Viewport.ai

Viewport End-User License Agreement (EULA)

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Definitions

- "Data Item" means an entity (including without limitation a document file, image file, functional location, person and company) processed and/or identified by the Licensor Software and stored in a database system connected to Licensor Software.
- "Documentation" means text material that accompanies an item of Licensor Software on delivery, describing how to make use of that software.
- "Extraordinary Corporate Event" means a corporate transaction which results in Licensee divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity's legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Licensee or its legal or corporate structure.
- "Licensee" means anyone who requests and orders the delivery of Licensor Software and as specified in the Order Form, whether for her own use as end user, or to deliver to end-users as a Partner.
- "Licensor" means Radial Software Group B.V. and its rightful successors, affiliated organizations and/or Partners that will enter into an agreement with Licensee, and has declared this Software License Agreement applicable.
- "Licensor Software" means the requested software application which provides Licensee with a certain functionality, as further specified in the Order Form.
- "Materials" means any tangible or intangible information, design, specification, instruction or data (and any modifications, adaptations, derivative works or enhancements) provided by Licensor during the performance of services which incorporates, reinforces or is used to apply Licensor's configuration or implementation methodologies, processes and know-how to Licensee's use of the Licensor Software, excluding Output.
- "Non-Production" means a non-operational environment into which the Licensor Software may be installed, which is not processing live data, which is not running any operations of the Licensee and which has not been deployed to permit any users to access live data. Non-Production environments include development, cold back-up, hot standby, high-availability, and test environments.
- "Number of Units" means the cumulative number of copies of Licensor Software licensed for use by type of Unit, as set forth in this Agreement, an Order Form or in a purchase order, and including, if applicable, the current number of copies as reported by Licensee upon expiration of a project or enterprise term.
- "Sales Order Form" means any written order for Licensor Software or services, including, without limitation, a purchase order, Work Order, Statement of Work, Sales Order Form or other form of ordering document delivered to Licensor, which is subject to, and

incorporates by reference, the terms and conditions of this Agreement, and to which no other terms shall apply.

- "Sales Order Form Effective Date" is the effective date mentioned on the Order Form.
- "Output" means Confidential Information of Licensee that has been input in the Materials for Licensee's use of the Licensor Software.
- "Partner" means all affiliated organizations, OEM partners, Value Added Resellers, resellers, distributors, and all others partners of Radial Software Group B.V which have declared this Software License Agreement applicable.
- "Platform" means for each discrete Licensor Software product, the operating system, hardware and/or environments (whether virtual or physical), upon which each product is supported, as set forth in its Documentation, or as specifically identified in the Licensor Software product name.
- "Production" means an operational environment into which the licensed Licensor Software has been installed, which is processing live data and which has been deployed so that the intended users of the environment are able to access the live data.
- "Server" means a single computer performing common services for multiple other machines.
- "Server Instance" means a computer with one (1) CPU, unless otherwise agreed in writing, performing common services for multiple other machines.
- "Tag Number" means an identifying code for a piece of equipment (a hardware tag number) or a representation in software of (a signal from) a piece of equipment (a software tag number).
- "Third Party Software" means third-party software identified by its company and/or product name, the provision of which by Licensor is made solely as an accommodation and in lieu of Licensee purchasing a license to Third Party Software directly from the third party vendor.
- "Unit" means a license restriction describing the manner in which a copy (or multiple copies) of the Licensor Software may be deployed (including, without limitation, data bundles and number of servers) and is the mechanism used to determine the Number of Units licensed under this Agreement, an Order Form or a purchase order.
- "User" means an employee of Licensee who is authorized by Licensee to use the Licensor Software in accordance with this Agreement. The number of Licensee computers on which the Licensor Software is installed shall not exceed (but may be less than) the number of licensed Users plus the number of licensed Server Instances.

The Software License Agreement, effective as of the first Order Form Effective Date, together with an Order Form, and any terms which are incorporated by written reference in any of the foregoing (including written reference to information contained in a URL or referenced policy) are collectively called this "Agreement". Licensee may place orders under this Agreement by submitting separate Order Form(s). Each Order Form shall incorporate the provisions of this

Agreement. In the event of any conflict between the terms of this Agreement and of an Order Form, the terms of the Order Form shall prevail.

1. License

   1.1. Licensor hereby grants to Licensee a limited, non-transferable, non-exclusive, license to use the Number of Units and the corresponding documentation set forth in the Order Form solely for Licensee's internal business use.

   1.2. The term of each license for the Licensor Software shall be either perpetual or limited as set forth in an Order Form. If licensed for a limited term, on expiration Licensee must cease using and return or destroy all copies of the Licensor Software immediately.

