

# Subscription License Terms

## 1. SCOPE

These subscription license terms (the "**Terms**") shall apply to all agreements concluded between Pixelverse GmbH, Bernerstrasse Nord 180, 8064 Zürich, Switzerland (the "**Supplier**") and Customers with respect to the licensing of the Software.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

"**Affiliate**" means any entity, whether incorporated or not, that is Controlled by, Controls, or is under common Control with the Party referred to when using the term.

"**Agreement**" means any agreement concluded between the Supplier and a Customer based on these Terms, which shall consist of the details agreed using the Site, or any other terms agreed bilaterally, and these Terms.

"**Application**" means a website or app that uses the Software. Each individually branded website or app is deemed to be one (1) Application.

"**Confidential Information**" has the meaning assigned to such term in Clause 10(a).

"**Control**" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

"**Customer**" means the customer having concluded an Agreement with the Supplier.

"**Defaulting Party**" has the meaning assigned to such term in Clause 15.3(a).

"**Dependencies**" has the meaning assigned to such term in Clause 5.2.

"**Documentation**" means the documentation of the Software available at <https://strich.io/>.

"**Extension Term**" has the meaning assigned to such term in Clause 15.1(b).

"**Intellectual Property Rights**" means any and all rights in and to Intellectual Property.

"**Intellectual Property**" means any trademarks, trade names, business names, brand names, domain names, service marks, copyrights, including any performing, author or moral rights, designs, inventions, patents, franchises, formulas, processes, know-how, technology and related goodwill, and any patent applications, patent registrations, issued patents, continuations in part, divisional applications or analogous rights or license rights therefore, and all other intellectual or industrial property.

"**License**" has the meaning assigned to such term in Clause 4.1.

"**Minimum Subscription Term**" means a minimum term that is a multiple of the Subscription Term agreed by the Customer at checkout on the Site or agreed between the Parties in the Order Form.

"**MOR**" has the meaning assigned to such term in Clause 8.3(a).

"**Non-Defaulting Party**" has the meaning assigned to such term in Clause 15.3(a).

"**Offer**" has the meaning assigned to such term in Clause 3(b).

"**Order Form**" means a written form with which the Customer orders a License from the Supplier.

"**Site**" means <https://www.strich.io>.

"**Software**" has the meaning set out in the recitals.

"**Subscription Fee**" shall mean the fee the Customer shall pay to the Supplier for the License.

"**Subscription Term**" means the duration of the subscription chosen by the Customer at checkout on the Site or agreed between the Parties in the Order Form.

"**Subscription Tier**" means the subscription tier chosen by the Customer at checkout on the Site or agreed between the Parties in writing.

"**Supplier**" has the meaning assigned to such term in Clause 1.

"**Support Services**" has the meaning assigned to such term in Clause 7(a).

"**Tax**" means any tax, duty, or levy imposed by any governmental body.

"**Terms**" has the meaning assigned to such term in Clause 1.

"**Update**" means any change to the Software that the Supplier provides to all of its customers, including patches, hot fixes, security updates, improvements, or new releases.

"**VAT**" means any consumption and use, goods and services, harmonized sales, value-added, sales and other similar Taxes that ultimately are levied on Services.

## **2.2 Interpretation**

- (a) Any defined term denoting the singular shall be interpreted to also denote the plural and vice versa.
- (b) Any reference to a "**Clause**" shall be deemed to be a reference to a clause of this Agreement unless the circumstances provide otherwise.
- (c) "**Including**" shall be deemed to mean "including (without limitation)".

## **3. CONCLUSION OF AGREEMENTS**

- (a) Agreements are concluded either using the ordering process provided by the Site, or by the Parties executing an Order Form.
- (b) In case of a conclusion via the Site, the Agreement is concluded when the Customer has completed the ordering process offered by the Site. If the ordering process provides for a free trial period, then the Subscription Term shall start at the end of such free trial period.

- (c) In case of the execution of an Order Form, the Agreement shall be concluded when the Order Form is executed by the Customer. In case of any conflict between the Order Form and these Terms, the provisions of the Order Form shall prevail.
- (d) For the avoidance of doubt, the Site and its content do not constitute binding offers of the Supplier.

## **4. LICENSE**

### **4.1 License Grant**

- (a) Subject to the terms and conditions of this Agreement, Supplier grants to Customer a time-limited, non-exclusive, non-transferable license to use the Software for the Subscription Term, solely for the internal business purposes of Customer, and to integrate the Software into its Applications (the "**License**"). The Software may not be used for any other purpose and is for Customer's own use only.
- (b) The License granted herein is conditioned upon payment of the Subscription Fee and compliance with the terms of this Agreement.

