

LICENSE AGREEMENT

Schedule

Effective Date: -

Between:
Company name: Microsoft Pte. Lte.
Street/Number: test
City: LANUS
ZIP code: 1824
Country: Afghanistan
VAT Number:
Registration Number:
(hereinafter: 'Licensor')

And:
Company name: Test2 Company Ltd. Pte.
Street/Number: Olazabal 1515 CAPI
City: Lanus
ZIP code: C1428DGG
Country: Argentina
VAT Number: 123123123
Registration Number:
(hereinafter: 'Licensee')

(Licensor and Licensee together are hereinafter referred to as the 'Parties' and individually as 'Party').

The Parties are members of ContentArena, a digital rights trading platform run by Content Arena Ltd. with registered office in Singapore (Reg No 201722155K) through which the Parties made contact.

Now, Licensee wishes to acquire certain Audio-visual Rights, and Licensors wishes to grant to Licensee certain Audio-visual Rights to the Event. Therefore, the Parties agree to enter into the following License Agreement consisting of the Schedule and the Terms and Conditions below. All capitalized expressions used in this License Agreement shall have the meanings as set out in the Schedule and Clause 1 of the Terms and Conditions."

1. Event:

Sport(s)	Baseball
Competition	Professional Baseball
Country of origin/Category	Japan
Season	2012

2. Program:

Program Description: EVENT_SPORT: Baseball
EVENT_CATEGORY_COUNTRY: Japan
EVENT_TOURNAMENT: Professional Baseball
EVENT_SEASON_RELEASE: 2012

3. Grant of Rights:

Licensor hereby grants to Licensee during the License Period the Audio-visual Rights to the Program in the Territory, for the Licensed Language and as specified in this License Agreement and the following Rights Specifications:

Grant of Rights	Live Transmission Rights	News Access Rights	Highlights & Clips Rights
Transmission Form	All	All	All
Transmission Means	All	All	All
Exploitation Window	-	Unlimited	Unlimited
Number of Runs	-	Unlimited	Unlimited
Right to Sublicense	Yes, but remains subject to seller's approval	Yes, but remains subject to seller's approval	Yes, but remains subject to seller's approval
Reserved Rights	No	No	No
Granted Transmission Time	-	90 seconds	5 minutes

All rights not expressly granted under this License Agreement remain exclusively with the Licensor. For the avoidance of doubt: (Live) Betting Rights or any rights for the purpose of sports betting/gambling are excluded and not granted.

4. Exclusivity of the Grant of Rights:

None

5. Territory:

Anguilla, Antigua and Barbuda

6. Licensed Language(s):

All local languages

7. License Period:

27/03/2019 - Unlimited

8. Content Delivery:

Content Delivery	Live Feed
Graphics	No
Commentary	No
Camera Standards	Minimum cameras: 4
Aspect Ratio	16:9
Video Standards	HD
Technical delivery method	Satellite

9. Transmission Obligation:

None

10.1 Commercial Terms:

License Fee: 10.00 EUR

10.2 Payment Schedule:

Payment Due: 30 days after contract conclusion

11. Applicable Law:

Austria

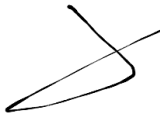
12. Place of Jurisdiction:

asdasdasd

13. Miscellaneous:

None

14. Signature:

Licensor:	Licensee:
Not available	

Juan Talco - Mr - 03/27/2019 07:42 UTC

General Terms and Conditions "T&C"