   1.3. Licensor Software shall be delivered electronically and delivery deemed complete when made available to Licensee. Licenses do not include physical install media.

   1.4. It is not required that all component parts of Licensor Software be installed, but they may not be unbundled for use on different machines.

   1.5. A Server License allows Licensee to use Licensor Software on the Number of Server Instances set forth in the Order Form.

   1.6. A Data License allows Licensee to let Licensor Software process the number of Data Items set forth in the Order Form.

   1.7. A User License allows Licensee to make Licensor Software available to the number of Users set forth in the Order Form.

   1.8. User rights for Licensor Software are limited to the Object Code. Rights to the Source code are not provided.

   1.9. User rights on the Products cannot be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies).

   1.10. The user rights shall go into effect after Licensee has made the required payments and fulfilled its other obligations

2. Evaluation License

   2.1. If Licensor Software is being provided for demonstration or evaluation purposes, Licensee agrees: (a) to use the Licensor Software solely for such purpose; (b) that the Licensor Software will only be used or deployed in a Non-Production or development environment; (c) that the Licensor Software is provided "AS IS" without Maintenance or any warranties; and (d) termination of an evaluation shall be as specified in the section entitled Termination.

   2.2. The term of each evaluation shall be thirty (30) days from the Order Form Effective Date, unless otherwise set forth in an Order Form.

3. Maintenance

   3.1. In order to obtain maintenance (error repair after the warranty period and product updates) and support a separate maintenance and support agreement must be concluded with Licensor. Maintenance, if ordered, is provided under the policies set forth in the Maintenance Program.

4. Scope

4.1. The scope of the licenses, granted under this Agreement does not permit Licensee to (directly or indirectly, in whole or in part): (a) make more copies of the Licensor Software than the specified Number of Units (except for a reasonable number of copies for archival and disaster recovery purposes) or use any unlicensed versions of the Licensor Software; (b) use any Licensor Software which is not listed in an Order Form even if such unlicensed software is made available to Licensee as part of Licensor's general delivery mechanisms; (c) provide access to the Licensor Software to anyone other than Licensee's employees, contractors, or consultants who have agreed in writing to be bound by terms at least as protective of Licensor as those in this Agreement ("Authorized Users"); (d) sublicense, distribute or pledge the Licensor Software or any of the rights herein; (e) lease, rent or commercially share (including time-share) or otherwise use the Licensor Software for purposes of providing a service bureau, including, without limitation, providing third-party hosting, application integration, application service provider-type services, or for any similar services; (f) use the Licensor Software in connection with any ultra-hazardous activity, or any other activity for which its failure might result In serious property damage, or death or serious bodily injury, and (g) modify, translate, reverse engineer, decrypt, decompile, disassemble create derivative works based on, or otherwise attempt to discover the licensor Software source code or underlying ideas, techniques or algorithms. Licensee may engage in such conduct as is necessary to ensure the interoperability of the Licensor Software as required by mandatory law, provided that prior to commencing any de-compilation or reverse engineering, Licensee will observe strict obligations of confidentiality, providing Licensor reasonable advance written notice and the opportunity to assist with or conduct such activity on Licensee's behalf and at Licensee's expense. If proprietary source code is included as part of the standard delivery of the Licensor Software and is not subject to open source license terms, use of such source code is controlled by the terms of this Agreement.

5. Extraordinary Corporate Events

5.1. To the extent Licensee or its successors or assigns enters into an Extraordinary Corporate Event after the Order Form Effective Date, this Agreement, and the rights granted herein, as amended, do not extend to those additional users, divisions or entities, which were added to or divested from Licensee's organization as a result of the Extraordinary Corporate Event until those additional users, divisions or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Licensor and Licensee.

6. Changes /additions

6.1. This Agreement also applies to possible updates, changes and/or enhancements to the Licensor Software.

6.2. Changes, enhancements and/or additions may result in a change of the prices initially mentioned in this Agreement and the applicable maintenance and support fees.

7. Fees

7.1. Licensor will invoice the amount, appropriately itemized, owed by Licensee on a monthly basis and/or other term mentioned to Licensee, unless otherwise agreed upon. Licensee shall pay the fees and related charges set forth in an Order Form, and for any other amounts coming due hereafter, net thirty (30) days from Licensor's invoice. These payments will under no circumstances be subject to compensation or deduction by Licensee. In case the license is delivered to an end user via a Partner, Partner shall pay the fees and related charges to Licensor and Partner will invoice end user.

