# GoPro

# **GoPro Partner and Reseller Agreement**

This Partner Agreement is between a member of GoPro Group ('GoPro' or 'We', 'Our', 'Us') and the entity identified in the attached Partner Acceptance Document (hereinafter referred to as the 'Partner', or 'You', or 'Reseller') and (the 'Partner Agreement').

IF THE PERSON SIGNING IS AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, THE INDIVIDUAL REPRESENT AND WARRANTS THAT HE HAS THE AUTHORITY TO ENTER INTO THIS PARTNER AGREEMENT ON BEHALF OF THAT ENTITY.

This Partner Agreement, along with a duly executed Partner Acceptance Document, authorizes You to act as Our partner and reseller of GoPro Solutions (according to the terms and conditions contained herein) within the Territory authorized in a Partner Acceptance Document approved by Us (the **'Territory'**). If no Territory is identified, the Territory will default to the country based on the address of Your head-offices, or if within the United States, on the State based on the location of Your head-offices. The terms and conditions under which We will make our Solutions available to You for re-sale and distribution are governed by this Partner Agreement, <u>Our Customer Agreement</u> (the **'License Agreement**') any appendixes to the License Agreement, any referenced documents and links, and any GoPro documents entered into pursuant to these terms (collectively all these documents are referred to as the **'Agreement**').

When You sign a Partner Acceptance Document, You are agreeing to be bound by all the terms of the Agreement. Every time You place an order for Our Solutions or Services, provide Our Solutions to a Customer or pay an invoice from Us for the use of Our Solutions or Services (either by You or by a Customer), you actively reconfirm your continued commitment under the Agreement.

## 1. Definitions

Capitalized terms defined in this Partner Agreement have the meanings ascribed to them in relevant parts of the agreement, such definitions indicated by a bold font and quotation marked. Capitalized terms that are not defined in this Partner Agreement, such as, by way of example, the terms Solution/-s, Product/-s, Technology, Services, Affiliate, CTSs, and Order shall have the meaning ascribed to them in Our License Agreement.

## 2. Appointment as re-seller and partner

2.1. Conditioned on the provisions in this Article 2, the other terms and conditions of the Agreement, and conditioned on the timely payment of the applicable Fees, We hereby appoint You a reseller, and You hereby accept, for the Term stipulated in the Partner Acceptance Document (unless terminated as provided in this Partner Agreement), a non-exclusive, non-transferable, appointment for the Territory to act as a GoPro approved reseller of the GoPro Solutions defined in the Partner Acceptance Document, to resell licenses or subscriptions to Our Solutions and Our Services, for Customer's own use.

2.2. You shall market, promote and re-sell GoPro Solutions to Customers and potential Customers in the Territory, at Your own expense and using Your own efforts with Your own sales force and resources. We will provide You with a demo-environment or demo versions of Our Solutions and Our Services, in the form We choose from time to time, to make demonstrations to prospective Customers. We will also provide You with video's, instructional, manuals or advertisement materials that may be available from time to time.

# 3. Orders and payments

- **3.1.** Before placing an Order, You shall contact Us and request a quote for charges for the number of users, description of the Solution requested and other volumes and metrics needed to assess the applicable fees and costs. When We have sent You a quote, You shall place an Order with Us based on the quoted prices. If We have provided You with a price list that is valid for a period of time, or if We have set up an online Order system/Partner system which incorporates updated prices, You do not need to request a quote before placing an Order. If We have provided you with an online Order form or a template Order, You undertake to use that form for every Order You make with Us. Each Order must contain such information We deem necessary, including but not limited to; the number of users, the Solution, volumes, and metrics for pricing, and up-to-date contact information for the Customer. You undertake to pay Us the fees set forth in each Order. All resales are subject to Our approval of the submitted Order and the Customer entering into Our License Agreement.
- **3.2. Reseller Payment obligations**. The Partner Acceptance Document sets out whether You or We invoice the Customer for the Ordered Solutions.
  - a) If You invoice the Customer, You undertake to pay to Us all amounts paid by such Customer, including for licenses, subscriptions and services, less any agreed-on discounts, credits or other rebates approved by Us and set forth in the Partner Acceptance Document (the 'Fee'). Such Fee becomes due and payable one week after the Customer's invoice became due.,
  - b) If We invoice the Customer, We will pay You a commission amounting to the agreed upon percentage of the payments we receive from the Customer for Our Solutions, set out in the Partner Acceptance Document. We will provide You with the information needed to issue an invoice to Us and payment of the commission is due within one week after We receive the invoice.
  - c) Payments made by You to Us under Article 3.2.A) exclude any taxes or duties payable in respect of Our Solutions in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Us, you must pay to Us the amount of such taxes or duties in addition to the Fee. Notwithstanding the foregoing, You may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, You will have the right to provide to Us any such exemption information, and We will use reasonable efforts to provide such invoicing documents as may enable You to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