### **4.2 License Terms and Restrictions**

- (a) The usage of the Software shall be subject to the limitations of the Subscription Tier chosen by the Customer.
- (b) The License allows the usage of the Software for the Customer's purposes only, which shall include the integration of the Software into Applications of the Customer or its clients.
- (c) Depending on the Subscription Tier, use of the Software is limited to:
  - (i) a certain number of scans per month ("Basic" and "Professional" Subscription Tiers); or
  - (ii) a certain number of Applications ("Business" and "Enterprise" Subscription Tiers).
- (d) The Customer may permit Customer's agents and contractors (including third-party developers and outsourcers) and any Customer Affiliates to use the Software for the purposes of the Customer within the limits set out herein, provided that Customer has entered with such entities into confidentiality agreements no less strict than those set out in this Agreement with respect to the Software.
- (e) Customer shall not, and shall not permit any third party to: (i) copy or reproduce the licensed software, except as expressly permitted herein; (ii) modify, adapt, translate or create derivative works based on the licensed software, it being understood that the foregoing shall not limit the Customer's right under the License to integrate the Software into its products and services; (iii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the licensed software, except to the extent such restriction is prohibited by applicable law; (iv) sell, rent, lease, sublicense or otherwise transfer the licensed software or any rights granted herein to any

third party; (v) use the licensed software to provide services to any third party or to operate in a time-sharing or service bureau arrangement, it being understood however that the Customer may use the Software in its own products and services marketed to the public; (vi) publish any benchmark or performance tests run on the Software or any portion thereof; or (v) remove any proprietary notices, labels or markings in the Software unless permitted under a specific Subscription Tier.

- (f) The Supplier shall have the right to analyze the Customer's usage of the Software in order to prevent unauthorized usage and to take any and all measures necessary or useful to prevent or terminate any unauthorized usage. For the avoidance of doubt, no personal information of end-users will be accessed by the Supplier. In this context, the Customer shall not use the setCustomId method of the Software to transmit any information that contains personal identifiable information.

#### **4.3 License Key Mechanism**

The Customer is hereby made aware of the fact that the Software includes a mechanism to limit the Customer's usage of the Software as provided for by the Agreement.

### **5. USAGE OF THE SOFTWARE BY THE CUSTOMER**

#### **5.1 Assumption of Risk**

- (a) Use of the Software shall be at the sole discretion of the Customer, and such use shall be at the Customer's sole risk.
- (b) The Customer shall hold the Supplier harmless from any claims of any of its clients and/or any third party resulting from the Customer's usage of the Software and shall fully indemnify the Supplier against any such claim.

#### **5.2 Obtainment of Dependencies, and Compliance with Open-Source License Requirements**

- (a) The Software includes, or is dependent upon, certain third-party open-source software (the "**Dependencies**").
- (b) Most of the Dependencies are included in the Software's distribution by way of dependency vendoring. With respect to any additional Dependencies, the Software's distribution mechanism (currently, NPM) is configured to download any such additional Dependencies. It is however the Customer's responsibility to check that any such additional Dependencies have been downloaded correctly and to download any missing additional Dependencies. Consequently, it is the Customer's responsibility to ensure that any such additional Dependencies are correctly deployed together with the Software.
- (c) All Dependencies are subject to open-source licenses, which may provide for certain requirements to be fulfilled in the context of the use of such Dependencies, such as a declaration of their use in the Customer's products or services. It is the Customer's responsibility to ensure that its products and services adhere to any such

requirements of the Dependencies' license terms. A list of all Dependencies and their license terms can be found here: <https://docs.strich.io/NOTICE>.

## **6. MAINTENANCE OF THE SOFTWARE**

- (a) During the Subscription Term, the Supplier shall provide to the Customer any Updates to the Software, it being understood that the release of Updates to the Software shall be at the Supplier's sole discretion.
- (b) Use of Updates shall be at the Customer's discretion, and the Customer shall be free in skipping Updates, it being understood that if bugs or vulnerabilities are discovered, such bugs or vulnerabilities are only remedied in new Updates, and it is highly advised for the Customer to use such Updates.