7.2. Should Licensee fail to fulfill any payment obligation, Licensee is in breach without any further notification of breach being required. A service charge of one and one-half percent per month will be applied to all invoices that are not paid on time. Licensee agrees to pay all sales, use, value added, goods and services, consumption, withholding, excise and any other similar taxes or government charges, exclusive of Licensor's income taxes. Licensor reserves the right to charge all incurred costs to Licensee, including judicial and extra-judicial expenses, with regard to the collection of debts from Licensee. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 500 (five hundred euros). In any case Licensee will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.

7.3. Until full payment has been made Licensor has the right to suspend all services and obligations to Licensee. Licensee's obligation to meet Licensee's commitments remains unchanged.

7.4. To receive Maintenance as provided by Licensor, all Licensor Software and other programs must be properly licensed and annual Maintenance fees paid. Licensor is not obligated to continue providing Maintenance if annual Maintenance fees have not been paid.

7.5. Above mentioned stipulations leave all the legal rights of Licensor unhindered.

8. Limited Warranties

8.1. Licensor hereby warrants that for ninety (90) days following initial delivery to Licensee of the Licensor Software set forth In an Order Form, the Licensor Software as delivered, under normal use on the Platform for which it is intended, will perform all material functions described in its Documentation.

8.2. Licensor has the right to grant the licenses and other rights set forth herein.

9. Disclaimers

9.1. The Licensor Software and Maintenance and all services provided under this Agreement are provided "as is", and all other express or implied conditions,

representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose (even if informed of such purpose), infringement, or arising from a course of dealing, usage, or trade practice, are hereby disclaimed to the extent allowed by law. No warranty is made that the Licensor Software functionality or maintenance or consultancy services will meet Licensee's requirements, or that the operation of any of the foregoing will be uninterrupted or error-free.

9.2. Certain Third Party Software may be provided by Licensor along with certain Licensor Software solely as an accommodation. This third party software is provided "as is", is subject to the terms of the third party license, and may only be used with the Licensor Software. Licensee may choose not to use third party software provided as an accommodation.

10. Exclusions

10.1. Licensor shall not be liable to the extent any claim in the event Licensee's use of the Licensor Software is based upon or attributable to: (a) modifications made by Licensee to the Licensor Software, or portions thereof; (b) such claim would have been avoided by use of the then-current release of the Licensor Software; or (c) Licensee's continued allegedly infringing activity after being provided with modifications that would have avoided the alleged infringement.

11. Limitation of Liability

11.1. Licensor's total liability shall be limited to compensation for direct damage and to a maximum of the amount Licensor has received from Licensee of the price stipulated in the Agreement (excluding VAT) to a maximum of € 100.000,- (hundred thousand euros), whereby a sequence of events is regarded as one event.

11.2. Licensor has insured itself against damage. Licensor is in any case not liable for further damage and will not compensate for any further damage which Licensee may suffer on the basis of the Agreement entered into with Licensor, however caused, including possible claims of liability against Licensee by third parties, than is covered and actually compensated for by the insurance increased with Licensor' deductible (own risk), except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid).

11.3. Licensor's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000 (one million euros), whereby a sequence of events is regarded as one event.

11.4. Direct damage is exclusively understood as:

a)   The reasonable costs made in determining the cause and extent of the damage;

b)   The reasonable costs incurred in prevention or limitation of the damage, to the degree that Licensee can demonstrate that these costs have led to the limitation of the damage.

11.5. In no event will Licensor hereto be liable for any lost data, lost revenue, lost profits, damage to reputation, business interruption, or any indirect, incidental, consequential, special, exemplary or any similar type of damages arising out of or in any way related to this agreement, the use or the inability to use the Licensor Software, or the provision of any maintenance or other services resulting from this Agreement, even if advised of the possibility of such damages. To the extent permitted by applicable law, in no event will Licensor's licensors be liable for any damages, whether direct, indirect, incidental, special, punitive, or consequential; or any loss of profits, revenue, data or data use, arising from the use of the Licensor Software.

11.6. With the exception of the cases named in this article 11, Licensor has no liability for damage compensation regardless of what an action towards compensation could be based upon.

11.7. Licensor's liability exists solely when Licensee immediately and appropriately notifies Licensor of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Licensor then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that Licensor is able to react adequately.

11.8. The condition for the existence of any right to compensation is always that Licensee notifies Licensor in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.

11.9. Licensee indemnifies Licensor from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Licensee to third parties that consisted of a delivery made by Licensor.

11.10. Licensor does not accept any liability for damage regardless of its nature caused by Third Party Products which Licensor has delivered to Licensee. If possible Licensor will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Licensee.

11.11. Licensor is not liable for any damage regardless of its nature, which is the result of a failure to provide Support, Maintenance and/or Warranty on time, unless explicitly agreed upon otherwise in a service level agreement.

