

GPV TERMS AND CONDITIONS FOR DEVELOPMENT AND ENGINEERING SERVICES

PREAMBLE

1. These General Conditions shall specify the terms and conditions, which shall be applied when GPV provides any development and engineering and/or new product introduction related services to its customer ("Customer") provided that a reference to these General Conditions has been made in GPV's quotation (the "Quotation"), Customer's order (the "Order"), or GPV's Order acknowledgement ("the Order Confirmation"). GPV's Quotation or Order Confirmation, whichever is the later document, together with these General Conditions shall form the agreement between the Parties (this "Agreement"). For the purposes of this Agreement, GPV shall mean the relevant GPV group company in question providing the development and engineering services under this Agreement. These General Conditions concern exclusively the provision of Services as defined in the Clause 3 below, and any and all other services including but not limited to manufacturing services, after sales services and demand/supply chain services shall be subject to separate agreement(s).

2. Any terms and conditions stipulated by Customer that are in contradiction to these General Conditions shall only apply to the extent that a specific reference to the Clause of these General Conditions, which is intended to be amended has been made and duly accepted and signed by GPV.

DEVELOPMENT AND ENGINEERING SERVICES

3. The development and engineering services to be provided by GPV and their object, scope, nature, deliverables, and pricing principles are specified in detail in the Quotation and corresponding Order, and finally in the Order Confirmation ("Service"). The Services, as agreed, may include consultation services in various areas related to electronics engineering for example development and building of test equipment (cf. below), printed circuit board layout services, prototyping (cf. below), new product introduction services, electronics hardware- and embedded software development, electronics related mechanics and component design and development support (among others the ASICS and FPGA) services, and documentation services. The results of the Services shall be called "Deliverables".

4. In case of inconsistency or contradiction between Customer's request for quotation ("RFQ") and Quotation, the Quotation shall prevail. Respectively, in case of inconsistency or contradiction between the Order and Order Confirmation, the Order Confirmation shall prevail.

TESTING DELIVERABLES

5. In case GPV shall deliver any services related to testing, including testing equipment, testing environment, testing concepts and alike, in whatever form ("Testing Deliverables") to Customer, such physical Testing Deliverables shall also be subject to these General Conditions.

6. For avoidance of doubt, an agreement regarding Testing Deliveries only includes the delivery of such Testing Deliverables. Any maintenance, update or maintenance of software, repair (outside the warranty, cf. Clauses 39-43) or other such services related to Testing Deliverables after the Testing Deliverables have been delivered to Customer, needs to be agreed on separately by the Parties, and GPV is entitled to separate remuneration.

7. Customer may not nor attempt to disassembly or reverse engineer of the software (belonging to and vested in GPV) included in the Testing Deliverables.

PROTOTYPES

8. In case GPV shall deliver prototypes as part of the Services, being a preliminary version of a product designed to test the feasibility and viability of a concept or idea, or an initial functional prototype that is the first complete version of product however lacking full features and polish, as specified in detail in the Quotation, Order or Order Confirmation ("Prototypes"), such Prototypes shall be delivered with the sole purposes of the Customer testing the feasibility and viability of the agreed purpose. The Prototypes are based on a best-effort standard, and GPV does not warrant that the Prototypes can be manufactured successfully.

9. Customer shall upon receipt of the Prototypes conduct all test of the Prototypes, including but not limited to test cycles of the Prototypes, to ensure that the Prototypes are suitable for the specified purpose by Customer. Customer shall be responsible for having the Prototypes thoroughly tested and approved before initiating production of products based on the Prototypes.

SPECIFICATIONS AND OTHER DOCUMENTATION

10. Customer shall make available to GPV in a traceable form such as in writing or electronic form, free of charge and at the appropriate time, all documents needed for the fulfilment of the Services, including specifications, drawings, instructions, and other necessary information ("Specifications").

11. Any and all Services are based on Customer's Specifications. Before GPV commences any Service, the Specification(s) must have been approved by Customer in writing to be the basis of the Service. Before an approval is provided by Customer, GPV shall not begin the Service.

