



License of non-exclusive audiovisual rights
for the editing and distribution
of a B2B “Scouting Database” service
Seasons 2013/2014 and 2014/2015

This document contains an English translation of the Offer for the non-exclusive Audiovisual Rights issued by the Lega Nazionale Professionisti Serie A on July 31, 2013. The Italian text is the authentic text of the Offer and, should any discrepancy arise, shall prevail over this English translation.

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1. Offer to the Market

Lega Nazionale Professionisti Serie A -hereinafter, "Lega Calcio Serie A"- hereby offers to the market the licensing of non-exclusive Audiovisual Rights for the production and supply of B2B services of analysing game tactics and players' performances in relation to the Images of the Championship belonging to the 2013/2014 and 2014/2015 Seasons.

The capitalized terms set forth in this document have the meanings ascribed to them in the definitions set forth in the standard License Agreement attached hereto as Annex 1.

1.1 Non-Exclusive Rights

The offer of Lega Calcio Serie A refers to the "Scouting Database" service as detailed in Section 2 of this document.

1.2 License Conditions

The consideration due to Lega Calcio Serie A for the licensing of the non-exclusive audiovisual rights is set forth in Section 2 below.

The license conditions, including the payment terms and other obligations to which each Licensee accepting this offer shall comply, are governed by and detailed in the standard License Agreement attached hereto as Annex 1.

1.3 Requests

This offer may be accepted by all operators actually operating the B2B service of Scouting Database for which the rights are offered.

The license shall be executed by Lega Calcio Serie A in respect of all operators that accept all economic and regulatory conditions set forth hereunder, and that transmit, in confirmation of their acceptance, a duly signed License Agreement for the non-exclusive rights in accordance with the text set forth in Annex 1.

The grant of the non-exclusive Audiovisual Rights being licensed shall become effective only upon receipt and acceptance, by Lega Calcio Serie A, of the said License Agreement duly signed by the operator.

Lega Calcio Serie A shall have the right to license the non-exclusive Audiovisual Rights at any time during or after the first or second Sport Season to which this offer relates. In such case, the consideration shall be owed by the operator on a pro rata basis in relation to the actual duration of the license.

By acquiring the non-exclusive Audiovisual Rights provided for in this offer the interested parties acknowledge and accept the notice concerning the privacy policy for their data as set forth in Section 3 below.

1.4 Notices

Those operators interested in the acquisition of the non-exclusive Audiovisual Rights may direct their inquiries to the following addresses:

Lega Nazionale Professionisti Serie A

Attn.: Marco Brunelli, General Manager
Via Ippolito Rosellini no. 4, 20124 Milan, Italy
Fax: 02 69010091
E-mail: segreteria@lega-calcio.it

Infront Italy srl - Advisor of Lega Nazionale Professionisti Serie A

Attn.: Marco Bogarelli, President
Via Deruta no. 20, 20132 Milan, Italy
Fax: 02 77112824
E-mail: presidenza@infrontsports.com

2. Rights Description

SCOUTING DATABASE RIGHTS

1) Events:

The license is for the Images of the Events belonging to the Serie A, Coppa Italia and Supercoppa Italiana Championships of the 2013/2014 and 2014/2015 Sport Seasons.

2) Rights Licensed

The license is for the non-exclusive Audiovisual Rights to use the recordings of the Images of the Events as part of the sole service Scouting Database (as defined below) operated by Licensee, not earlier than three (3) hours after the conclusion of each Event and up to the midnight of the eighth day after the Event.

Any other use of the Images of the Events other than as expressly specified in the preceding paragraph, shall be excluded from this license.

3) Scouting Database

The Scouting Database service managed by Licensee must consist of a database service offered for a fee, also available on-line, for use in a professional business-to-business environment (B2B) containing Images database of the Events for the sole purpose of analysing game tactics and players' performance, with access restricted only to professionals, organizations and businesses interested in such service, and with the strict exclusion of any other use.

4) Access to the Scouting Database Service

Access to and viewing of the Images contained in the Scouting Database may be permitted online through the Web and Mobile Platforms and off-line, on condition that any reproduction or use of the Images outside the service is disabled and not permitted.

5) Territory

Italy and world-wide abroad.

6) Fees:

For the 2013/2014 Season: Euros 50.000 (fifty-thousand) plus VAT.

