

END-USER LICENCE AGREEMENT (EULA)

NAVAX Group

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7. NO WAIVER

The failure of either party to enforce any rights according to this agreement, or to take action against the other party in the event of any breach hereunder, shall not be a waiver by that party as to subsequent actions, in the event of future breaches.

8. GOVERNING LAW AND JURISDICTION

This agreement shall be governed exclusively according to Austrian law, to the exclusion of its conflict of law provisions and the UN Sales Convention (CISG). The legal venue shall be the Commercial Court in Vienna.

9. FINAL PROVISIONS

Should any term of this agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. The term being void or unenforceable shall be replaced by an economically and legally valid term that is closest to the meaning of the original term. Every agreement, modification or supplement made to this EULA is deemed to be ineffective and is valid upon written form and express prior approval through NAVAX only.