1. Definitions:

Live Transmission Rights	means chota larga
Delayed Transmission Rights	means the right to a full-length delayed Transmission of the Program commencing not before the end of the respective Single Event;
Live Betting Rights	means the right to real-time (subject to latency) Transmission of the Program in betting shops and on betting platforms;
Highlight & Clip Rights	means the right to a Transmission of non-live footage of the Program in a length specified in the Rights Specification;
News Access Right	means the right to a Transmission of non-live footage of the Program in a length specified in the Rights Specification
Edited Program Rights	means the right to a Transmission of the Edited Program
Edited Program	means a Program that is edited and delivered to the Licensee ready for Transmission and that may not be edited by the Licensee
Transmission Means	means the technical means on which the Licensee may Transmit Program as per Rights Specification
Cable & IPTV Transmission	means the analogue or digital Transmission by way of coaxial, fibre-optic or any other form of cable, or by means of microwave dish systems (commonly known as MMDS or wireless cable), master antenna television systems (MATV) and satellite master antenna systems (SMATV) or the process of transmitting and broadcasting the Content within television programs solely available to a closed circuit of potential users/subscribers using Internet Protocol (IP)
Satellite Transmission	means analogue or digital Transmission by way of a satellite system whereby such signal is initially Transmitted to a satellite situated beyond the earth's atmosphere and is subsequently re-transmitted by transponders or similar devices for reception by a satellite dish at the place where the viewer will view such Transmission
Terrestrial Transmission	means the analogue or digital Transmission by way of wireless telegraphy signals (e.g. DVB T), which are Transmitted by fixed land-based transmission stations
OTT	means a service that provides the Program via internet delivery and on internet enabled platforms with or without a multiple system operator being involved in the distribution of the service
Internet Transmission	means the digital Transmission of the Program by way of any telecommunication system utilizing TCP/IP protocols and/or related protocols including (i) OTT (ii) Transmission on a website or (iii) Transmission on Social Media Platforms, but excluding the IPTV transmission available to the public subject to territorial restrictions and other restrictions agreed between the Parties or applied by the Licensee when exploiting the rights
Mobile Transmission	means the digital Transmission through a wireless standard or technology including by way of: (i) General Packet Radio Services (GPRS), Global System for Mobile Communications (GSM), Enhanced Data GSM Environment (EDGE), Code Division Multiple Access (CDMA), High Speed Circuit Switched Data (HSCSD), Personal Communications Networks (PCN), Wireless Application Protocol (WAP), Universal Mobile Telecommunications System (UMTS), Bluetooth, Wi-Fi, Digital Video Broadcasting – Handheld (DVB-H), Integrated Services Digital Broadcasting (ISDB) and Digital Mobile Broadcasting (DMB); and (ii) any other wireless telecommunications technology
Exploitation Form	means the form of exploitation for which the Audio-visual Rights to the Program is granted
Free Transmission	means, in relation to the Transmission Means to which it is applied, that the Program may be intelligibly received by recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of, or for general reception of, or access to, such service or channel (or package of services or channels)
Pay only	means, in relation to the Transmission Means to which it is applied, that the Program may be intelligibly received by recipients on payment of a fee, subscription or other charge (other than fees or taxes imposed by any state or local government (or agency thereof)) for ownership of, or for general reception of or access to, such service or channel (or package of services or channels). This also comprises PPV (Pay-Per-View) Transmission which means that the Program may be intelligibly received by recipients in such a way that a charge or charges are levied on a per program, per occasion, per day (or other period) or per package basis above a standard subscription or channel payment

Inship/Inflight Right	means the right to Transmit the Program in planes and ships
Closed Circuit	means the right to Transmit the Program by means of any closed-circuit delivery system to closed user groups such as hotels, restaurants, bars, educational institutions, hospitals, oil rigs, airplanes, cruise ships and other transportation services, and within private intranet groups and virtual private networks other than in betting shops, planes and ships
Reserved Rights	means the Audio-visual Rights to the Program that may be exploited by the Licensor and its sublicensee irrespective of any exclusivity granted
Time Embargo	means a specific time after the Event or Single Event until the Licensee is not entitled to Transmit the Program
License Period	means the time period in which the specific Program may be exploited
Number of Runs	means the number of Transmission of the Program
Transmission Obligation	means the obligation to a specific Transmission of the Program
Term	means term of the License Agreement as defined in clause 2.1 of the General Terms and Conditions
License Period	means the period in which the Granted Rights may be exploited as per clause 7. of the Schedule subject to Exploitation Window
Exploitation Window	means the specific time frame within the License Period in which the specific right may be exploited
Right to Sublicense	means the right to sublicense the granted Audio-visual Rights to a third-party subject to (i) the Licensee being liable for the acts or omissions of each sub-licensee regarding the exploitation of Audio-visual Rights as if such acts or omissions were the acts or omissions of the Licensee and (ii) the Licensee remaining fully liable for all their obligations set out in this Agreement towards the Licensor
Video Standard	means the format of the Delivered Content
SD	576i / 480i
HD	720i/1080i/1080p
UHD	3840x2160/7680x4320, 4K,8K
Effective Date	means the date both Parties have signed the License Agreement
Licensor	means the Party which licenses Audio-visual Rights to the Licensee
Licensee	means the Party which acquires Audiovisual Rights from the Licensor
Parties	means the parties to the License Agreement
Party	means a party to the License Agreement