For the 2014/2015 Season: Euros 50.000 (fifty-thousand) plus VAT.

3. Privacy Policy - Notice pursuant to Art. 13 of Legislative Decree 196/2003

The following information regards article 13 of Italian Legislative Decree no. 196 of June 30, 2003 on the rules protecting the processing of personal data belonging to private individuals and other entities ("Privacy Code").

The information and data provided by those participating in the licensing of Lega Calcio's rights will be processed in accordance with the provisions of the Privacy Code and principles of fairness, lawfulness, transparency and protection of the confidentiality of those concerned.

Processing of personal data means any operation or set of operations carried out without the aid of electronic instruments, concerning the collection, recording, organization, storage, consulting, development, modification, selection, extraction, comparison, use, interconnection, blocking, communication, dissemination, erasure and destruction of data, even if not registered in a database.

The processing of personal data:

(a) has the following purposes: ascertaining the suitability of those participating; allowing the management of all subsequent contractual stages; comply with legal, administrative, contractual and accounting requirements;

(b) will be carried out as follows: with the assistance of electronic or automated instruments and on paper;

(c) the data may be communicated or disclosed to third parties, even in the absence of the interested party's permission, only in cases where the communication or disclosure is necessary to comply with obligations under the law, rules or EU regulations; for the performance of obligations arising from a contract which the stakeholder is a party, or to comply with specific requests. In addition, the data may be communicated or disclosed to third parties, even in the absence of permission, if the information comes from public registers, lists, records or documents that can be known to anyone, or if the data pertains to the performance of economic activities, within the limits provided by the current legislation on business and industrial secrecy;

(d) pursuant to article 13, paragraph 1, letter d) of the Privacy Code, the data may be disclosed to officers and consultants of Lega Nazionale Professionisti Serie A involved in the licensing procedures, within their respective authority;

Providing data is optional, but the failure to do so might make it impossible, for those interested, to become licensee of the Rights. In addition, under articles 24, paragraph 1 (a), (b), (c), (d), (g), 26, paragraph 4 (d) and 27 of the Privacy Code, it is not necessary for the Data Holder to acquire the prior consent of the interested parties, except for the obligation to provide this information and to comply with the conditions established by the law in particular cases for data processing or by the General Authorizations of the Guarantor for the Protection of Personal Data for the processing of sensitive or judicial data. In this perspective, the processing of sensitive or judicial data implied in the procedures and/or the management of the Rights, will occur in full compliance with the provisions of Articles 26 and 27 of the Privacy Code and of the General Authorizations issued by the Guarantor for the Protection of Personal Data.

The details of the Data Holder are as follows: Lega Nazionale Professionisti Serie A - Via I. Rosellini 4 - 20124 Milan, Italy. The individual(s) responsible for the data processing, if appointed, may be known by contacting the Data Holder.

The data will be stored at the premises of the Data Holder for the time set forth in the above-mentioned law. Said data will be collected, processed and stored in full compliance with the provisions of articles 31 and following of the Privacy Code and the Technical Regulations - Annex B of the Code - regarding security measures.

The Data Holder may be contacted at any time, with no formalities, in order to enforce the rights provided in article 7 of the Privacy Code, as particularized below:

Article 7. Right to access personal data and other rights

1. The interested party has the right to obtain confirmation of whether or not personal data concerning him, even if not yet recorded in an intelligible form, exist.

2. The interested party has the right to be informed:

a) as to the origin of the personal data;

b) as to the purposes and methods for processing;

c) as to the criteria applied in case of processing with the aid of electronic instruments;

d) as to the identity of the holder, manager and the representative appointed under article 5, paragraph 2;

e) as to those to whom the data may be communicated or as to those who can learn about them in their capacity as designated representatives, managers or agents appointed in the State.

3. The interested party has the right to obtain:

a) an update, rectification or, when necessary, an integration of the data;

b) the cancellation, transformation into an anonymous form or the blocking of data processed unlawfully, including data which retention is unnecessary for the purposes for which the data were collected or subsequently processed;

c) a certification that the procedures of letters a) and b) have been notified, also as regards to their contents, to those to whom the data were communicated or disseminated, unless this requirement becomes impossible or manifestly disproportionate in respect to the protected right.