12. Customer is at all times entitled to amend the Specifications in written form. However, any amendment of the Specification shall cause Customer to be obliged to request GPV for a re-quotation of the Service as a whole in a form of a new RFQ. GPV may at its discretion then make a new Quotation to Customer, based on which Customer makes a new order which will be accepted by GPV by providing an Order Confirmation. Should the amendment require any new components or materials, workforce, space or tools, Customer shall compensate GPV in accordance with Clauses 15 to 18. In the event GPV decides not to quote for the amendment or finds it not feasible, the existing Agreement as stated in the original Order and Order Confirmation shall apply. For avoidance of doubt, Customer has the right to cancel the Agreement any time in accordance with Clauses 15-18. In addition, before commencing any Service re-quoted in accordance with this Clause 12, Customer shall provide the new, approved Specification to GPV. Should Customer and GPV decide to enter into a new agreement, the old agreement shall be considered as terminated by Customer in accordance with Clauses 15-18, unless the Parties have specifically agreed not to terminate the old agreement.

13. In the event GPV discovers a need for changes or amendments in the Specifications, GPV may notify Customer of such need and the effects associated with such changes. If Customer accepts a change or an amendment proposed by GPV, Customer shall provide GPV with a new approved Specification(s) in which the change or amendment has been taken into account and GPV shall act in

accordance with the new Specification(s) thereafter. Should the Specifications result in any excess components, workforce, space or tools, Customer shall compensate GPV in accordance with Clauses 15 to 18. In addition, in the event GPV discovers that the Specifications cannot be met and GPV informs Customer thereof, GPV shall not continue the Service without Customer's specific written acknowledgement and approval of the fact that the Specifications cannot be met. In the event Customer wishes to continue and gives such approval, GPV shall not be responsible for the non-fulfilment of the Specifications.

14. The Specifications are at all times defined, provided and owned by Customer. Customer shall all times remain solely liable for their correctness, completeness, non-infringement, intended functionality, suitability and fitness for a particular purpose.

CANCELLATION

15. Customer shall have the right in its sole discretion to cancel the Agreement. No cancellation shall be effective unless GPV has received Customer's written notice thereof at least ninety (90) days prior to the date of the cancellation.

16. In the event Customer cancels the Agreement, or any part thereof, after GPV has commenced the preparations for the Service, Customer shall compensate GPV in full for all actual costs incurred or caused by the preparation or performance of the Service.

17. As a part of the actual costs incurred and to be compensated according to Clause 16, Customer undertakes to:

- a) pay the price of the work done up until the cancellation;
- b) pay the costs related to cancellation, for example outside services purchased by GPV, cost of labour, storage, and tools, the actually incurred cost of specially needed licenses acquired by GPV in order to carry out the agreed engineering Service. However, such licenses should be identified and agreed with Customer before the commencement of the Services, if any, incurred or caused by the preparation or performance of Services;
- c) Purchase the components, parts and materials ("Components") which GPV needed to order due to the agreed engineering Service as follows: Customer shall acquire from GPV for the aggregate cost consisting of the net purchasing price, inbound freight and customs duties all Components added with 12% (to cover the cost of handling, warehousing and the cost of capital) ordered for the cancelled agreed engineering Service based on (i) the Component delivery lead time with the relevant Component supplier (ii) applicable processing time; and (iii) the applicable lot size and minimum ordering quantity of such Components; and;
- d) compensate GPV for the costs of all investments made according to Clause 30.

18. GPV shall prepare a calculation specifying the compensation payable in accordance with Clauses 16 and 17. GPV shall submit an invoice to Customer based on that calculation, or relevant parts thereof. The payment term for the invoice shall be net fourteen (14) days from the date of the invoice.

MILESTONES AND APPROVAL

19. Customer and GPV may agree upon certain milestones and/or phases for the Service. The milestones/phases shall be clearly defined and agreed upon in writing prior to commencing the Service either in the Quotation, Order Confirmation, or a separate agreement document. After each milestone/phase Customer shall review and approve each milestone/phase. The milestones/phases may be subject to different verification/validation processes, which shall be described in detail in the Quotation, Order confirmation or separate agreement document. GPV shall not commence the work for the next milestone/phase before Customer has acknowledged and approved the milestone/phase, in addition to the possible verification(s) and validation(s) as agreed.