Event	means a (sport) event and/or competition to which the Program refers
Audio-visual Rights	means the right to Transmit audio-visual content
Program	means the Event or audio-visual content / program to which the Licensor grants rights
Territory	means the territory or territories for which Audio-visual Rights to the Program is/are granted as per the License Agreement
License Agreement	means this agreement between the Parties
Rights Specifications	means specification of the Audio-visual Rights to the Program
Licensed Languages	means the language in which the Licensee may exploit the Granted Rights
General Terms and Conditions	means these General Terms and Conditions that together with the Schedule form the License Agreement
Schedule	means the key terms that together with the General Terms and Conditions form the License Agreement
Single Event	means a single part of an Event such as a match, game or fight
Competition Brand	means the official logo and name of the Licensor and the Event (including the composite logos with sponsors (if any))
Applicable Law	means all applicable laws, regulations, regulatory license conditions, and the relevant regulatory authorities' directions, rules, standards, guidance and codes of practice in all relevant jurisdictions in the applicable country of the Territory
Portable Services	have the meaning as stipulated in clause 6.2 of the General Terms and Conditions
Delivered Content	means the audio-visual content that shall be delivered to the Licensee by the Licensor in order to exploit the Granted Rights. For the avoidance of doubt, the Delivered Content may also comprise of the Program
Force Majeure Event	means acts, events, omissions or accidents beyond the reasonable control of a Party (including, without limitation, a labour dispute, accident, fire, flood, riot or civil commotion, act of public enemy, legal enactment, government act, rule or regulations or act of God)
Prohibited Material	means any material that (i) does not comply with Applicable Laws (ii) promotes or disparages any political views, ideologies or parties (iii) depicts violence or is otherwise threatening or abusive (iv) promotes the sale of tobacco, tobacco-related products, drugs or pornography (v) is, in the Licensor's reasonable opinion, offensive, indecent or encourages, in any manner whatsoever, behaviour which promotes disparaging views or behaviour relating to an individual or groups, race, nationality, ethnicity, sex, sexual orientation, religion, marital status, age or disability (vi) in the Licensor's reasonable opinion may damage the image and/or reputation of the Licensor the Event or any of its representatives or (vii) includes any gambling or betting element other than the mere advertising of a betting company (or any such gambling or betting elements which are approved by the Licensor). For the avoidance of doubt, any such gambling or betting element shall not however constitute 'Prohibited Material' hereunder in the context of the exploitation of the Live Betting Rights
Technical Fee	means the consideration to be paid by the Licensee for Delivered Content
License Fee	means the consideration to be paid by the Licensee for the Granted Rights
Granted Rights	have the meaning as stipulated in clause 3. of the Schedule

EAA	means the countries within the European Economic Area and any other country which is bound by the Applicable Law of the European Union and the European Economic Area
Transmission Obligation	means the obligation of the Licensee to a specific Transmission
Remuneration	means the License Fee and the Technical Fee
Live Feed	means an audiovisual real-time (subject to latency) feed of the whole Event or of the whole Single Event
Delayed & Archive Feed	means an audiovisual delayed feed of the whole Event or of the whole Single Event
Live Betting Feed	means an audiovisual real-time (subject to latency) feed of the Event or of the whole Single Event, the standard of which meets the requirements for betting purposes
News Footage	means short audiovisual footage of an Event or Single Event, which is used for the purpose of exploiting News Access Rights
Highlight & Clip Footage	means audiovisual highlight footage of the Event or Single Event

2. Term:

2.1 • The term of the License Agreement shall start with the Effective Date and end fourteen (14) days after the end of the License Period.

2.2 • All rights granted to the Licensee shall end after the License Period or the relevant Exploitation Window and the Licensee shall not make use or exploit any granted rights beyond the License Period or the relevant Exploitation Window. At the request of the Licensor, the Licensee shall, after the Term, deliver to the Licensor free of charge all Content and other material (such as copies of sales brochures and contracts etc.) that the Licensee used or produced in connection with the exploitation of the Granted Rights.

3. Grant of Rights:

3.1 • In consideration of payment of the Remunerations, the Licensor grants to Licensees for the Term, the Audio-visual Rights to the Program strictly in accordance with and subject to the terms set out in this License Agreement.

3.2 • Irrespective of the exclusivity of the Granted Rights (if any), the Reserved Rights shall always be available for the Licensor and third-party exploitation.

4. Payment Terms and Withholding Tax:

4.1 The Licence Fee and Technical Fee shall be paid by Licensees to the Licensor in accordance with Clause 10 of the Schedule.

4.2 Any payment made by the Licensee pursuant to the License Agreement shall be made by bank transfer, in full, without any deduction, set off or withholding other than stipulated below (whether in respect of duties, taxes, charges, or otherwise) and after receipt of a proper invoice.