4. The interested party has the right to oppose, in whole or in part:

a) for legitimate reasons, to the processing of personal data, to the extent pertaining to its collection;

b) to the processing of personal data for purpose of mailing advertising or direct sales materials, or for carrying out market surveys or commercial communication.

Annex 1

LICENSE AGREEMENT FOR NON-EXCLUSIVE AUDIOVISUAL RIGHTS

BETWEEN

LEGA NAZIONALE PROFESSIONISTI SERIE A, a private association established under Italian laws, with registered office in Milan, Via Ippolito Rosellini no. 4, Tax Code and VAT no. 06637550960, herein represented by its President Maurizio Beretta (hereinafter, "**Lega Calcio Serie A**")

AND

[*company name*], with registered office in [*address*], Tax Code and VAT no. [*number*], herein represented by its [*name*] (hereinafter "**Licensee**")

Preambles

- A. On July 31, 2013, Lega Calcio Serie A published, on its website, its offer for the non-exclusive Audiovisual Rights identified herein.
- B. Licensee accepted the aforesaid offer with reference to the non-exclusive Audiovisual Rights, which Lega Calcio Serie A hereby licenses in accordance with the terms and conditions set forth in this writing.

On the basis of the above, which is an integral part of this agreement, the parties agree as follows.

Section 1. Definitions

As used herein, the following terms shall have the following meanings, being agreed that words importing the singular include the plural and vice versa:

- **Championship:** is any of the Serie A, Coppa Italia and Supercoppa Italiana championships of the 2013/2014 and 2014/2015 Sport Seasons.
- **License Agreement:** is the agreement for the license, to Licensee, of the Rights for the production of the Database.
- **Rights:** are the non-exclusive audiovisual rights to use the fixations of the Events until the midnight of the eighth day following each Event, for the production and supply of the Scouting Database service, under the terms of this License Agreement.
- **Term:** is the duration of this License Agreement.
- **Event:** is the event of the Championships consisting in the pre-Match, first half of the Match, interval, second half of the Match, and post-Match.
- **Match:** is the part of the Event which runs from the game's opening whistle and ends with its final whistle.
- **Round:** means the round of the Championship that includes all the Events played in one or more calendar days, on the basis of the calendar issued by the organizer of the Championship.

- **Images:** are, unless otherwise stated, the visual images of each entire Event, including Highlights, but with the exception of the Archive Footage.
- **Archive Footage:** are the fixations of the Images of the Event for the exercise of the right to the archive, which is reserved by the Clubs and is therefore excluded from this License Agreement.
- **Highlights:** are the footage of the Event's most significant passages of play, including freeze frames, slow-motion frames, instant replays and any other frames or animated match action processing that Licensee may use within the terms and conditions of this License Agreement.
- **Licensee:** is the operator to which the Rights have been licensed.
- **Mobile Phone Platform:** is the system for the transmission of audiovisual images in unicast mode (PtoP) using GSM, GPRS/EDGE and UMTS/HSDPA technology and subsequent evolution, intended for the reception on terminals connected to mobile phone networks.
- **Web Platform:** is the system for the transmission of visual images through the public Internet network (open IP network), intended for its reception on a personal computer, without the need of equipment or receiving software different from those generally available and technologically consolidated.
- **post-Match:** is the phase of the Event which runs from the final whistle of the Match until the last occurrence between the exit of the players from the sport venue and the 75th minute after the final whistle of the Match.
- **pre-Match:** is the phase of the Event which runs from the first of the occurrences between the time of arrival of the players at the stadium and the 90th minute before the Match, until the opening whistle of the Match.
- **Re-run:** is the full transmission of the Event after the first Live or first Delayed airing.
- **Scouting Database:** is the service consisting in the database having the characteristics specified in article 2.1 of this License Agreement.
- **Summary:** is the transmission of the Event for a duration not exceeding 10 minutes for each period of play.
- **Club:** means each sport organisation taking part in the Championship during each of the Sport Seasons.
- **Sport Season:** is the period, according to the sporting regulations, that elapses between July 1st and June 30th of the following calendar year.
- **Users:** are those to which, as part of their professional activity, Licensee shall provide access to the Scouting Database service.