➤ Accomplish more

20. After delivery of a Deliverable or part of it as agreed Milestone, Customer shall give its approval for the Deliverable or Milestone, as applicable, in writing.

21. In the event Deliverable or Milestone is not in conformance with the agreed Specification, Customer shall promptly, but no later than within four (4) weeks notify GPV of such non-conformance together with details of such finding. GPV shall, if such non-conformance is covered by GPV's warranty as defined in Clause 39, within reasonable time, modify Deliverable or Milestone to meet the agreed Specification or Milestone, as applicable. Upon receiving notice of the corrections performed by GPV, Customer shall either

- 1) continue the approval process and give its approval latest within two weeks after performance of the corrections by GPV, or if the Specification cannot be met by GPV, then either to
- 2) adjust the Specification in accordance with the Clause 11, or
- 3) cancel the Service in accordance with the Clause 15-18.

22. Deliverable and Milestones are deemed to be approved once (i) Customer submits to GPV an approval note in writing, or (ii) four weeks' time after delivery of Deliverable or Milestone, as applicable, has ended without the Customer notifying GPV in detail and in writing of any specific non-conformances whichever of these (i) or (ii) occurs first.

23. Customer has obligation to diligently and professionally inspect and evaluate the Deliverable and Milestones in order to find any non-conformances, faults, malfunctions or any other defects.

24. After approval is given, Customer shall not be entitled and GPV shall not be liable for any defects, non-conformances, malfunctions, or faults to the extent those were discovered or should have been discovered by the Customer during diligent and professional inspection and evaluation of the Deliverable or Milestones. After approval GPV's liability for the Deliverable and Milestones shall be limited to hidden defects found during the warranty period as described in Clauses 39-43 below. After the warranty period, GPV shall not be liable for any hidden defects, non-conformances, malfunctions, or faults either.

25. GPV shall have no obligation to maintain Deliverable or any relating documentation unless otherwise agreed upon specifically in writing.

26. For avoidance of doubt, all rights, obligations, and responsibilities relating to manufacturing of Customer's products shall be exclusively defined and agreed upon in a separate manufacturing services agreement or as described in the GPV General Conditions for Manufacturing Services, as applicable. However, at the end of the agreed Service project, any and all components, machinery and like investments made by GPV on Customer's behalf shall be compensated in accordance with the principles set forth in Clauses 15 to 18.

PRICING, TERMS OF PAYMENT AND DELIVERY

27. The overall costs of a Service are specified in the Quotation or Order Confirmation. Unless otherwise stated they are exclusive of sales, excise duties, VAT or other similar taxes and duties which shall be added where applicable.

28. The Services can be priced based on the amount of work performed by GPV. The hourly invoicing prices for individual Services shall be set forth in the Quotation or Order Confirmation. A reference may be made to GPV's List of Services/Price List as amended from time-to-time.

29. GPV shall have the right to amend the hourly invoicing prices from time to time, by issuing a thirty (30) days prior written notice to Customer. The new hourly invoicing prices shall apply to the Agreement after the expiry of the said thirty (30) day period. In case of an increase to the hourly invoicing prices, Customer shall have the right to terminate the Agreement with respect to such Service,

whose hourly invoice prices have been increased. The termination must be made in written form and delivered to GPV within the aforementioned thirty (30) days period after which price increase becomes effective. Should Customer decide to use its termination right, the termination will become effective thirty (30) days after the date of serving the termination notice. In case of a termination, Customer shall compensate GPV in accordance with Clauses 15 to 18.

INVESTMENTS

30. If GPV has in the Quotation or thereafter agreed to make certain investment(s) before and/or during the Service, Customer shall always be responsible for compensating GPV in full for those components, materials, machinery, equipment, and other preparation expenses. For avoidance of doubt, if the Deliverable includes tools or equipment such as testers, this Agreement includes only the delivery of such tools or equipment as Deliverables. Any maintenance, repair or other such services related to tools or equipment after the Deliverable has been delivered to Customer, needs to be agreed on separately by the Parties.