12. Proprietary Notices

12.1. Licensor has the exclusive right to further develop the Licensor Products and place them at the disposal of third parties by means of licenses.

12.2. Licensor Software, Documentation and Materials are proprietary to Licensor and its licensors and protected by applicable Dutch and international patent, copyright, trademark , trade secret and other intellectual property laws. Licensor and its licensors shall retain ownership in the Licensor Software, Documentation and Materials, all derivatives thereof (in whole or part), and any intellectual property or other rights

embodied therein. All proprietary notices incorporated in or affixed to any Licensor Software, Documentation or Materials shall be duplicated by Licensee on all copies of the Licensor Software, Documentation, or Material, as applicable, and shall not be altered, removed or obliterated.

12.3. In the event that Licensor, Licensee or a third party makes functional improvements or other adjustments in the Products the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted product will remain unchanged with Licensor or the rightful third party. If the above mentioned rights do not belong to Licensor or the rightful third party, Licensee will cooperate in transferring the above mentioned rights to Licensor or the rightful third party.

13. Confidentiality

13.1. Confidential Information means any information disclosed by either party, whether or not marked, including, without limitation, the terms of this Agreement, the Licensor Software, Materials, individual contact information provided by either party or related performance test results derived by Licensee, including but not limited to benchmark test results, and Licensee's Protected Data and Output. Each party agrees to protect Confidential Information in the same manner as it protects its own (but using no less than a reasonable degree of protection) Confidential Information and shall only disclose Confidential Information to those with a need to know that information, who have agreed in writing to be bound by terms at least as protective as those contained in this Agreement. Information will not be deemed Confidential Information if (a) available to the public other than by a breach of a confidentiality obligation; (b) rightfully received from a third party not in breach of a confidentiality obligation; (c) independently developed by one party without use of the Confidential Information of the other; (d) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (e) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information. Each party agrees to indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from the unauthorized use and/or disclosure of the others Confidential Information and that money damages would not be a sufficient remedy for a breach of confidentiality. The parties shall be entitled to seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief shall not be the exclusive remedy for any breach of confidentiality, but shall be in addition to all other rights and remedies available at law or in equity.

13.2. In the event that Licensee breaches clause 13.1, Licensee will be charged, without further notification required, a fine of € 50,000 (fifty thousand euros) for each breach, undiminished the right of Licensor to claim full compensation for damages incurred

13.3. Confidential Information shall remain the sole property of the disclosing party, and each party acknowledges and agrees that it does not acquire any rights therein. Use by a recipient of Confidential Information for the purposes contemplated under this Agreement, including, but not limited to, any configuration or use by Licensee of the Licensor Software or Materials, shall not affect or diminish the disclosing party's rights, title and interest in and to Confidential Information.

14. Export

14.1. Licensor Software, Documentation, Materials and related technical data, are subject to Dutch export control laws and may be subject to export or import regulations of other countries. Licensee hereby agrees that it will not export or re-export the Licensor Software, Documentation and Materials In any form in violation of any applicable export or import laws of any jurisdiction.

15. Duration

15.1. This Agreement is effective from the date of the first Order Form Effective Date and is entered into for an initial term of three (3) years.

15.2. If the Agreement is not terminated, or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.

16. Termination

16.1. Either party may terminate: (a) an Order Form upon thirty (30) days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the thirty (30) days; (b) an evaluation Order Form upon five (5) days prior written notice; (c) Maintenance, upon prior written notice of at least sixty (60) days prior to the end of any Maintenance period; or (d) an Order Form for Consulting Services, upon fifteen (15) days prior written notice by Licensee or thirty (30) days prior written notice by Licensor.

16.2. This Agreement and all Order Forms shall automatically terminate if either party files for bankruptcy, or otherwise goes into receivership, becomes insolvent or makes an assignment for the benefit of creditors.

16.3. Termination of this Agreement, any Licensor Software license, or any Order Form shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee of its obligation to pay all fees that have accrued or are otherwise owed by Licensee under this Agreement.

16.4. If a license granted to Licensee under this Agreement terminates, or upon expiration of a term limited license, Licensee shall (a) cease using the applicable Licensor Software, Documentation, and related Confidential Information of Licensor, and (b) return or notify Licensor in writing within thirty (30) days after termination that Licensee has destroyed the Licensor Software, Documentation, related Confidential Information of Licensor, and all copies thereof, whether or not modified or merged into other materials.