Section 2. Rights Covered by the License

- 2.1 Lega Calcio Serie A licences to Licensee, on a non-exclusive basis, the Audiovisual Rights for the production and supply of the above-mentioned Scouting Database services, which Licensee shall use in compliance with all the terms and conditions of this License Agreement:
- a) **Events:** The license covers the Images of the Events of the Serie A, Coppa Italia and Supercoppa Italiana Championships of the 2013/2014 and 2014/2015 Sport Seasons.
 - b) **Rights:** The license covers the non-exclusive audiovisual rights to use the fixation of the Images of the Events within the Scouting database service managed by Licensee, not earlier than three (3) hours after the conclusion of each Event and until the midnight of the eighth day after the Event, as well as to reproduce, communicate and make available the Images contained in such Scouting Database.
 - c) **Scouting Database:** The Scouting Database service managed by Licensee must consist of an on-line database, offered for a fee, reserved for professional use (B2B), containing a schedule of Images of the Events for the sole purpose of analysing game tactics and players' performances, with access restricted to professionals, organizations and businesses interested in this service, and with the strict exclusion of any other use.
 - d) **Platforms:** The Platforms for Users' access and viewing of the Images contained in the Scouting Database are the Web and Mobile Platforms.
 - e) **Territory:** Italy and abroad.
- 2.2 The license is granted on a non-exclusive basis. Therefore, the Rights may be freely exploited by Lega Calcio Serie A, by the organizers of the Events, and by their successors and assigns, as well as by any other third party, without Licensee being able to raise any objection or demand, for any reason whatsoever, with respect to such other uses, against anyone.
- 2.3 The license is granted along with the express prohibition to allow third parties, directly or indirectly, through sub-grants, sub-licenses or other transactions with similar effects, to exploit or use in whole or in part, for any reason, the Database and the Rights.
- 2.4 The Rights granted through the license excludes all rights relating to the Archive Images. All rights and powers not specifically and expressly granted to Licensee with this License Agreement, are also excluded from the Rights, which exploitation is restricted in all respects to Lega Calcio Serie A, the organizers of the Events and their successors and assigns.

Section 3. Images of the Events

- 3.1 Lega Calcio Serie A guarantees the supply of the Images of the Events by way of technical procedures to be communicated through a specific Informative Memo published on the website of Lega Calcio Serie A before the beginning of each Sport Season. In any case, Licensee shall bear the burden of adopting appropriate technical equipment for the reception of the Images made available by Lega Calcio Serie A and secure any service or performance subsequent to that supply such as, but not limited to, any transcoding in other formats, editing, post-production and transmission of the Images to the Users.
- 3.2 No Licensee's cameras are allowed at the sports venue for filming the Events. Licensee is in any case required to use only the Images provided by Lega Calcio Serie A.

Section 4. Consideration and Methods of Payment

- 4.1 In consideration for the licensing of the Rights, Licensee shall pay to Lega Calcio Serie A the following amount:
- (i) for the 2013/2014 Sport Season: € 50.000 (fifty-thousand) plus VAT;
 - (ii) for the 2014/2015 Sport Season: € 50.000 (fifty-thousand) plus VAT.
- 4.2 The above consideration, inclusive of technical costs, must be paid by Licensee, in each Sport Season, in 2 semi-annual instalments due, respectively, on July 1st and January 1st of each Sport Season.
- 4.3 Licensee's payments shall have a discharging effect only if made by wire transfer, on the due dates, to the bank account of Lega Nazionale Professionisti Serie A, IBAN IT 49 B 03239 01600 100000010221, or a different bank account notified in writing by Lega Calcio Serie A. The transfer receipt shall be the payment acquittance.
- 4.4 Any delay whatsoever in the payment of the relevant fee shall result, without the need for notice, in the accrual of interest in favour of Lega Calcio Serie A, to be calculated in a measure equal to the Official Referenced Rate of the Bank of Italy on the basis of the REPO-BCE (European Bank Community Policies Yield Rate) in force in the period relative to such non-fulfilment, plus 3 percentage points. In any case, without prejudice to the agreement on the rate not exceeding the limits set forth by law no. 108/96.
- 4.5 Licensee acknowledges and agrees to waive any claim or objection, which Licensee may raise for any reason, in order to suspend or delay the payment of the amounts due to Lega Calcio Serie A, even in case of litigation. Payments may not be in any way reduced or otherwise modified in case Licensee is unable to exploit some of the rights for any reason other than a breach by Lega Calcio Serie A. Should Licensee, for any reason, suspend or delay the payments due or reduce or modify the amounts, Lega Calcio Serie A shall be entitled to suspend the performance of this License Agreement, even outside the cases provided for in Articles 1453 and following of the Civil Code, and without prejudice to the right of Lega Calcio Serie A to resort to any other remedy provided by this License Agreement or by law.