TERMS OF PAYMENT

31. The Terms of Payment shall be fourteen (14) days net from the date of the invoice unless the Quotation provides otherwise. The delay interest shall be calculated in accordance with the applicable law. In the event any payment is delayed more than fourteen (14) days, GPV shall have the right to withhold delivery of Services until the delay has been remedied in full.

32. Invoices will be submitted monthly for Services performed during the previous month unless the Quotation provides otherwise.

33. All other terms relating to the payment of Services shall be specified in the Quotation.

TERMS OF DELIVERY AND DELAY

34. The Service(s) shall be delivered on the date(s) set out in the Quotation.

35. The terms of delivery of any prototypes shall be in accordance with INCOTERMS 2020. Service specific Terms of Delivery shall be specified in the Agreement. If no delivery term is specified in the Agreement, EX WORKS GPV's place of business shall apply.

36. The Service shall be performed without delay. For the purpose of drafting a time schedule, Customer shall set a date for the commencement of the Service. Once the Parties have approved the time schedule for the Services, the schedule shall be followed. If additional work or modifications affect the time schedule, or in the event Customer has not provided the Specifications necessary for carrying out the Services or if GPV's performance is delayed owing to circumstances attributable to Customer, GPV is entitled to extend the time schedule accordingly.

37. If the agreed time-schedule cannot be adhered to because of circumstances attributable to GPV, and other arrangements have not been made, Customer shall be entitled to liquidated damages in the amount of 0.5% of the value of the delayed part of the Service for each full week of delay, however to the maximum of ten weeks. This Clause sets forth GPV's entire liability for delay, and GPV shall not be liable for any other costs, expenses or damages caused by the delay.

38. If, during the performance of the Services, the Parties agree on a tighter time schedule than the original one, Customer shall compensate GPV for the additional costs incurred.

WARRANTY

39. Subject to Clause 5 - 9, GPV warrants that the Service will be carried out in a competent and professional manner and in accordance with the Quotation, Specification(s) and the agreed quality requirements, if any. GPV's aforementioned warranty shall not apply

if (i) the defect, fault or deficiency is either full or in part attributable to Customer, or documentation, software, hardware, Specifications or other parts delivered by Customer to GPV; (ii) re-work, adjustment, repair or part replacement is required because of wear and tear, or external factors (such as accident, fluctuation of electricity or air conditioning, or damage caused by thunder, fire or water) or unusual physical or electrical stress; (iii) neglect and/or misuse to e.g. follow instructions for use, maintenance or cleaning; or (iv) if others than GPV have repaired or modified the Deliverables.

40. In the event the Deliverable is not, due to GPV' failure, in compliance with the foregoing warranty, GPV shall without undue delay as the sole and exclusive remedy at its own discretion re-do, repair, correct, replace, or credit the faulty Deliverable in question, provided that the warranty period is still in force. In order to retain the right to agreed warranty remedies, Customer undertakes to notify GPV in written form of any and all defects and deficiencies within fourteen (14) days after Customer noticed such defect or deficiency.

41. Unless otherwise stated in the Quotation or otherwise agreed in writing between the Parties, the warranty period during which Customer can request GPV to remedy the defects or deficiencies belonging to GPV's warranty in the Deliverables shall be three (3) months from the delivery of the Deliverable. No later claims can be made. All Deliverable(s) that are rejected by Customer due to a defect or deficiency in the Deliverable(s) and all Deliverables having defect or deficiency within the GPV warranty period, shall be returned to GPV accompanied by a report issued by Customer stating the description of the defect or deficiency and the suspected cause of the defect or deficiency. If the defect or deficiency is verified by relevant test(s) to be GPV's responsibility according to Clause 39, the Deliverable shall on GPV's sole discretion be redone, repaired, corrected, replaced, credited, or refunded. Regarding components, parts and materials that are used as part of the Deliverables, GPV does not assume liability but will forward warranties and remedies GPV receives from the supplier of the defected components, materials or parts in question to the extent possible.