16.5. After the Agreement has been ended, for any reason, Licensee can no longer derive any rights from the Agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the end of the Agreement. Except as set forth In this "Termination" or in the "Remedies" section, all fees paid under or in connection with this Agreement are non-refundable and no right of set off exists. The parties' rights and obligations under this section and sections entitled "Fees", "Limited Warranties", "Disclaimers", "Exclusions", "Limitation of liability", "Proprietary Notices", "Confidentiality", and "General", shall survive the expiration or earlier termination of this Agreement.

17. Entire Agreement

17.1. This Agreement constitutes the complete and exclusive statement of the parties' agreement as it relates to the provision of user rights on Licensor Software and supersedes all prior and contemporaneous proposals, representations, statements, negotiations and undertakings relating to the same. Neither the right to use the Licensor Software granted in this Agreement nor the obligation to pay the license fees set forth in an Order Form are dependent upon the performance by any party or the supply of any other software program or product. No terms and conditions of any purchase order (other than the software product name, quantity, Unit and License Type, level of Maintenance, description of services and fees due in connection therewith), shall modify the terms and conditions of this Agreement, or add any additional or inconsistent terms for any reason or purpose whatsoever, regardless of any statement in a purchase order to the contrary. A purchase order is any purchase order or similar document issued by Licensee (other than an Order Form) requesting Licensor Software or any Licensor services. The applicability of purchase conditions or any other conditions from Licensee or from third parties on behalf of Licensee is therefore expressly rejected.

18. General

18.1. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except for an Order Form, which if issued in accordance with this Agreement shall be binding when executed by the party to be bound.

18.2. No waiver by either party of any breach of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

18.3. Dates or times by which one party is required to perform under this Agreement shall be postponed automatically for so long as that party is prevented from performing by any act of or failure to act by, the other party. Exceeding a given (delivery)date which may be applicable never constitutes an attributable shortcoming by Licensor. Licensor does not accept liability under any circumstances in cases where the (delivery)date may be exceeded.

18.4. No delay or default in performance of any obligation by either party (except payment obligations), shall constitute a breach of this Agreement to the extent caused by force majeure or any other cause which is beyond its reasonable control, including, but not limited to, fires, strikes or other employment conflicts, accidents, acts of God, criminal activities by and/or intentions from a third party, electricity failures, network failures, floods, illness, lack of staff, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft or subcontractor defaults.

18.5. Licensee may not assign this Agreement and/or any of its rights and/or obligations without the prior written consent of the Licensor (which shall not be unreasonably withheld). Licensor shall have the right to nullify any such attempted assignment at Licensors sole discretion. Licensor shall at all times have authority to transfer its rights and obligations or its legal relationships pursuant to this agreement to any third party whatsoever.

18.6. If any provision of this agreement is held to be invalid, illegal or unenforceable under applicable law, including, but not limited to, any limitation of liability, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The affected clause shall be interpreted in such a manner as to render it enforceable while attempting to closely approximate the intent and the economic effect of the affected clause.

18.7. All notices related to this Agreement shall be in writing. Notices will be effective if dispatched by facsimile; or electronic mail; by hand; reliable overnight delivery service or first-class, pre-paid mail if sent to the contract address for the intended recipient set forth In the Order Form. The last enumeration part does not apply in the event of reasonable suspicion that the respective contact address mentioned in the Order Form has changed. A copy of any notice of default, breach or termination shall also being sent to that party's General Counsel.

18.8. Licensee hereby grants Licensor and its independent auditors, at Licensor's expense, the right to audit Licensee's compliance with this Agreement upon reasonable notice and at reasonable times and to report any results to Licensor's licensors. Licensee agrees to provide reasonable assistance to ensure a complete and accurate audit by Licensor and its independent auditors.

18.9. The Agreement shall not be interpreted to create an agency or consignment relationship, and neither party is a partner, employee, agent or joint venture partner of, or with, the other.

18.10. During the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement, neither party shall actively solicit for employment any employee, contractor, or consultant, or other representative of the other party who performed services in connection with this Agreement, without the prior written consent of the other party. In the event that Licensee breaches this clause,

Licensee will be charged, without further notification required, a fine of € 50,000 (fifty thousand euros) for each breach, undiminished the right of Licensor to claim full compensation for damages incurred.

19. Governing Law and dispute resolution

19.1. This Agreement is governed by the laws of The Netherlands. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

19.2. Any dispute between parties arising under any agreement, which cannot be resolved amicably, will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes prior to arbitration.

19.3. If the SGOA declares itself unauthorized or if parties mutually agree to such, disputes will be placed before a qualified court in Utrecht, The Netherlands.

19.4. Either party also may, without waiving any remedy under the agreement, seek from the qualified court in Utrecht, the Netherlands any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the SGOA arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).