## **7. SUPPORT**

- (a) The Supplier shall render support to the Customer's developers (the "**Support Services**").
- (b) As part of the Support Services, the Supplier shall render the following Services with respect to the then current version of the Software:
  - (i) receive defect reports from the Customer;
  - (ii) analyze and remedy all defects reported by the Customer.
- (c) Defects may be reported by the Customer by using the communication vectors provided therefore by the Supplier on its website.
- (d) All defect reports shall be accompanied by a reasonable detailed description of the steps leading to the malfunctioning of the software, any relevant information about the surrounding environment and the version of the Software that is used.
- (e) Support Services are rendered with respect to the most current and the last two Updates of the Software.
- (f) If a defect reported by the Customer has been fixed in an Update, then the Customer shall use the respective Update; the Supplier shall have no obligation to fix any defects in earlier versions of the Software that have already been fixed in Updates.
- (g) Should an analysis of defects reported by the Customer show that no defect exists, then the Supplier retains the right to ask for remuneration of its respective efforts on a time and materials basis at the then-current rates of the Supplier.

## **8. FEES, INVOICES AND PAYMENT**

### **8.1 Subscription Fee**

- (a) The Customer shall owe the Supplier the Subscription Fee applicable to the Subscription Tier.
- (b) The Subscription Fee is to be paid in advance on a per-Subscription Term basis.

- (c) The License Fee shall cover the License and the provision of updates to the Software as set out in this Agreement.

## **8.2 Amendment of Fees**

After the lapse of the Minimum Subscription Term, the Supplier may increase the Subscription Fee once a contractual year with effect as of the beginning of the following contractual year, such increase not to exceed the effective rate of inflation (as measured by the consumer price index (*Landesindex der Konsumentenpreise*) published by the Swiss Federal Statistical Office (*Bundesamt für Statistik*)) plus 2% in any given year. The Supplier shall announce such Subscription Fee increase to the Customer three months in advance.

## **8.3 Payment**

- (a) The Supplier uses a third party as a merchant of record (the "**MOR**"). As a consequence, payment is invoiced by, and is to be made by the Customer to, such MOR, currently, Paddle, Inc.
- (b) All payments to Supplier under this Agreement shall be made using the MOR's solution and the payment methods offered by the MOR at the time of payment and offered by the Supplier for the respective Subscription Tier. For the purposes of these Terms, payment of the Subscription Fee to the MOR shall be deemed payment thereof to the Supplier.

## **8.4 VAT, Taxes**

All Fees and rates are quoted excluding, and shall be subject to the payment of, VAT and Taxes where applicable.

## **8.5 Payment Default**

- (a) Customer shall automatically be in default with any payment not received by the Supplier upon the renewal date of the Agreement or, if payment by invoice has been agreed, after receipt of a respective default notice from the Supplier.
- (b) Should Customer be in default with any payment, then the Supplier may block Customer's usage of the Software. Such blocking of Customer's access shall not constitute a waiver of, or otherwise remove, Customer's obligations to pay the respective Fees. Prior to blocking Customer's use of the Software, Supplier shall send the Customer a final notice and may block Customer's access to the Software if payment is not received within 10 days ("Basic" and "Professional" Subscription Tiers) or 30 days ("Business" and "Enterprise" Subscription Tiers), respectively, from such final notice.

# **9. SERVICES**

## **9.1 Service Provision**

The Supplier may, upon request of the Customer, render Services to the Customer. Any such service provision shall be subject to a separate agreement between the Parties, and shall be remunerated as agreed therein.

## **9.2 Subcontractors**

- (a) The Supplier may subcontract any part of its Service provision without the prior consent of Customer.
- (b) The Supplier shall be and remain wholly liable for the acts and omissions of any subcontractors as if such acts and omissions had been made by the Supplier.

## **10. CONFIDENTIALITY**

- (a) Each Party shall keep strictly confidential (i) this Agreement and the terms set out in this Agreement, and (ii) any and all confidential information (including personal data) received from the other Party or otherwise made aware of in connection with this Agreement (collectively, "**Confidential Information**"). In particular, the following shall be considered Confidential Information with respect to the Supplier: the Software including the underlying concepts and knowhow.
- (b) Any information that is or has become publicly available without any breach of the foregoing confidentiality obligation by any of the Parties shall not constitute Confidential Information.
- (c) Each Party shall have the right to disclose Confidential Information if so required by law. In a case of a disclosure required by law, the relevant Party shall notify the other Party as early as possible of a pending disclosure, so that the other Party may take any steps necessary to safeguard its Confidential Information, provided that the disclosing Party is not prohibited by law to make such notification.
- (d) Notwithstanding the foregoing, any Party may disclose this Agreement to any third party in connection with actual or potential financing or the sale of all or substantially all of a Party's business related to this Agreement, whether by sale of assets, sale of stock, merger, or otherwise, provided that such third party has entered into a non-disclosure obligation no less stringent than the present.
- (e) The obligations set out in this Clause 9 shall remain in force after the termination of this Agreement.