42. If the cause for the defect or deficiency is not covered by GPV's warranty, Customer shall reimburse GPV for the direct costs caused by or incurred as a result of the defect or deficiency, such as the costs of necessary verification test(s) as well as repair and replacement, if applicable. For avoidance of doubt, in no event will GPV be liable for any defects, costs or damages relating to products possibly delivered by the Customer to its own customers or end-users, or products which are processed by using the Deliverable made by GPV.

43. Save as stipulated in Clause 41 GPV shall not have any liability for the Services and Deliverables, and GPV shall not be liable for any incorrectness, failures, deficiencies, malfunction, defects, third-party IPR infringements, costs, damages or expenses. For avoidance of doubt, in no event will GPV be liable for any costs, expenses or damages relating to Deliverables, Services or Products possibly delivered by Customer to its end-customer, neither for parts or products that may have been processed by using the results of the Services. The warranties and remedies herein are exclusive and stated in lieu of all other warranties and remedies, whether express, statutory, or implied, including but not limited to warranties of merchantability, non-infringement and fitness for a particular purpose, all of which are hereby expressly disclaimed to the maximum extent permitted by mandatory provisions of law; and neither assume nor authorize any other party to assume for GPV any other liabilities in connection with the Services and Deliverables.

PRODUCT LIABILITY

44. Customer shall to the extent possible be solely responsible for compensating the damage to property and/or injury to or death of persons caused by the Deliverables. Customer shall on GPV's request defend and in any event, indemnify GPV against any and all damages, compensations and reasonable costs (including attorneys' fees) as GPV may have been ordered to pay to a third party

by any competent court or by settlement out of court, provided that if GPV wishes to settle such product liability case, Customer must always be kept fully informed of the developments of the settlement negotiations, and the settlement is subject to Customer's prior written consent, which consent shall not be unreasonably withheld.

INTELLECTUAL PROPERTY RIGHTS AND KNOW HOW

45. For the purpose of this Agreement,

"Background Material" means any material, including but not limited to any software, applications, hardware, manufacturing processes, procedures, methodologies, concepts, data and alike in whatever form developed or created prior to or outside the scope of this Agreement (including any enhancements and modifications thereto carried out during the course of this Agreement), excluding, however, any Third Party Material;

"IPR" or "Intellectual Property Rights" means any and all intellectual property rights such as patents (including utility models and rights to patent an invention), designs, inventions, registered and unregistered designs, chip topography rights, registered and unregistered trade names, trademarks, domain names, circuit designs, production documentation, copyrights, trade secrets and know-how as well as any applications thereof, and any other forms of like statutory protection (whether or not registered or capable of registration) and any applications related to the foregoing rights; and

"Third Party Material" means any material, including but not limited to any software, applications, hardware, manufacturing processes, procedures, methodologies, concepts, data and alike, in whatever form, developed by a third party and which rights, title and interest belong to a third party.

46. All rights, title, and interest, including all Intellectual Property Rights in and to any GPV Background Material shall remain vested in GPV.

47. All rights, title, and interest, including all Intellectual Property Rights in and to any Customer Background Material shall remain vested in the Customer.

48. All rights, title and interest, including all Intellectual Property Rights in and to any Third-Party Material shall vest in such third party.

49. The rights, title and interest, including any Intellectual Property Rights in and to the Deliverables shall be allocated between the Parties as follows:

- (i) any Deliverables arising out of the Testing Deliverables shall vest in GPV, excluding, however, any Customer Background-Material; and
- (ii) any other than in subsection (i) above defined Deliverables arising out of the Services shall vest in the Customer, excluding, however, any GPV Background Material ("Engineering Deliverables"),

(Testing Deliverables and Engineering Deliverables jointly referred to as "Deliverables");

50. Subject to the Customer having paid the Services in full and excluding any GPV Background Material, Third Party Material and Testing Deliverables, GPV hereby transfers and assigns all rights, title and interest, including all Intellectual Property Rights, (with the right to pass such rights to any third party and the right to modify) in and to the Engineering Deliverables to the Customer.

