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The arbitration proceedings shall take place in Brussels, Belgium and shall be conducted in the English language.

IX. Miscellaneous

A. The following Articles shall survive termination or expiration of this Agreement: I., Definitions, III. Ownership, IV. Disclaimer, V. Limitation of Liability, VI. Term and Termination, VII. Derivative Work, VIII. Governing Law - Arbitration, and IX. Miscellaneous.

B. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable because of present or future laws, rules or regulations of any governmental body or entity, then the remaining parts of this Agreement shall not be affected thereby and shall continue to have full force and effect.

C. No failure by either party to take action on account of any breach by the other shall constitute a waiver of any breach or of the performance by the other.

D. The Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Licensor. Any assignment or transfer without the required consent is voidable at Licensor’s option and can be the basis for a termination for material breach of Licensee’s license. This Agreement is binding on the parties and their respective successors.

E. This Agreement contains the complete understanding between the parties and shall only be amended or modified only in writing. There are no other agreements or undertakings, written or oral, in effect between the parties relating to the subject matter herein.