## **11. INTELLECTUAL PROPERTY**

- (a) Any and all Intellectual Property Rights pertaining to the Software shall remain the sole property of the Supplier and/or its third-party licensors and suppliers.
- (b) The Customer, or its third-party licensors, respectively, shall retain all Intellectual Property Rights in its Intellectual Property.

## **12. THIRD-PARTY RIGHTS INDEMNITY**

- (a) Supplier shall indemnify and hold the Customer harmless from and against all claims related to, arising out of or in connection with any claim by a third party that Customer's use of the Software infringes any Intellectual Property Right. In the event that a final court decision has determined that an infringement of third-party rights

took place, or if Customer is, due to an interim or final court decision, hindered from using the Software, Supplier shall, at its option and expense:

- (i) procure for Customer the right to continue using the infringing Software;
- (ii) modify the Software to make it non-infringing; or
- (iii) replace the Software with a non-infringing Software having equivalent functionality.

If none of the foregoing is possible using reasonable means, the Supplier shall have the right to terminate this Agreement without adhering to any notice period. In case of such termination, the Supplier shall refund to the Customer any part of the Subscription Fee paid for the rest of the Subscription Term.

- (b) The indemnity in Clause 12(a) above shall not be applicable where any infringement is the result of:
  - (i) the combination of the Software with any Customer or third-party code or product not supplied by Supplier;
  - (ii) the use of the Software in a manner not contemplated by this Agreement;
  - (iii) the Customer not adhering to the prerequisites of the license terms of the Dependencies.
- (c) With regard to Clause 12(a) above, Customer shall:
  - (i) promptly notify Supplier after receipt of summons or the commencement of any claim, action of other proceeding by a third party;
  - (ii) keep the Supplier fully informed with respect thereto;
  - (iii) provide reasonable assistance to Supplier;
  - (iv) abstain from making any representations, admissions, or concessions to or agreements with the third-party claimant concerning the claim; and
  - (v) leave the conduct of negotiations and litigation in connection with such claim to the Supplier, with Customer reserving the right to receive at its own cost advice from legal counsel of Customer's choosing.
- (d) Supplier reserves the right to undertake the steps described in Clause 12(a) as a precautionary measure in order to avoid a possible infringement.
- (e) Clause 14 (Limitation of Liability) shall also apply to the indemnities set out in this Clause 12.

### **13. WARRANTIES**

- (a) Subject to the limitations set out hereinbelow, the Supplier warrants that the Software will materially perform in accordance with the Documentation provided that it is used on reasonably up-to-date end user devices running reasonably up-to-date operating system and browser software versions. In case of a breach of the foregoing



warranty, the Supplier shall use reasonable endeavors to remedy any non-conformities. Should the Supplier be unable to remedy such nonconformities, or should the Supplier deem such remedy not to be possible using reasonable means, then the Customer shall have the right to terminate this Agreement and get a refund for any part of the Subscription Fee paid for the rest of the Subscription Term, which shall be the Customer's sole right and remedy in case of the foregoing warranty.

- (b) THE SUPPLIER DOES NEITHER REPRESENT NOR WARRANT (I) THAT THE SOFTWARE WILL RECOGNIZE ALL BAR CODES AND 2D CODES, AND THE CUSTOMER UNDERSTANDS THAT THE SOFTWARE'S ABILITY TO RECOGNIZE SUCH CODES IS SUBJECT TO VARIOUS FACTORS, SUCH AS LIGHTING OF THE CODES, DISTANCE BETWEEN THE CAMERA AND THE CODES AND THE PRINTING QUALITY OF THE CODES, (II) THAT THE SOFTWARE IS COMPATIBLE WITH ANY SPECIFIC END USER DEVICE OR THE BROWSER VERSION USED ON SUCH DEVICE OR (III) THAT THE SOFTWARE'S RECOGNITION OF ANY BAR CODE WILL BE CORRECT. THE CUSTOMER HAS HAD THE OPPORTUNITY TO CHECK WHETHER THE BAR OR 2D CODES FOR WHICH IT INTENDS TO USE THE SOFTWARE ARE RECOGNIZED BY THE SOFTWARE AND THAT THE END USER DEVICES ON WHICH THE SOFTWARE IS TO BE USED SUPPORT AND WORK WITH THE SOFTWARE, EACH USING THE DEMO APP, AND THE CUSTOMER HAS ENTERED INTO THE AGREEMENT BASED ON THE EXPERIENCE WITH THE DEMO APP AND AT ITS OWN RISK. THE SUPPLIER SHALL HAVE NO OBLIGATION TO MAKE ANY REFUNDS BASED ON THE SOFTWARE NOT RECOGNIZING ANY SPECIFIC BAR OR 2D CODE OR THE SOFTWARE NOT CORRECTLY OPERATING ON ANY SPECIFIC, OR A SPECIFIC CLASS OF, END USER DEVICES.
- (c) OTHER THAN AS SET OUT IN THESE TERMS, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE MAY CONTAIN ERRORS OR DEFECTS AND ASSUMES ALL RESPONSIBILITY FOR ANY LOSS OR DAMAGE CAUSED BY THE USE OF THE LICENSED SOFTWARE.