Section 5. Licensee's Rights and Obligations

- 5.1 Lega Calcio Serie A licences to Licensee, on a non-exclusive basis, the sole Audiovisual Rights relating to the Scouting Database services, which Licensee may use in the licensed territory only in the context of the Scouting Database service directly managed by it, and subject to all the terms and conditions of this License Agreement.
- 5.2 Lega Calcio Serie A grants to Licensee freedom to set-up its service, as long as the Images are used solely in relation to the Scouting Database and in accordance with the image, prestige and identity of Lega Calcio Serie A and the Clubs.
- 5.3 Licensee is obliged in all cases to exploit the Audiovisual Rights and the other rights licensed, in strict compliance with this License Agreement as well as with:
- (a) the rights to the Events and the Championship acquired from other licensees of exclusive packages, as identified in the relevant invitations to offer;
 - (b) the Guidelines, the Media Production Regulations, the Editorial Guidelines and all other regulations or notices issued by Lega Calcio Serie A;
 - (c) legislation and any other binding and enforceable administrative and sport regulation, including the Media and Sport Code, which is a Regulation containing rules concerning the relations between the clubs and the media, and all the provisions aimed at suppressing unsportsmanlike conduct related to the world of gaming and betting, as well as additional regulations and decisions of any kind issued by national governing sports entities (Lega Calcio Serie A, FIGC, CONI) and/or international governing sports entities (UEFA and FIFA). Pursuant to article 11, paragraph 6, of Legislative Decree no. 9/08, Licensee is forbidden from sublicensing to third parties or to anyhow allow the exploitation of the Rights, and Licensee is obliged to impose to the end-users of the Scouting Database the ban on the use of Images of the Events for the purpose of carrying out, even indirectly, activities other than the mere viewing of the Images;
 - (d) reasonable instructions that the organizer of the Championship reserves the right to issue, in the exercise of such function, in order to safeguard the safety of the sports venues, the proper carrying out of the Championship, the rights of other lawful successors and assigns, as well as in the interests of the Users.
- 5.4 Licensee undertakes:
- (a) to exploit the Rights and transmit the Database in strict compliance with the limitations and procedures set forth in this License Agreement. Licensee acknowledges that such limitations and procedures are binding and therefore unmodifiable, neither by virtue of alleged practices nor by way of interpretation, and that any changes will have to be evidenced in writing and signed by Lega Calcio Serie A.
 - (b) since the Rights may be exploited solely through paid services, to
 - ensure that the coding systems of the signal distributed to the Users have a high level of security and inviolability so to effectively allow access to the Images only upon the prior permission to each of the Users;

- introduce and promote the service only as a paid service;
 - ensure that, in order to have access to the Images of the Events, the Users are required to pay a fee compliant and in line with the values adopted by the market for similar services;
- (c) not to take any action that may prejudice the exploitation of the Rights granted by third parties;
- (d) to exercise the Rights without affecting in any way the image of Lega Calcio Serie A, the Clubs, and football in general;
- (e) to acknowledge that, in accordance with the applicable regulations, and in particular article 4, paragraph 6, of Legislative Decree no. 9 of January 9, 2008, Licensee does not have any right to the Images and the fixations of images related to the Events. In this context, Licensee expressly waives the right to raise any claim of any kind on such Images and fixations and acknowledges that, except as when strictly necessary for the performance of the license and within the limitations set forth in it, Licensee has not and will not claim any right, whether immaterial or material, to the Images and the fixations of any Image of the Events, which may be marketed solely by Lega Calcio Serie A and by the Clubs, up to the extent of their powers. Licensee acknowledges that the license fee has been determined taking into account the assignment of the aforesaid rights and delivery costs;
- (f) not to allow any third party, through sub-grants, sub-license or other transactions with similar effects, to exploit in whole or in part, in any way, the Events and the Database containing the Images related to the Events.