51. To the extent the Engineering Deliverables include any GPV Background Material and subject to the Customer having paid the Services in full, GPV hereby grants to the Customer a non-exclusive, non-transferable, worldwide, perpetual license to use and modify such GPV Background Material part of the Engineering Deliverables solely for the purpose of and to the extent necessary for using the Engineering Deliverables. The Customer shall have the right to sublicense the rights granted by GPV in the immediately

preceding sentence to its affiliates solely to the extent necessary for such affiliates use of the Engineering Deliverables.

52. Subject to the Customer having paid the Services in full, GPV hereby grants to the Customer for the term of this Agreement a non-exclusive, non-transferable, worldwide right and license to use, modify and distribute the Testing Deliverables, including any GPV Background Material part of the Testing Deliverables, solely for the Customer's internal business purposes and within the Customer's organisation. In addition, and subject to the Customer having paid the Services in full, GPV hereby grants to the Customer for the term of this Agreement a non-exclusive, non-transferable, worldwide, right and license to sublicense the right to use the Testing Deliverables, including any GPV's Background Material part of the Deliverables, to the Customer's designated third parties performing work or services on behalf of and for the sole benefit of the Customer.

53. Notwithstanding any right and license grant by GPV to any GPV Intellectual Property Rights under this Agreement and except to the extent expressly permitted by the mandatory provisions of law which cannot be excepted by contract, the Customer shall not and shall not attempt to reverse engineer or decompile any Deliverables, including but not limited to any GPV Background Material part of the Deliverables, licensed to the Customer subject to this Agreement. In addition, with regards to any software, including any software applications or any parts thereof part of any Deliverables, including but not limited to any GPV Background Material part of any Deliverables, licensed to the Customer subject to this Agreement, the Customer shall only have the right to make one (1) back-up copy of such software or software applications for archival purposes only, provided that all copyright notices and legends remain intact and unmodified. For the avoidance of doubt, except where otherwise agreed between GPV and the Customer in writing, any software or software applications part of any Deliverables, including any GPV Background Material part the Deliverables, shall be supplied to the Customer in object code format only.

54. To the extent any Deliverables include any Third-Party Material, any Intellectual Property Rights pertaining thereto shall be licensed to the Customer subject to the license terms and conditions of such third party.

55. The Customer shall provide and deliver to GPV any Customer Background Material and Third Party Material licensed or procured by the Customer necessary for GPV to perform the Services and the Customer hereby grants to GPV, to the extent necessary for GPV to perform the Services, a non-exclusive, non-transferable, worldwide, free of charge, royalty free license to use, including the right to make necessary modifications, any Customer Background Material and Third Party Material licensed or procured by the Customer.

56. Save for the express rights and license granted by GPV to the Customer hereunder, no rights or license, express or implied, to any GPV IPR (including but not limited to the Deliverables and GPV Background Material) is granted to the Customer.

57. The Parties shall assist each other in preparing and signing such documents as may be necessary to enable them to be registered as holder of patents, patterns or other industrial and Intellectual Property Rights relating to the Deliverables. In the event a third party initiates revocation or opposition proceedings against any such application, the Parties agree to support each other to the fullest extent.

58. For the sake of clarity it is stated that nothing contained herein shall be interpreted to prevent GPV from using its general professional skills and experience, as acquired in connection with this Agreement, in enhancing its Services and providing them to any other GPV's customers, including the right to reuse and redevelop (in any form) the ideas, methodologies, concepts, solutions, components and parts thereof created, conceived or developed within the scope of this Agreement, regardless of whether such ideas, methodologies or concepts would be included in, be a part of or

exercised by the Deliverables supplied to the Customer subject to this Agreement.

59. Customer shall defend, indemnify and hold GPV harmless from and against any and all damages, cost and expenses (including reasonable attorneys' fees) incurred as a result of any claim, suit or proceeding brought against GPV based on a claim that GPV's activities when properly fulfilling its obligations under the Agreement, constitutes an infringement of any IPR or similar right, provided that the infringement is not directly referable; (i) to GPV's Background Material, (ii) Third Party Material licensed or procured by GPV; or (iii) to GPV's negligent non-compliance with the Specification(s). In case Customer fails to act against such claims and actions, GPV shall have the right to take appropriate legal action and shall be repaid any expenses in so doing.

