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Payment – All license fees are exclusive of any applicable use, sales, service, property or other taxes which you will pay in addition to the amount due and payable. They have to be paid in the currency and by the date specified on the invoice. Except in case of duly proven force majeure, any disputes concerning invoices and bills must be communicated to Enfocus NV by registered letter, clearly stating the reason of dispute, at the latest within 8 days following receipt of the invoice or bill. After this term has expired, the invoice or bill will be considered accepted and any other dispute will be inadmissible.

Due date payment – unless otherwise expressly agreed in writing, payment shall be made in full in the currency specified by, and within thirty (30) days of the date of, the invoice.

Non-payment – Outstanding invoices and bills which remain unpaid on the day after their due date, will be increased, automatically and without requiring a prior notice of default, by a lump-sum compensation of 15% (fifteen per cent), with a minimum of 125 euro and a maximum of 2500 euro, as well as by a contractual interest at an annual rate which corresponds to the higher of (a) the rate which is calculated according to article 5 of the Belgian Law of 2 August 2002 (Wet van 2 augustus 2002 betreffende de bestrijding van de betalingsachterstand bij handelstransacties), and (b) the then applicable statutory interest rate in Belgium, increased with 200 points (2%). The interest shall apply until the full payment of any outstanding and payable sum due to Enfocus NV. Partial payments are always first set off against the payable interest, then against the cost of collection, and only in the last instance against the outstanding principal. The above does not affect the right of Enfocus NV to claim compensation for all invoicing costs according to article 6 of the intended Law of 2 August 2002.

In the event of continued disagreement as to the interpretation or performance of this Agreement, the parties expressly assign jurisdiction to the courts and tribunals of the judicial district of the Enfocus NV head office. This License Agreement shall be governed by the laws of Belgium.

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