Section 6. Term and Early Termination of the License

- 6.1 This License Agreement covers the Events of the Sport Seasons set forth in paragraph 2.1 above, and its Term corresponds to such Sport Seasons, with a mandatory fixed term set for June 30, 2015.
- 6.2 Without prejudice to the provisions set forth in article 1454 of the Civil Code, Lega Calcio Serie A shall have the right to terminate this License Agreement, at any time, pursuant to article 1456 of the Civil Code, by written notice to Licensee in case of Licensee's default of any of the provisions contained in the following clauses: 2.3, 4.4, 4.5, 5.3 and 5.4. In case of termination, Lega Calcio Serie A shall be entitled to liquidated damages, without prejudice to any further damages, in the amount corresponding to the loss of profit suffered by Lega Calcio Serie A, meaning the amount equal to the difference between the total expected fees payable by Licensee on the basis of this License Agreement during its Term and the amounts that Lega Calcio Serie A collected from Licensee up to the termination of contract.
- 6.3 Licensee hereby expressly declares to indemnify from now on and hold Lega Calcio Serie A, the Clubs and their successors and assigns, harmless against any claim brought by anyone, arising from its failure to comply with the provisions set forth in this License Agreement.
- 6.4 At the term or early termination or expiration, for any reason whatsoever, of this License Agreement, any and all rights granted to Licensee shall return to be fully available to Lega Calcio Serie A and the Clubs. As a result, any and all subsequent exploitations by Licensee, are forbidden.

Section 7. Miscellaneous Provisions

- 7.1 Any communication relating to this license shall be in force and effect only when made by registered letter, return receipt requested, and/or by similar means, and addressed to the domicile of the recipient. In case of urgency, the communication may be made via fax and/or e-mail to the following address: Lega Nazionale Professionisti Serie A: to the attention of the General Manager, fax 02.69 01 00 91, e-mail: segreteria@lega-calcio.it - Licensee: to the attention of [__], fax: [__]; e-mail: [__].
- 7.2 Licensee authorises Lega Calcio Serie A to assign the License Agreement to any other association or entity in the event that such association or entity takes control of the marketing of the Rights at any time and for any reason, and is recognized by the Italian football system in the forms contained therein, provided that such assignee guarantees to Licensee the continuation of their relationship at the same terms and conditions of this License Agreement. The assignment shall become effective upon Licensee's receipt of a written notice from Lega Calcio Serie A, signed by the assignee confirming its obligation to comply with the terms and conditions of this License Agreement. When completed in the aforesaid manners, the assignment shall discharge Lega Calcio Serie A from its obligations towards Licensee.
- 7.3 For the purposes hereof, should the Championship adopt a different name during the Term, this License Agreement shall not be affected, nor Lega Calcio Serie A shall be prohibited to name the Championship differently.
- 7.4 The failure by any party to insist upon strict performance of any covenant or condition of this License Agreement, in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant or condition in the future, but the same shall be and remain in full force and effect.
- 7.5 In case of voidness or voidability of any of the provisions contained in this License Agreement, the parties undertake to negotiate in good faith the substitution of the void or voidable clause with the objective of reaching results similar to those pursued in the void or voidable clause and to preserve the economic substance of this License Agreement.
- 7.6 This License Agreement shall be governed by, and construed in accordance with, the laws of Italy, and any dispute shall be subject to the exclusive jurisdiction of the courts of Milan. Such exclusive jurisdiction shall remain vested and unaffected, also in case of consolidation of actions, even after the Term.
- 7.7 The processing of personal data communicated by interested parties shall be conducted in accordance with the provisions of Legislative Decree no. 196 of June 30, 2003, with a warranty of confidentiality and full protection of the rights of the bidders. The officers and consultants of Lega Calcio Serie A involved in the procedures for managing licenses, shall be responsible for the processing, up to the extent of their authority. The holder of the processing is Lega Calcio Serie A in the person of its legal representative, in respect of which the interested party may rely on the rights set forth in article 7 of Legislative Decree no. 196 of June 30, 2003.

Read, approved and executed on the date of _____ .

Lega Nazionale Professionisti Serie A

Licensee

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, Licensee acknowledges that you have evaluated and explicitly approved the clauses set forth in paragraphs: 4.4 (interests); 4.5 (waiver of objections - prohibition to reduce the consideration); 5.1, 5.2, 5.3 and 5.4 (limitations to the rights granted and to the obligations of Licensee), 6.2 (termination clause); 6.3 (indemnification of Licensee); 7.6 (exclusive jurisdiction).

Licensee