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1. BACKGROUND

Gesval has acquired all rights to commercialize a software entitled « VIBE » for use for background detection and subtraction in video sequences. The software was developed in the INTEL SIG Laboratory, laboratory of Professor Marc Van Droogenbroeck, the research unit for signal and image exploitation of the Electrical Engineering and Computer Science of the University of Liège.

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This Agreement shall be effective as of the date of the last signature as written below.

Gesval may immediately terminate this agreement in case Licensee is in breach of any provision of this Agreement.

Upon termination of this Agreement, Licensee shall cease all use of the Software and Documentation and shall, at the Gesval’s option, return or destroy any copies of the Software and Documentation in its possession.

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This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter hereof. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

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This Agreement shall be governed by, and construed in accordance with, the laws of Belgium without giving effect to any choice of law principle that would require the application of the laws of a different country. The Parties agree that in the event of a dispute arising from, or in any way related to this Agreement, they should undertake good faith efforts to resolve the matter amicably. Any dispute that cannot be settled amicably by negotiation between the parties shall be exclusively referred to Liège Courts, Belgium.

The parties hereto have executed this agreement done in two originals by their duly authorised representatives on the date written below. Each party acknowledges receipt of a duly executed copy.

For and on behalf of

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Represented by

For and on behalf of Gesval

Alnater SPRL, Managing Director

Represented by Nathalie Benoît