4.3 The Licensor's acceptance of any payment after this due date shall not constitute a waiver by the Licensor of any of its rights hereunder.

4.4 If any scheduled payment of a Licensee owing pursuant to the License Agreement is not paid when due, the Licensee shall pay to the Licensor, in addition to all sums otherwise due and payable, a late charge in an amount equal to 4% percent per annum of the unpaid amount (calculated in respect of the period during which the relevant payment was overdue), subject to the receipt of a payment reminder in which a payment deadline of 20 days is notified. The Licensor's acceptance of any payment after this due date shall not constitute a waiver by the Licensor of any of its rights hereunder.

4.5 If the Licensee is required by any Applicable Law to make any withholding in respect of any amount payable to the Licensor under the License Agreement, an additional amount shall be payable to the Licensor at the same time so that the Licensor receives the full amount of each such payment which it would have received if no withholding had been so required. The Licensor shall then provide on a timely basis all reasonable assistance and other documentary evidence so as to enable Licensees (where relevant) to be able to make any payment without withholding or at a lower rate of withholding or to procure a tax credit from the relevant tax authority equal to the amount withheld.

4.6 If exchange control or other restrictions prevent or threaten to prevent the remittance to the Licensor of any payments due to the Licensor under the License Agreement, the Licensee shall immediately advise the Licensor in writing and follow the Licensor's instructions in respect of the payment to be so remitted including if required depositing the same with any bank or

other person designated by the Licensor at such location as may be designated by the Licensor.

5. General Provision Concerning the Exploitation of Audio-visual to the Program:

5.1 The Licensee ensures that it and any of its sub-licensees hold all necessary licenses, permissions or authorizations to operate the platforms/channels on which the Program is Transmitted. In addition, the Licensee shall at all times adhere to Applicable Laws when exploiting and/or marketing the Granted Rights.

5.2 The Licensee procures that its employees, representatives and agents shall at all times during the Term not engage in any activity that could damage the image or damage the reputation of the Event / Program, the Licensor and their representatives.

5.3 The rights granted are subject to continuous compliance with all terms and conditions of the License Agreement. If a Licensee fails to comply with its obligations, the Licensor may (i) suspend any rights granted and/or (ii) withdraw access to the Delivered Content or material provided by the Licensor, in each case without any right for the Licensee to any compensation or reduction in the Remuneration.

5.4 Licensees warrant (i) not to Transmit the Program on platform(s)/channels which are not, in the reasonable opinion of the Licensor, appropriate for the Transmission of premium (sports) content or (ii) which may harm the reputation of the Licensor, the Event / Program or that feature Prohibited Material.

5.5 The Licensee shall not be permitted to (i) insert advertising in the Programs in a manner which would unreasonably cover any event-action with advertising unless otherwise agreed upon in writing and (ii) partially or totally, cover or alter or weaken the appearance of the Competition Brands or (iii) use graphics other than the Competition Brands provided by the Licensor during the Transmission of the Program, if not expressly agreed otherwise. The Licensor always reserves the right to include Competition Brands or graphic elements of sponsors in the Programs (e.g. timing sponsor) and the Licensees are obliged to ensure that these marks will be displayed as determined in the specifications and guidelines provided by the Licensor from time to time.

6. Territorial Integrity Concerning the Audio-visual Rights granted:

6.1 To the maximum extent permitted by Applicable Law, each Licensee will be contractually required to ensure the territorial integrity of its Transmissions of the Program made pursuant to the Audio-visual Rights granted, for example, by the use of secure and effective encryption, geo-blocking or similar technology and appropriate scrutiny and verification of the residences and/or locations of subscribers and users, so as to ensure that no person outside the Territory awarded by the Licensor to a specific Licensee can access or view such content in an intelligible form.

6.2 Customary exceptions will be allowed by the Licensor for: (i) unavoidable overspill of unencrypted free over the air analogue and digital terrestrial transmissions; (ii) non-material overspill of unencrypted Satellite Transmissions where expressly approved by the Licensor (iii) the absolute effectiveness of geo blocking and DRM technology; (iv) cross-border 'portability' of online audio-visual services within the EEA as per EU Directive 2015/0284(COD) (hereinafter "Portable Services"); and (v) requirements imposed by Applicable Law and any further overspill that cannot be prevented or restricted as a result of a change in Applicable Laws.