#### **14. LIMITATION OF LIABILITY**

- (a) IN NO EVENT SHALL THE SUPPLIER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGE ARISING OUT OF THE SOFTWARE NOT BEING ABLE TO RECOGNIZE, OR THE SOFTWARE MISREADING, ANY BAR OR 2D CODE.
- (b) IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST PROFITS,

LOST DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (c) IN NO EVENT SHALL SUPPLIER'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM RELATED TO THE SOFTWARE, EXCEED THE SUBSCRIPTION FEE PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.
- (d) THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **15. TERM AND TERMINATION**

### **15.1 Term**

- (a) This Agreement shall be entered into for the Subscription Term.
- (b) Unless otherwise set out in the Order Form, this Agreement shall, after expiry of the initial Subscription Term, automatically prolong for subsequent Subscription Terms (each an "**Extension Term**") unless and until terminated in accordance with its terms.

### **15.2 Ordinary termination**

Each Party may terminate this Agreement for convenience (i) if provided with a trial period, at any time during the trial period, and (ii) as per the end of the Subscription Term or any Extension Term:

- (a) if the Agreement has been concluded using the Site: by using the termination functionality provided by the Site; and
- (b) if the Agreement has been concluded based on an Order Form: by giving 30 days' prior written notice.

### **15.3 Termination for cause**

- (a) If a Party (the "**Non-Defaulting Party**") reasonably believes that the other Party is in default of any of its material obligations under this Agreement, the Non-Defaulting Party may notify the other Party (the "**Defaulting Party**") in writing of the alleged defaults.
- (b) The Defaulting Party shall, within thirty (30) days of the date of receipt of written notice, remedy or commence to the satisfaction of the Non-Defaulting Party, to remedy such defaults. If the alleged defaults are not cured in this thirty (30) day period, or if the Defaulting Party has not taken steps that are objectively adequate to commence curing the alleged default, the Non-Defaulting Party may terminate this Agreement without adhering to a notice period by delivery of a written termination notice to the Defaulting Party.

- (c) The Supplier may terminate this Agreement immediately upon written notice to the Customer if the Customer is in default and payment is not made within the curing period set out in Clause 8.5(b).
- (d) A Party may terminate this Agreement immediately upon written notice to the other Party if the other Party ceases to conduct business in the normal course, becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, proceedings seeking relief, reorganization or rearrangement under any laws relating to insolvency, are instituted by or against the other Party, a receiver, liquidator, or trustee is appointed in respect of any property or assets of the other Party or an order is made for the liquidation, dissolution or winding up of the other Party.

#### **15.4 Consequences of Termination**

Upon termination of this Agreement:

- (a) each Party shall immediately return to the other Party all Confidential Information and Intellectual Property and all copies, portions and abstracts thereof, that are in its possession or under its control;
- (b) the Customer shall immediately cease any use of the Software and delete all copies of the Software.

### **16. VARIOUS PROVISIONS**

#### **16.1 Notices**

All notices required or permitted under this Agreement will be in writing and will be delivered by e-mail, personally, via first class return receipt requested mail, registered mail, by facsimile, by courier service, or by express mail, or to such other address as either Party may designate in writing to the other Party from time to time. Any personal delivery will be deemed to be effective upon delivery as shown by the courier receipt.

#### **16.2 Severability**

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if both the economic and legal substance of the transactions that are contemplated in this Agreement are not affected in any manner adverse to any Party.

#### **16.3 Non-Waiver**

The waiver of a breach of this Agreement or the failure of a Party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement. The failure of either Party to enforce at any time any of the provisions of this Agreement,

shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

#### **16.4 Assignment**

The Parties shall not assign this Agreement or any of the rights or obligations hereunder to any third party without the prior written consent of the other Party.

#### **16.5 Entire Agreement**

This Agreement is the entire agreement of the Parties with respect to the licensing of the Software and supersedes and cancels all prior oral or written representations, communications, or agreements between the Parties.

### **17. GOVERNING LAW AND JURISDICTION**

- (a) This Agreement shall be subject to the substantive laws of Switzerland excluding their conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention).
- (b) The ordinary courts in Zurich, Switzerland, shall have sole jurisdiction with respect to any and all disputes out of or in connection with this Agreement.