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**3.3. Insurance.** Throughout the Term and for a subsequent period of three (3) years, You agree to maintain adequate insurance or bank guarantee to cover Your obligations under this Partner Agreement, including Your obligation to pay the Fee, if requested by US. We can request that You provide a verified copy of the insurance certificate, bank guarantee or other security in a form acceptable by Us when We deem necessary, for example if there is a delay in payment, We deem there is an increased risk of non-compliance with this Agreement by You or We feel that there is an increased risk of insolvency. The terms of the insurance or guarantee shall only require us to demonstrate that the Fee has not been paid on its due date to demand payment directly from the insurance provider or guarantor. The insurance level shall take into account increased sales volumes and Fees. The existence of liability insurance does not mitigate, alter, or waive the indemnity provisions of the Agreement. We can condition Our delivery of the Solution on You providing a verified copy of the insurance certificate, bank guarantee or other security in a form acceptable by Us.

## 4. Delivery

- **4.1.** We will make Our Solutions available to You for re-sale to Customers pursuant to this Partner Agreement, for the Term specified in the Order and in accordance with the number of user licenses or SAAS-subscriptions, and or other limits and metrics specified in the Order. Upon receipt of the Fee, We will deliver the login information or license keys for Our Solutions, or other information necessary for end users to use or access the Solution during the next Subscription Term or Licence Term. We will deliver such information directly to the Customer, or to You, in which case You agree that You will, in turn, deliver them directly to the end user specified in the Order, and not to use or access the Solutions in any other way. You must delete all such information promptly thereafter or maintain them in confidence.
- **4.2.** We make Our Solutions available to You or directly to the Customer, subject to any unavailability caused by circumstances beyond Our reasonable control, including any force majeure events as described in Article 21 of the License Agreement. The Solutions may be temporarily limited, interrupted, or curtailed due to maintenance, repair, modifications, upgrades, or relocation as provided for in the Service Level terms referred to in the License Agreement.

## 5. Reseller Responsibilities

- 5.1. Service standards. You shall maintain customer service standards that are appropriate and reflect favourably on GoPro's reputation. You undertake to use best efforts (never falling below industry standards expected of a reputable firm) to prevent unauthorized access to or use of the Solutions and shall notify Us promptly of any such unauthorized access or use; and comply with all applicable local and foreign laws in respect to the promotion and re-sale of the Solutions.
- **5.2.** Localization of Solutions. As a Partner in the Territory, You shall, at Your own expense, do and perform all tasks necessary to localize Our Solutions, such as translating them to the language of Your Territory. You will provide Us with samples of all localization of Our Solutions, including translations ('Localization Materials').

- **5.3. Mutual Obligations**. Neither party shall by way of statement, act or omission, discredit or reflect adversely upon the reputation of or the quality of the other party or products or services provided by the other party.
- 5.4. Restrictions. You shall not, and undertake not to (and not to authorize any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Solutions; (b) circumvent any user limits or other restrictions built into the Solutions; (c) remove any proprietary notices, labels, or marks from the Solutions (except to the extent You are explicitly permitted to do so by Us, for the purposes of re-branding the Solutions); (d) frame or mirror any content forming part of the Solutions; or (e) access the Solutions in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions, graphics or Technology of the Products. You shall not: (a) make the Solutions outside the Territory; (c) use the Solutions to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Solutions or their related systems or networks.
- **5.5. Sales and marketing activities.** You shall actively undertake marketing efforts for Our Solutions in the Territory. You shall submit to Us Your marketing plans and strategies for Our Solutions during the next year and use reasonable measures to incorporate Our suggestions for additional marketing efforts and opportunities into the marketing plan. Marketing plans shall be revised and re-submitted to us yearly.
- 5.6. Compliance assistance and co-operation. WE have internal protocols, certifications and are compliant with various industry standards, best practices guidelines and goals. These include, by way of example, ISO 27001, the GDPR, and the UN sustainability goals. Our adherence to these instruments makes Our Solutions more marketable and is beneficial to both Us and You. In order to ensure Our compliance with these instruments, We may require Your assistance, for example in the form of providing information or signing confirmations of specific matters. You undertake to use reasonable efforts to provide Us with such documents and data we require, without undue delay.

#### 6. License terms, ownership, and Intellectual Property

**6.1. End User Terms and Licenses**. You agree that Our Solutions shall always be provided to end users under the terms of Our License Agreement, whether directly from Us or through You as a reseller, and all end users' use of Our Solutions is governed by Our License Agreement. You are not Our agent and do not have the power or authority to bind us in any way except to provide Our Solutions in accordance with Our License Agreement. You shall not make any representations or warranties on Our behalf or in any way bind or attempt to bind Us contractually or otherwise with any Customer(s), outside the scope of Our License Agreement. Our obligations towards end users are limited to such service activities described in Our License Agreement. End users will always be permitted to contact Us and seek such services

directly from Us and We are not under any obligation to notify You of such contact by end users.

- **6.2.** User Subscriptions and Licenses. Access to the Solutions is only granted on the basis of Our License Agreement and subject to the Customer and end-users' acceptance of the Licence Agreement.
- 6.3. Partner responsibility regarding end User License Agreements. You shall:
  - a) ensure that Customers accept and enter into Our License Agreement and that end Users are aware that their license and use is subject to Our License Agreement, policies, and procedures applicable to the Solutions.
  - **b)** upon Our request provide reasonable assistance in enforcing Our terms against Customers and Users that may be in breach of them.
  - c) be responsible for ensuring that the number of end-users that use Our Solution through You, and their usage of Our Solutions corresponds to the relevant Order. If there is an increase in the number of end-users that use Our Solution through You, or they exceed usage limits or other metrics, You undertake to notify Us immediately, update the Order, and pay us such additional Fees as may be applicable, without delay. If We deem it needed, We may request verified information on the number of users of Our Solutions and their usage metrics and You undertake to provide us with such information immediately upon request.
- **6.4. Ownership and Proprietary Rights**. We own, and at all times retain, all right, title, and interest (including without limitation all patent rights, copyrights, trade secret rights, all confidential and proprietary information, all trademark rights, service marks and related goodwill, and all other intellectual property rights), in and to the Services, Our Solutions and Our Technology, all as further stipulated in Our License Agreement, especially Article 12. Except as expressly set forth in this Article 6, We reserve all rights and grant no licenses of any kind, whether by implication, estoppel, or otherwise.

#### 6.5. Trademarks

a) For the purposes of this Partner Agreement, the term 'Trademarks' shall mean the trademarks, service marks, names and logos owned and/or used by Us at any given time. Among Trademarks we currently own and use are, by way of example, 'GoPro', 'Casedoc' and 'Canalix' (and iterations thereof). We grant You a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use Our Trademarks solely in connection with the marketing and distribution of Our Solutions as permitted in this Partner Agreement, without the right to sublicense. You agree to use the Trademarks only as stated in this Partner Agreement, and in doing so, to follow the standards of quality established by Us and to adhere to any trademark usage guidelines provided by us at any given time. No other use of Our Trademarks is permitted. You will provide Us with representative samples of Your use of Our Trademarks in any materials including web pages, marketing, advertising, promotional and collateral materials ('Promotional Materials').

- b) All goodwill created by Your use of Our Trademarks is for the sole benefit of and accrues to Us. You acquire no right, title, or interest in Trademarks or associated with them, other than the right to use them in accordance with this Partner Agreement. You will not challenge the validity of Our Trademarks, nor assist anyone in challenging their validity. You agree not to make any application to register any Trademark or any domain names containing words or elements from our Trademarks, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any of Our Trademarks during or after the Term of this Partner Agreement. You may not disparage Us, Our Trademarks or Our Solutions.
- **6.6.** License granted by You to Us. By entering into this Partner Agreement, You grant Us a royaltyfree, worldwide, perpetual license to use any Promotional Materials and any Localization Materials, in any way we see fit, including the right to adapt, change and alter such material and distribute them.
- **6.7.** Non-Competition. During the Term, You shall not: (a) directly or indirectly market, promote, or solicit customers or subscriptions for, supply, sell- or resell any product or service in competition with Our Solutions; (b) enter into any agreements with any provider to resell, redistribute, sub-license or otherwise commercialize any product or service that competes with Our Solutions. We shall have the continuing right to market and sell the Solutions and any other products or services to any third parties, including but not limited to current, future, and potential Customers.

## 7. Data Protection and Customer Data

- 7.1. Data Protection. You undertake to comply with the information and data security and personal data protection rules and regulations applicable in Your jurisdiction (the 'Data Protection Laws'). In particular, all processing of personally identifiable data must adhere to the highest industry standards. We comply with the General Data Protection Regulation (Regulation (EU) 2016/679) (the 'GDPR') and thus, Our transmitting and sharing of personal data could require Us to ask You to enter into a contract that satisfies the requirements of the GDPR. Should we deem it needed, You undertake to execute Our Data Processing Agreement without delay. For the avoidance of doubt, We are not in breach of any of Our obligations under this Agreement if we deem it necessary to suspend services or delay delivery until the Data Protection Agreement is executed.
- 7.2. Customer Data and Your Data. We shall have the limited right to use the Customer Data and Your Data to provide the Solutions in accordance with this Partner Agreement and You shall obtain such rights from the Customers for Us. You undertake to ensure that the approval, that You and the Customer provides to us, sufficiently satisfies the requirements of the Data Protection Laws to permit us to perform the limited processing of personal data required to carry out Our obligations under the Agreement and to invoice Our fees and charges. Subject to the limited rights granted to Us pursuant to this Partner Agreement, We acquire no right, title or interest from You or any Customers under this Partner Agreement in or to Customer Data and Your Data, including any intellectual property rights therein. We are entitled to name a Customer as a user of Our Solutions, for marketing purposes.

**7.3.** You shall be responsible for the accuracy, quality, and legality of the Customer Data and the means by which it was acquired.

## 8. Services setup and operation

- **8.1.** Upon execution of this Partner Agreement, the Parties will co-operate and use commercially reasonable efforts to integrate, adapt infrastructure and take such further steps as may be needed in order to allow the Solutions to be marketed by You to Customers in the Territory (without prejudice to Article 5.2.). Your deployment is not only limited to the Territory, but also to the Solution-/s listed and the permitted form of deployment agreed on by Us in the Partner Acceptance Document (for example, the permitted form of deployment of Our Solutions may be identified as only as SAAS).
- **8.2. Support**. Our support for Our Products and Solutions is always subject to and according to the terms of Our standard SLA.
- **8.3.** Additional Services and Customization. If You or the Customer require additional services or customisation of Our Solutions, You or the Customer shall request such in accordance with Our License Agreement, and in particular Our CTSs, and they shall be subject to the terms thereof.
- 8.4. Modifications. Unless We specifically agree otherwise, all of Your Customizations to Our Solutions fall under Article 6.4. of Our License Agreement. For the avoidance of doubt, no development of Customizations a Partner will limit Our unrestricted right to develop similar customizations or adaptions of Our Solutions. We reserve the right to put in place restrictions on Customizations that are permitted to be used in connection with Our Solutions, by way of example (but without limiting the generality of the foregoing) to ensure the correct functionality of Our Solutions, to reduce security risks and to restrict conflicting license terms.
- **8.5.** Usage Limitations. Our Solutions may have specific service limitations. If We opt to change these limitations, We will use commercially reasonable efforts to provide at least three (3) months written notice of such limitations to You.
- 8.6. Direct contact with Customers. You acknowledge and approve that We may have reason to directly contact a Customer that uses Our Solution through You, for various reasons. You permit Us to make such contact, for example to provide information on updates and fixes, new Products or Solutions, in connection to New Releases, Workarounds etc., or to provide new login information or licence keys, without Your prior approval. You further acknowledge and approve that the Customer may have reason to contact Us directly. You permit such contact, and We can respond to such contact without any obligation to notify You.

## 9. Confidentiality

- **9.1.** The terms of Article 13 of Our License Agreement apply to Confidential Information, in addition to the following terms.
- **9.2. Injunctive Relief**. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.
- **9.3. Compelled Disclosure.** If a receiving party is compelled by law to disclose Confidential Information of a disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

## 10. Warranties, disclaimers, limitations of liability and indemnifications

- **10.1.** Warranties. Each Party warrants to the other Party that: (i) such Party is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) such Party has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under the Agreement; (iii) the execution, delivery, and performance of the Agreement constitutes the legal, valid, and binding agreement of such Party; (iv) as of the Effective Date, there is no outstanding litigation, arbitrated matter or other dispute to which such Party is a party, which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on such Party's ability to fulfil its obligations under the Agreement; and (v) no consent, approval or withholding of objection is required from any entity, including any governmental authority, with respect to such Party's entering into the Agreement.
- **10.2.** Except as stated in 10.1. above, we disclaim all further warranties according to the terms of Article 15.2. of Our License Agreement.
- **10.3. Our Indemnity.** Our sole obligation to indemnify You is stated in Article 16 of Our License Agreement.
- 10.4. Reseller Indemnity. You shall defend and/or settle at Your expense, any claims, actions or proceedings against Us and Our Affiliates and Our and their officers, directors, employees and contractors (the 'GoPro Indemnified Parties') to the extent arising out of or relating to (a) any representations or warranties made by You in respect to the Solutions or any portions thereof beyond those authorized in the Agreement; (b) any infringement or misappropriation of any intellectual property or other rights by any Customer Data; (c) any violation of any law or regulation by You or any of Your Affiliates or any of Your or their officers, directors, employees, contractors or agents; and You shall pay all damages finally awarded by a court of competent jurisdiction to such third party against any of the GoPro Indemnified Parties, or any settlement amounts agreed by You in writing; subject to the conditions that, We shall notify You promptly

of any claims, permit You to control the defence and settlement of such claims (provided that We may participate with counsel of Our own choosing, at Our own expense), and assist You, at Your expense, in defending or settling such claims. You shall not be liable for any settlement amounts entered into by Us, without having previously consulted You.

- **10.5.** All liability We may have under this Partner Agreement and the Solutions provided hereunder is limited according to Article 15 of Our License Agreement.
- **10.6.** Your limitation of liability. Except for Your obligation to indemnify and Your confidentiality obligations, in no event shall You have any liability to Us for any lost profits or costs of procurement of substitute goods or services, or for any incidental, punitive, indirect, special, or consequential damages, however caused and under any theory of liability (including negligence) and whether or not You had been advised of the possibility of such damage. The limitations set forth in this Article do not apply to any infringement or misappropriation by You or Your contractors of Our intellectual property rights. The foregoing limitation on direct damages shall not apply to any breach by You of Your confidentiality, nor Your obligation to indemnify the GoPro Indemnified Parties under Article 10.4.

## 11. Term and termination

- 11.1. Term. This Partner Agreement shall commence as of the signing date (the 'Effective Date') and shall continue in effect for an initial term of three (3) years (such initial term referred to in this Partner Agreement as the 'Initial Term'). Thereafter, the term of the Agreement shall be automatically renewed annually on the anniversary of the Effective Date for an additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Partner Agreement as a 'Renewal Term'), unless either Party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the 'Term'.
- **11.2.** Termination. This Partner Agreement may be terminated as follows: (a) if You fail to make any payment due hereunder within thirty (30) days after receiving written notice from Us that such payment is delinquent, We may terminate this Partner Agreement on written notice to You at any time following the end of such period; (b) if either Party breaches any material term or condition of this Partner Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching Party may terminate this Partner Agreement on written notice at any time following the end of such thirty (30) day period; (c) if either Party becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they come due) or makes an assignment for the benefit of creditors, declares bankruptcy, seeks moratorium, composition or analogous settlement proceedings then the other Party may terminate this Partner Agreement immediately upon notice; or (d) without cause, with a ninety (90) day written notice. If You terminate this Partner Agreement, such termination shall not affect Your right to provide Customers with Your own products and services that do not use or depend on the Solutions or any Deliverables. Termination of this Partner Agreement does not terminate the License Agreement between Us and Customers (and end-users) and We can continue to provide them with Our Solutions and Services, in

accordance with the terms of **Our** Licence Agreement. For the avoidance of doubt, after this Partner Agreement terminates, You are not entitled to claim or receive any discounts, credits, rebates, percentage or any other amounts related to the payments We receive from Customers for Our Solutions and Our Services.

- **11.3. Term of Subscriptions**. User subscriptions purchased by You, or by Customers through You, commence on the start date specified in the applicable Order and continue for the subscription term specified therein. Subscription terms are otherwise subject to the terms of Our License Agreement.
- **11.4.** If We terminate this Partner Agreement as permitted in Provisions 11.2.a), b) and c) above, We are permitted to take over Your business relationship with Costumers, as regards their use of Our Solutions and Our Services, without any payment, fee or other charge to You or any estate or other beneficiary and without seeking any prior approval and provide Services to Customers directly or through the use of our partner network. For the avoidance of doubt, in such instances We are permitted to designate another partner to take over the business relationship with Customers. You undertake to include such a provision in any agreement with a Customer for the use of Our Solutions or Services.
- **11.5. Survival**. The following sections shall survive the termination or expiration of this Partner Agreement for any reason: 1, 4.2, 6.1 (for sixty (60) days after expiration or termination of the Agreement), 9, 10, 11.4, 11.5, 11.6, 11.7 and 12, as well as terms identified as surviving termination under Article 14 of Our License Agreement, and any payment obligations incurred prior to the expiration or termination of this Partner Agreement.
- **11.6.** Effect of Termination. Upon expiration or termination of this Partner Agreement, You shall cease all use of the Solutions, and shall promptly return all materials received for us in connection with the Solutions or else destroy those copies and provide assurances (signed by an officer) to Us that You have done so.
- 11.7. Return of Customer Data and Your Data. Upon request by You made within thirty (30) days after the effective date of termination or expiration of a Solution subscription, We will, at Your expense, make available to You for download a file of such Customer Data or Your Data. After such 30-day period, We shall have no obligation to maintain or provide any of such Customer Data or Your Data and shall thereafter, unless legally prohibited, be permitted to delete all of such Customer's Data or Your Data in Our systems or otherwise in Our possession or under Our control.

#### 12. General

The general terms of Article 21 of Our License Agreement apply to this Partner Agreement.

#### 13. Governing law and dispute resolution

Unless otherwise provided for in the Partner Acceptance Document, the terms of Article 19 of Our License Agreement apply to the governing law and jurisdiction for disputes under this Partner Agreement.