CONFIDENTIALITY

60. Each Party shall keep in confidence all technical, commercial and financial material and information received from the other Party which is marked or otherwise identified as, or which should be understood to be, confidential, and may not use such material or information for any other purposes than those set forth in this Agreement. However, GPV shall be entitled to disclose confidential material to its sub-contractors to the extent necessary for carrying out the Services.

61. The confidentiality obligation shall, however, not be applied to material and information, (a) which is or later becomes generally available or otherwise public without breach of this Agreement by the receiving Party; (b) which the Party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; or (d) which a Party has independently developed without using material or information received from the other Party.

62. Each party shall be entitled to use the general professional skills and experience acquired in connection with this Agreement for all purposes.

63. For the sake of clarity, it is stated that nothing stated herein shall be interpreted to prevent GPV from using the information in question to enhance and monitor its Services and business needs or providing Services and any similar services to other customers of GPV.

64. The confidentiality obligation set forth herein shall survive the termination or cancellation of this Agreement and shall remain in force for a period of five (5) years.

FORCE MAJEURE

65. Either Party shall be excused from the performance or punctual performance of any of its obligations under the Agreement and such obligations shall be extended by a period reasonable under the circumstances if the performance thereof is prevented or delayed by industrial disputes or any cause beyond the affected Party's reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, wars, accident, embargo or requisition (acts of government), including non-availability of an export license for the Deliverables or any part thereof, visa and permits for either Party's personnel, general material shortage, or delays in the performance of its sub-contractors caused by any such circumstances as referred to in this Clause.

66. The right to relief shall apply irrespective of whether the cause of prevention or delay occurs before or after the agreed due time for such obligations.

67. In case of force majeure, the affected Party shall promptly notify the other Party in writing and furnish all relevant information thereto.

68. Should a cause of force majeure continue for more than three (3) months, either Party shall have the right to terminate the

Agreement by a notice in written form to the other Party, with immediate effect.

MISCELLANEOUS

69. Neither Party has the right to assign this Agreement or any right therein (excluding however the right to sell receivables) without the prior written consent of the other Party. However, GPV is always entitled to assign this Agreement to its affiliates or in connection with a merger or acquisition process.

70. GPV shall have the right to use sub-contractors in providing of the Services.

71. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties and neither Party shall have the right or authority to create any obligation or duty, express or implied, on behalf of the other.

72. Any modifications to this Agreement are valid only if made in writing and signed by both Parties.

73. If any term or provision of this Agreement is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and the void, illegal or unenforceable term shall be replaced by a new one being as close to the replaced term as legally possible.

LIMITATION OF LIABILITY

74. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES: TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF LAW, (A) GPV SHALL NOT BE LIABLE TO CUSTOMER FOR LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF DATA, LOSS OF USE OR REVENUE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL COST, EXPENSES OR DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, EXCEPT WHERE GPV HAS BEEN GUILTY OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; AND (B) GPV'S TOTAL AGGREGATE LIABILITY WITH RESPECT TO ANY SERVICES SHALL NOT EXCEED THE AMOUNT CORRESPONDING TO TWENTY (20) PER CENT OF THE INVOICED VALUE FOR THE SERVICE.

GOVERNING LAW, DISPUTES

75. This Agreement shall be governed by the laws of Denmark, exclusive of any provisions of the United Nations Convention on the International Sale of Goods and without regard to principles of conflicts of laws.

76. Any dispute arising out of or in connection with this contract, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The arbitral tribunal shall be composed of one (1) arbitrator. The proceeding shall be conducted in the English language.

77. The Parties agree to recognize the decision of the arbitrator as final, binding and executable. The arbitration shall be the exclusive remedy of the Parties to the dispute regarding claims or counter-claims presented to the arbitrators.

78. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.