FORCES PRO

Technology Development License Agreement

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12. SURVIVAL OF ARTICLES

Articles 9 (Confidentiality), 10 (Warranties) and 11 (Liability & Indemnity), shall survive the termination or expiration of this AGREEMENT for any reason in addition to those articles surviving by operation of law.

13. AMENDMENTS TO AGREEMENT

The terms stipulated in this AGREEMENT may not be modified in any way without the mutual consent of the parties in writing.

14. RESTRICTIONS ON USE OF NAMES

Neither party shall use the names or trademarks of the other, its related entities and its employees, or any adaptations thereof, in any advertising, promotional or sales literature, or in any securities reports required by the respective authorities, without the prior written consent of the party so affected.

15. INDEPENDENT CONTRACTOR

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If any provisions of this AGREEMENT will become invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of AGREEMENT. These shall remain in full force and effect, provided that the basic intent of the parties is preserved. The parties will in good faith negotiate substitute provisions to replace invalid or unenforceable provisions which reflect the original intentions of the parties as closely as possible and maintain the economic balance between the parties.

19. GOVERNING LANGUAGE

In the event that a translation of this AGREEMENT is prepared and signed by the parties, this English language version shall be the official version and shall govern any conflict between the two.

20. APPLICABLE LAW

This AGREEMENT as well as any and all matters arising out of it shall exclusively be governed by and interpreted in accordance with the laws of Switzerland, excluding its principles of conflict of laws.

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In case of any dispute, controversy or difference between the parties hereto in connection with or out of this AGREEMENT, the parties hereto shall first attempt to settle it amicably. Should settlement not be achieved, the Courts of Zurich-City, Switzerland, shall have exclusive jurisdiction.