on their rights and obligations in connection thereto.

17. MISCELLANEOUS

17.1 Entire Agreement

This API License constitutes the entire agreement between SES-imagotag and the Licensee and supersedes any prior agreements relating to the subject matter hereof between SES-imagotag and the Licensee.

17.2 Assignment

This API License and the rights and obligations hereunder may not be assigned or delegated by the Licensee without the prior written consent of SES-imagotag, which may be withheld at the sole discretion of SES-imagotag.

17.3 No third-party beneficiaries

Other than as expressly set forth herein, no person or entity not a party to this API License will be a third-party beneficiary of this API License.

17.4 Jurisdiction, venue and choice of law.

This API License will be governed by and construed according to the laws of France, without reference to its conflict of laws provisions. The Parties agree to submit any dispute, controversy or claim arising out of or in connection with this API License, including any question regarding its existence, validity or termination, to the personal and exclusive jurisdiction of the Commercial Court of Nanterre, France.

17.5 Export regulation

The API may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available outside the US.

17.6 Waiver

The failure of SES-imagotag to exercise or enforce any right or provision of this API License will not constitute a waiver of such right or provision.

17.7 Severability

If any provision of this API License is found by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be removed from this API License and the remaining provisions will remain in full force and effect.

17.8 Equitable remedies

The Licensee acknowledges that SES-imagotag will have the right to seek an injunction if necessary, to stop or prevent a breach of Licensee's obligations hereunder. In the event that SES-imagotag prevails in any proceeding or lawsuit brought by either party in connection with this API License, SES-imagotag will be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal.