

1. Interpretation

The definitions and rules of interpretation in this condition apply in these terms and conditions.

1.1 Definitions:

Capitalised terms used but not defined in a Sales Order Form or Service-Specific Schedule have the meanings set out below.

“Agreement” means the Sales Order Form, the Master General Terms and Conditions, the applicable Service-Specific Terms and Conditions and the Technical Document.

“Account” means a secure account for the Customer and its Authorised Users on the relevant Platform.

“Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with a Party.

“Applicable Law” all relevant laws, regulations or directives, regulatory policies, guidelines or industry codes which apply to Cape.io’s provision or the Customer’s use of the Services.

Authorised Third Party: those third parties that are authorised by the Customer from time to time to be able to use the Platform. For the avoidance of doubt, such third parties may include production companies, post production companies, media agencies, creative agencies and/or Broadcasters.

“Authorised User” means an individual whom the Customer authorises to use a Service.

Broadcaster: television broadcaster, broadcaster vendor such as an outsourced transmission company, website operator, ad network, ad exchange, ad server, radio station operators or any other entity capable of broadcasting and/or making Content available to the public.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England.

“Charges” means the fees payable for the Services as set out in the Sales Order Form(s).

“Confidential Information” means any information whether by virtue of and in the course of this Agreement or otherwise, a party may receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party.

“Content” means the digital assets, video or audio material which is or may be intended to be broadcast or otherwise made available to the public uploaded to the Platform by the Customer or on the Customer’s behalf by an Authorised Third Party and, if applicable, any related content. This also includes the market specific key metadata for each item of Content and all information to accompany the Content (specifying inter alia the channels or delivery points).

“Data Protection Legislation” any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the date of this Agreement or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation, the Data Protection Act 2018, the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, directions and orders issued from time to time under or in connection with any such law.

Documentation: any documentation for the Services produced by Cape.io and made available by Cape.io to the Customer from time to time.

“EU GDPR” the EU General Data Protection Regulation 2016/679.

“Force Majeure Event” means an event beyond a Party’s reasonable control, including internet or power failures, industrial action, war, terrorism, epidemic and acts of God.

“Initial Term” has the meaning given in the relevant Sales Order Form.

“Intellectual Property Rights” or **“IPR”** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, those rights and all similar or equivalent rights or forms of

protection which subsist or will subsist now or in the future in any part of the world.

“Platform” means Cape.io’s or its Affiliate’s cloud-based software environment through which a Service is delivered.

“Sales Order Form” an order describing the Services to be provided by Cape.io including, where applicable, the Platform, and substantially in the form attached to these Master Terms.

“Services” means the services selected in a Sales Order Form and any related support.

“Services Defect” means a defect, error or bug in the Platform, but excluding any defect, error or bug caused by or arising as a result of:

- a) any act or omission of the Customer or any Authorised Third Party;
- b) any use of the Platform or Services contrary to the Documentation, whether by the Customer or by an Authorised Third Party;
- c) a failure of the Customer to perform or observe any of its obligations in this Agreement (or to procure such performance or observance by an Authorised Third Party); and/or
- d) an incompatibility between the Platform or Services and any other system, network, application, program, hardware or software.”

“Subscription” means the subscription or usage tier as set out in the Sales Order Form.

“Term” has the meaning given in clause 13.

“UK GDPR” as defined in section 3 of the Data Protection Act 2018.

2. Term & Structure

2.1 The first Sales Order Form once executed establishes a framework for the supply of services by Cape.io to Customer under these Cape.io Master General Terms and Conditions. These Cape.io Master General Terms and Conditions continue in force from the first Sales Order Form and continue until terminated.

2.2 Cape.io and the Customer may, from time to time, enter into Sales Order Forms. Each Sales Order Form forms a separate contract between the Parties incorporating:

- (a) the Cape.io Sales Order Form;
- (b) these Cape.io Master General Terms and Conditions (“Master Terms”);
- (c) the applicable Service-Specific Terms and Conditions (“Service Terms”); and
- (d) the Technical Document,

together to be interpreted as this Agreement.

2.3 If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2.4 Each Agreement commences on the earlier of the execution of the Sales Order Form or the provision of Services to the Customer. Each Agreement continues for the Initial Term and will automatically renew or terminate as specified in the Sales Order Form and shall continue in force until terminated (“Term”) under clause 13.

2.5 Cape.io may revise or amend these Master Terms at any time without notice only where the amendment does not adversely affect the functionality of the Services. By continuing to use the Services after any such revision or amendment, the Customer agrees to be bound by the updated conditions and the Agreement is deemed updated accordingly.

3. Supply of Services

3.1 Cape.io shall:

- (a) provide the Services during the Term in all material respects with reasonable skill and care and diligence in accordance with good industry practice in accordance with this Agreement;
- (b) comply with all lawful and reasonable directions regarding the Services communicated to it from time to time by the Customer (provided such directions do not materially deviate from or add to the Sales Order Form and any such material amendment must be agreed in writing);

- (c) hold all Content in safe custody, maintain the content in good condition and not dispose or use the Content other than in accordance with the Customer's instructions necessary to perform the Services.
- 3.2 Without prejudice to the foregoing, to the maximum extent permitted by Applicable Law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.
- 3.3 If at any time Cape.io becomes aware that it may not be able to perform the Services by any deadline agreed by the Parties it will promptly notify the Customer and give details of the reasons for the delay.
- 4. Customer Obligations**
- 4.1 The Customer shall:
- (a) comply with this Agreement and ensure Authorised Users do likewise;
- (b) be responsible for all activity under its Accounts;
- (c) obtain all rights, licences and consents necessary for Cape.io to process Content;
- (d) not upload any Content that is unlawful, defamatory or contains malware;
- (e) use the Services only for lawful business purposes and in accordance with Applicable Law; and
- (f) provide Cape.io with accurate information reasonably required to perform the Services.
- 5. Intellectual Property Rights**
- 5.1 All Intellectual Property Rights in the Platforms and Services are owned by Cape.io or its licensors. Cape.io grants the Customer a non-exclusive, non-transferable, revocable licence during the Term to permit Authorised Users to use the Services for the Customer's internal business operations.
- 5.2 As between Cape.io and the Customer, all Intellectual Property Rights in the Content are owned by the Customer. The Customer grants Cape.io a royalty-free licence to host, copy, reproduce, store, distribute, publish, export, adapt, edit, transmit and process Content for the purpose of providing the Services. Cape.io may grant sublicences of the Content to its subcontractors and other suppliers where necessary for the performance of the Services.
- 5.3 The Customer warrants to Cape.io that the use of the Content and distribution of the Content by Cape.io in accordance with this Agreement will not:
- (a) Breach the provisions of any Applicable Law;
- (b) Infringe the Intellectual Property Rights or other legal rights of any person; or
- (c) Give rise to any cause of action against Cape.io,
- in each case in any jurisdiction.
- 5.4 The Customer shall keep Cape.io indemnified in full against any and all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Cape.io as a result of or in connection with any claim brought against Cape.io alleging that our receipt, distribution or the subsequent use by a Broadcaster of any Content:
- (a) infringes a third party's Intellectual Property Rights;
- (b) is libellous or defamatory; or
- (c) is contrary to Data Protection Legislation or any other Applicable Law.
- This clause 5.4 shall survive the termination of the Services and/or the termination of this Agreement.
- 5.5 Cape.io shall:
- (a) notify the Customer in writing of any claim against Cape.io in respect of which Cape.io wishes to rely on the indemnity at clause 5.4 (a "Claim");
- (b) allow the Customer, at the Customer's own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that the Customer shall obtain Cape.io's prior written approval of any settlement terms, such approval not to be unreasonably withheld; and
- (c) provide the Customer with such reasonable assistance regarding the Claim as is required by the Customer, subject to reimbursement by the Customer of Cape.io's costs so incurred.
- 5.6 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 5.7 The Parties acknowledge and agree that, for the avoidance of doubt, nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Cape.io to the Customer, or from the Customer to Cape.io.
- 5.8 If Cape.io reasonably determines, or any third party alleges, that the use of the Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, Cape.io may at its own cost and expense:
- (a) modify the Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Hosted Services in accordance with this Agreement.
- 6. Data Protection**
- 6.1 For the purposes of this clause, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 6.2 Both Parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 6.3 The Parties have determined that, for the purposes of Applicable Data Protection Laws:
- (a) Cape.io shall act as controller in respect of personal data and processing activities related to the Customer's login to the Platform and Services; and
- (b) the Customer shall act as controller in respect of Content and Cape.io shall act as processor of the personal data in the Content;
- (c) should the determination in this clause 6.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause.
- 6.4 The Customer warrants to Cape.io that it has the legal right (including any consents where appropriate) to enable lawful transfer of the personal data to Cape.io for the duration and purposes of this agreement.
- 6.5 Cape.io shall, in relation to Customer Personal Data:
- (a) process that Customer Personal Data only on the documented instructions of the Customer, unless the Cape.io is required by Applicable Laws to otherwise process that Customer Personal Data. The Cape.io shall inform the Customer if, in the opinion of the Cape.io, the instructions of the Customer infringe Applicable Data Protection Laws;
- (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;
- (c) assist the Customer insofar as this is possible, and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (d) notify the Customer without undue delay on becoming aware of a personal data breach involving personal data in the Content;
- (e) at the written direction of the Customer, delete or return the Content to the Customer on termination of the agreement unless the Cape.io is required by Applicable Law to continue to process that Customer Personal Data; and
- (f) maintain records to demonstrate its compliance with this clause.
- 6.6 The Customer hereby provides its prior, general authorisation for Cape.io to:

- (a) appoint processors to process the Content on terms which comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Cape.io in this clause;
- (b) transfer Content outside of the UK, provided that Cape.io shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.
- 6.7 Either party may, at any time on not less than 30 days' notice, revise this clause with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (Amended Terms).
- 7. Security**
- 7.1 The Platform will be operated with a view to maintaining the full security and confidentiality of Content but Cape.io will have no further obligations or liability in respect of maintaining security or confidentiality. In particular and without limitation Cape.io cannot accept any liability in respect of any breach of security or confidentiality arising out of (i) the delivery of Content to Cape.io via electronic means or (ii) the operations of the owner(s) of the telecommunication lines used by the Platform or (iii) anything done or not done by the Broadcasters on receipt of any Content.
- 8. Charges and Payment**
- 8.1 The Customer shall pay such Charges as set out in the Sales Order Form and any such additional Charges that have been agreed in writing. All Charges are quoted exclusive of VAT.
- 8.2 Cape.io will invoice the Charges in accordance with the Sales Order Form and invoices are due within 30 days of the invoice date.
- 8.3 In the event that the Customer fails to make any payment in full when due to Cape.io under this Agreement, then without prejudice to its other rights and remedies under or in connection with this Agreement or otherwise in law, Cape.io shall be entitled to
- (a) suspend Services with 14 days' written notice if undisputed invoices remain unpaid; and/or
- (b) charge the Customer interest on such overdue sum at the rate of 4% above the Bank of England base rate.
- 8.4 Cape.io may increase the Charges:
- (a) with not less than 30 days' prior written notice to take effect from each anniversary of the Start Date to reflect the percentage increase in the UK CPI in the previous 12-month period; and
- (b) with as much prior written notice as is reasonably practicable (with such increase to take effect on the date stated in the notice) to reflect a change in Applicable Laws or an increase in Cape.io's direct costs of supplying the Services that is beyond its reasonable control, including increases imposed by third-party suppliers (such as cloud/hosting, data, software, telecoms or network providers), energy or data centre costs, taxes, duties or levies, or material adverse currency movements.
- 8.5 If Cape.io gives notice under clause 8.4, the Customer may reject the increase by giving written notice to terminate the affected Sales Order Form or Services at any time before the increase takes effect; termination will take effect on the day immediately preceding the effective date of the increase. If the Customer does not so terminate, the increase is deemed accepted.
- 9. Confidentiality**
- 9.1 Confidential Information shall include any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential.
- 9.2 Each Party undertakes that it shall not at any time disclose to any person any Confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 9.3 and the exclusions at 9.5.
- 9.3 Each Party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.4 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement
- 9.5 Confidential Information shall exclude information which:**
- (a) at the time of receipt by the recipient is in the public domain;
- (b) subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- (c) is lawfully received by the recipient from a third party on an unrestricted basis; and/or
- (d) is already known to the recipient before receipt hereunder.
- 9.6 The provisions of this clause 9 shall continue in force for a period of five (5) years following the termination of the Agreement, at the end of which period they will cease to have effect.
- 10. Insurance**
- During this Agreement both Parties shall maintain in force, with reputable insurance companies, insurance against all risks that would normally be insured against by a prudent businessperson in connection with this Agreement. Upon either Party's reasonable request the other Party will provide reasonable evidence that such insurance is in place.
- 11. Warranties and Warranty Limitations**
- 11.1 Each Party warrants to the other that:
- (a) it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement; and
- (b) it will comply with all Applicable Laws and regulatory requirements applying to the exercise of its rights and the fulfilment of its obligations under this Agreement.
- 11.2 Cape.io warrants to the Customer that:
- (a) the Services will be substantially (but not completely) free from Services Defects; and
- (b) the Platform will incorporate security features reflecting the requirements of good industry practice.
- 11.3 All of the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by Applicable Law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
- 11.4 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, Cape.io gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 11.5 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, Cape.io gives no warranty or representation that the Hosted Services will be entirely secure.
- 11.6 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Services and Cape.io does not warrant or represent that the Hosted Services will be compatible with any other software or systems.
- 12. Liability**
- 12.1 Nothing in this Agreement limits liability for death, personal injury, fraud or any other liability that cannot lawfully be limited.
- 12.2 Subject to 12.1, neither Party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, special or consequential loss or damage arising under or in connection with this Agreement including without limitation, loss of profits, loss of revenue, loss or corruption of any data, database or software, loss of business opportunity, or any loss of use or production.
- 12.3 Subject to 12.1, Cape.io's total aggregate liability in any 12-month period shall not exceed the Charges paid or payable in that period.

- 13. Termination**
- 13.1 Either Party may terminate an Agreement on 60 days' written notice to the other Party with such notice to take effect at the end of the Initial Term.
- 13.2 Either Party may terminate the Cape.io Master General Terms and Conditions on 60 days' written notice to the other Party.
- 13.3 Either Party may terminate this Agreement immediately by notifying the other party if:
- (a) The other Party commits a material breach of any term of this Agreement that:
- (i) Is not capable of remedy; or
- (ii) Is capable of remedy but is not remedied within a period of 30 days by the other party after being notified to do so, immediately for material breach not remedied within 30 days or if the other Party becomes insolvent,
- (b) the other Party fails to pay any undisputed amount when due;
- (c) the other Party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 13.2 (c);
- (d) the other Party suspends or ceases, or threatens to suspend or cease, carrying on business; or
- (e) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
- 13.4 On termination of an Agreement, the Customer shall pay all outstanding Charges and Cape.io may delete Content after 30 days, unless otherwise agreed.
- 13.5 Termination of an Agreement shall not automatically affect any other Agreement or these Cape.io Master General Terms and Conditions which shall continue until terminated separately in accordance with this clause.
- 13.6 Where the Parties terminate the Cape.io Master General Terms and Conditions, each Agreement shall continue in force until terminated separately in accordance with this clause.
- 14. Force Majeure**
- 14.1 Neither Party is liable for failure to perform caused by a Force Majeure Event. If such an event continues for more than 30 days either Party may terminate the affected Sales Order Form on written notice.
- 15. Anti-Bribery**
- 15.1 Neither Party will and nor will any of their officers, employees, representatives or agents, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under this Agreement) with respect to this Agreement which (i) would violate any anti-corruption laws or regulations applicable to such party and its Affiliates, (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of expectation of good faith, impartially or trust, or which it would otherwise be improper for the recipient to accept (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.
- 16. Non-Solicitation**
- 16.1 The Customer shall not, either directly or indirectly, by or through itself, its affiliate, its agents or otherwise, or in conjunction with its affiliate, its agents or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice, induce or endeavour to solicit, entice or induce any employee or person otherwise engaged by Cape.io, in relation to the provision or receipt of the Services for up to 1 year after expiry or termination of this Agreement.
- 17. Publicity**
- 17.1 Either Party may make, or permit any person to make, public announcements concerning this Agreement and may reference the existence of the relationship without the prior written consent of the other Party, provided that any such announcement is accurate, complies with Applicable Law and does not disclose the other Party's Confidential Information.
- 18. Notices**
- 18.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the Party at the registered office, or email address as set out in the sales Order Form, or as otherwise notified in writing to the other Party.
- 18.2 Notices shall be deemed received:
- (a) by personal delivery: on delivery
- (b) by first class post: two business days after posting
- (c) by email: the date sent unless a deliver failure notification or similar is received by the sender. If a notice is sent by email after 5:30pm on a business day, or on any day which is not a business day, in which case it will be deemed to be received on the next business day.
- 19. Assignment**
- 19.1 Cape.io may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 19.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 20. Entire Agreement**
- 20.1 This Agreement constitutes the entire agreement between the Parties. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21. Variation**
- 21.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 22. Waiver**
- 22.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 23. Severance**
- 23.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 24. No Partnership or Agency**
- 24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 25. Third Party Rights**
- 25.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 26. Further Assurance**
- 26.1 Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and

deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

27. Governing Law and Jurisdiction

27.1 This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the courts of England and Wales.

27.2 Notwithstanding the foregoing, where a Sales Order is entered into by:

- (a) Advalidation AB: That Sales Order, and any dispute arising out of or in connection with it, shall be governed by the laws of Sweden and subject to the exclusive jurisdiction of the courts of Sweden.
 - (b) byCape B.V.: That Sales Order, and any dispute arising out of or in connection with it, shall be governed by the laws of the Netherlands and subject to the exclusive jurisdiction of the courts of the Netherlands.
-