

General Terms and Conditions for Electronic Products

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- 1.8. **“Customer”** means the party identified as “Customer” in Attachment 1 of the License Details.
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- 1.13. **“Product Terms”** mean the terms and conditions applicable to

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- 5.2. Licensee shall promptly inform Licensor of any breaches in security in Licensee's network or its accounts which may result in unauthorized access to the Content.
- 5.3. If Licensee becomes aware of any unauthorized use of the Content by an Authorized User or third party, Licensee shall immediately inform Licensor and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence, including, but not limited to, terminating access of any Authorized User accessing or using the Content in violation of this License Agreement.

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- 6.1. Customer shall pay the fees set forth in the License Agreement (the "**License Fees**"). Delayed payments shall be subject to interest charges at the interest rate of 9 % above the set European Central Bank Interest Rate for Main Refinancing Operations. The Customer has the right to prove that the actual damage incurred by its default is less than as set forth in the second sentence of this Section 6.1, and will then only be obliged to pay the actual damage.
- 6.2. All amounts payable by Customer shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments. Collection and/or remittance of such taxes to the relevant tax authority shall be the responsibility of the party who has the legal obligation to do so.

If, based on applicable law, any sales, value added or other similar taxes are or become chargeable, Customer will reimburse Licensor by means of paying an amount equal to the amount of such taxes in addition to and at the same time as paying the principal amounts. Licensor shall provide to Customer an appropriate invoice as required by law. If, based on applicable law, any withholding or similar taxes are or become chargeable, Customer is not entitled to deduct these taxes from the principal amounts. Customer shall remit these to the competent tax authority and shall provide Licensor with appropriate evidence of the remittance.

- 6.3. The License Fee, or any portion thereof, may be invoiced by a Licensor Affiliate, or by an agent designated by Licensor. Payment will be deemed made when received (i) by Licensor, (ii) a Licensor Affiliate, (iii) an agent designated by Licensor, or, (iv) with Licensor's prior written consent, an agent designated by Customer.

7. Term and Termination

- 7.1. Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party if the other party (including, with respect to Customer, an individual Licensee) materially breaches this License Agreement and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail.
- 7.2. Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party (which for the purpose of this Section 7.2 includes, with respect to Customer, an individual Licensee), or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law, or (h) the other party assigns its rights and obligations under this agreement to a third party by reason of a state mandated merger.
- 7.3. In the event Customer fails to pay the License Fee for Content provided under one or more Product Terms, and fails to cure such non-payment within 30 calendar days following notice from Licensor, Licensor may, in its sole discretion, either (a) immediately and without further notice suspend access to the Content licensed under such Product Terms or (b) terminate the License Agreement pursuant to Section 7.1, either in its entirety, or solely with respect to the Content licensed under such Product Terms.
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7.6. Any termination right under this Section 7 may be exercised by or against Customer, or an individual Licensee, provided that in the case of termination by Licensor with respect to an individual Licensee, or termination by an individual Licensee with respect to Licensor, this License Agreement shall remain in effect with respect to all other Licensees.

8. Confidentiality

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- 9.6. Customer represents that neither Customer nor any Licensee is currently the subject or target of any sanctions imposed by the sanctions authority of any government and agrees that it will not supply Licensor with any IP Address that may provide access to the Content to any entity or person when it has reason to believe providing such access would, or is likely to, violate applicable sanctions. Licensor may unilaterally terminate this License Agreement, either in whole or with respect to a particular Licensee, with immediate effect on written notice if Licensor has reasonable grounds to believe that either (i) Customer is in breach of that representation or (ii) Licensor may violate applicable sanctions by the provision of access to Content under the License Agreement due to a change in law or the placement of an entity or person on a sanctions black list.

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- 10.1. Licensor may assign its rights or delegate its obligations, or any part thereof under the License Agreement, or use subcontractors and the customer and the Licensees expressly agree therewith by signing the License Agreement. Licensor will require any such party comply with Licensor's obligations under this License Agreement. Customer or Licensee may not assign its rights or delegate its obligations or any part thereof under the License Agreement by operation of law or otherwise without the prior consent of Licensor. Any attempt by Customer or Licensee to assign or delegate any rights or obligations set forth in the License Agreement without Licensor's prior consent shall be null and void.
- 10.2. Except for any obligations to make payments to the other party hereunder, either party's delay or failure to perform any term or condition of the License Agreement as a result of circumstances beyond its control such as, but not limited to, wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, strikes, fires, floods, earthquakes, explosions, acts of God, governmental restrictions, market manipulations, actions, orders or laws,

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