6.3 In addition, Licensees within the EEA shall be permitted to make Transmissions of the Program by means of satellite television via a designated satellite capable of reception outside the Territory awarded by the Licensor, provided that all such Transmissions are securely encrypted (or similar conditional access technology is deployed) so that no person outside the EEA can access or view such content in an intelligible form. Such Licensee shall be entitled to sell or otherwise supply equipment or devices (including, but not limited to any so-called "smart cards" and/or any decoding equipment) which are necessary to decode such Transmissions or to receive such Transmissions in an intelligible form to residents of the EEA outside the applicable Territory who have actively requested or ordered the same. Licensees shall otherwise be prohibited from actively marketing or soliciting orders for any decoding or similar equipment which is necessary to decode such Transmissions to or from any person outside the Territory awarded by the Licensor.

6.4 For portable services that are subject to EU Directive 2015/0284(COD), the Licensee shall (i) provide with efficient verification the means deployed by the Licensee for a portable service to ensure on an ongoing basis that such service is being accessed and viewed only by customers who are, at that time, habitually resident in the Territory in accordance with EU Directive 2015/0284(COD) (ii) ensure that only subscribers of the portable service who have been verified by efficient verification means shall be entitled to access the portable service from any Territory other than the granted Territory. Licensees shall otherwise be prohibited from actively marketing or soliciting orders for any portable service outside the Territory awarded by the Licensor.

7. Delivery of Content:

7.1 Licensees shall provide the Delivered Content as defined in Clause 8 of the Schedule.

8. Transfer of License Agreement and Sub-Contracting:

8.1 Neither Party may assign, transfer or otherwise dispose of this License Agreement or any obligation with respect thereto to any third party without the prior written consent of the other Party unless explicitly otherwise stipulated in the Schedule

8.2 In case the Licensor permits the Licensee to sub-license the Audio-visual Rights awarded, then (i) the Licensee shall be liable for the acts or omissions of each sub-licensee regarding the exploitation of the Granted Rights as if such acts or omissions were the acts or omissions of the Licensee and (ii) the Licensee remaining fully liable for all its obligations set out in this License Agreement (iii) the Licensees shall award/sublicense Granted Rights always and at any time in accordance with the relevant competition laws

9. Changes in the Event Format:

9.1 During the entire Term, the Licensor shall be exclusively and at its sole discretion entitled to change formats, rules, determined start times including the number of Single Events of any of the Events.

9.2 In the event that format or scope of the Event including the scope of Single Events is amended during the Term, and such amendments, issuances and/or decisions by the Licensor entail a material and materially adverse effect on the Granted Rights, then the Parties shall amicably discuss adjustments of the Remunerations, unless the amendment or decision has been previously approved by the Licensee.

10. Termination:

10.1 The Licensor may terminate the License Agreement with immediate effect by written notice to the Licensee if:

- the Licensee fails to pay any sums due to the Licensor on the due date and any such default continues for a further period of twenty (20) working days;
- the Licensee breaches any other material term of the License Agreement, which is not capable of remedy or if capable of remedy has not been remedied within twenty (20) days after a notice in writing from the Party not in breach requiring such remedy;
- the Licensee applies for a moratorium on debts, or becomes insolvent or enters into any composition or arrangement with its creditors, or does anything which would make it liable to be put into liquidation, or if a resolution is passed or an application is made for the liquidation of any Party, or a receiver or statutory or official manager is appointed over all or any of the assets of any Party.

10.2 The Licensee may terminate the License Agreement with immediate effect by written notice to the Licensor if the Licensor commits a breach of a material term of the License Agreement which is not capable of remedy or if capable of remedy has not been remedied within twenty (20) days after a notice in writing from the Party not in breach requiring such remedy.

10.3 The Licensee agrees that in the event of early termination of the License Agreement pursuant to clauses 10.1 and 10.2. for any reason whatsoever, the Licensee shall:

- immediately cease to exercise the Granted Rights;
- shall deliver free of charge all copies and originals of all Programs and Delivered Content produced by the Licensee and/or its sub-licensees;

In the event of early termination of the License Agreement pursuant to a reason described in clause 10.1 first and second bullet point, then the Licensee furthermore shall immediately pay to the Licensor all the agreed Remunerations arising from the License Agreement

10.4 Termination of this License Agreement for whatever reason shall be without prejudice to any accrued rights and remedies to which either Party may be entitled hereunder, in particular but without limitation, the right to recover damages against the other Party and all provisions which are expressed to survive the License Agreement shall remain in full force and effect.

11. Copyright and Trademarks:

11.1 Save as explicitly provided herein, nothing in this License Agreement or in the business relationship between the Parties shall constitute or be construed as the transfer or grant to the Licensee for any property right, software, license, or any other right or interest in any information, data or work product made available by the Licensor in the course of the business relationship or in any trademarks or other intellectual property rights owned by the Licensor or any of their subsidiaries. Copyright to all Program and Delivered Content produced by the Licensor including any modification or editing of the Program and Delivered Content by way of adding voice and commentaries from sports commentators is vested in the Licensor.

11.2 Copyright to all Program produced by the Licensee, including any modification or editing of the Programs and Delivered Content by way of adding voice and commentaries from sports commentators is vested in the Licensee.

12. Warranties, Indemnifications and Liabilities:

12.1 The Licensor and Licensees hereby warrant that (i) they are fully entitled to enter into this License Agreement and to perform all its obligations, and that they have not and will not enter into any agreements inconsistent with the provisions hereof; and (ii) they shall defend, indemnify and hold the other Party harmless from and against any claims, costs, demands, proceedings or damages (including lawyer's fees) arising out of any failure to comply with their obligations hereunder.

12.2 Notwithstanding the above, the Licensor shall not be liable to others for any indirect or consequential loss or damage, and the maximum aggregate liability of the Licensor for any indemnity, loss or damage from all incidents during the Term shall be limited to a sum equivalent to the Remuneration. The foregoing exclusions and limitations of liability shall apply to the extent permitted by any mandatory Applicable Law.

13. Force Majeure:

13.1 Neither Party shall be liable to the other Party for any expenses or damages if performance of any of its obligations under the License Agreement is prevented (in full or in part) or delayed due to Force Majeure provided that the relevant affected Party shall: (i) promptly upon the occurrence of any such cause or event inform the other Party in writing, stating that such cause has delayed or prevented its performance; and (ii) take all reasonable steps to comply with the terms of the License Agreement as fully and promptly as possible.

13.2 Should any Force Majeure Event prevent a Party performing any of its obligations under the License Agreement, for more than ninety (90) days, then the other Party may terminate the License Agreement with immediate effect on written notice to the other Party.

14. Interpretation:

14.1 Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires

otherwise.

the singular includes the plural and conversely.

a gender includes all genders.

if a word or phrase is defined, its other grammatical forms have the corresponding meaning.

a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

a reference to a Clause or Schedule is a reference to a Clause of, or a Schedule to, this Agreement.

a reference to an Agreement or document (including, without limitation, a reference to this Agreement) is to the Agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other Agreement or document.

a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision which replaces it and a regulation or statutory instrument issued under it.

a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.

a reference to conduct includes, without limitation, any act, matter or thing done, permitted or omitted to be done, and a statement or undertaking, whether or not in writing.

15. Applicable Law/ Jurisdiction:

15.1 The License Agreement shall be governed by and construed in accordance with the laws of the country as defined in Clause 12 of the Schedule excluding its conflict of law rules.

15.2 The Parties have agreed to the exclusive jurisdiction of the country as defined in the Schedule. Accordingly, should a friendly agreement not be reached, any dispute or claim arising out of or in relation to this License Agreement, including the validity, invalidity, breach or termination thereof, shall be settled exclusively and finally by the exclusive jurisdiction of relevant courts of the country as defined in the Schedule. The seat of the courts shall be as defined under Clause 11 of the Schedule.

15.3 The provisions of this clause 15. shall survive the expiry or earlier termination of this License Agreement.

16. Miscellaneous:

16.1 The Parties agree that in case of a conflict between the provision of the Schedule and the any provision of the General Terms and Conditions, the provision of the Schedule supersedes the provision of the General Terms and Conditions.

16.2 The Parties acknowledge that the contents, and, in particular, the financial details, of this License Agreement are confidential and agree to take whatever measures are necessary to preserve such confidentiality, unless disclosure is required by law or to persons who are bound by secrecy under the applicable law (e.g. lawyers). The duties of the Parties hereunder shall survive the expiration or earlier termination of this License Agreement.

16.3 The License Agreement does not constitute either Party the agent of the other, or create a partnership, joint venture or similar relationship between the Parties. This License Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous understandings, negotiations as to such subject matter.

16.4 asdasdsd

16.5 The Parties agree to liaise and cooperate fully with each other on all matters arising in connection with the License Agreement.

17. Test:

17.1 asjdhaksd

18. Zaraza:

18.1 Test aksjdh aksjdhak sjdh aksjdhkajsd kasj dh