

LICENSE AGREEMENT

This license agreement (“**Agreement**”) is made on this Day [electronically inserted]

BY AND BETWEEN

<p>1. PARTIES</p>	<p>[], [a company incorporated under the provisions of the Companies Act, 1956 OR a partnership firm registered under the Indian Partnership Act, 1932 OR a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 OR a sole proprietary firm] and having its office at its registered address according to PAN card (hereinafter referred to as “Licensor” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include [its successors and assigns OR all the partners of the partnership firm, successors and assigns OR its successors and assigns OR the proprietor’s heirs, executors, administrators, successors and assigns]) of the FIRST PART;</p> <p style="text-align: center;">AND</p> <p>BOXOFFIC TECHNOLOGIES PRIVATE LIMITED, [a company incorporated under the provisions of the Companies Act, 1956] and having its office at D-10/2 Okhla Phase 2, New Delhi (hereinafter referred to as the “Licensee” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.</p> <p>The Licensor and the Licensee are hereinafter individually referred to as a “Party” and collectively referred to as “Parties”.</p>
<p>2. GRANT OF LICENSE</p>	<p>2.1 The Licensor, declaring itself as the true, legal, absolute and beneficial right holder of all rights, title and interest in and to the Content, including without limitation the Licensed Rights, the Licensor with full title guarantee hereby exclusively, irrevocably and unconditionally licenses to the Licensee solely and absolutely on and from the effective date all Licensed Rights in and to the Content specifically for the Territory and for the Term and in all languages in each country and area and space throughout the universe without any further act on the part of either Party, together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Licensed Rights, during the Term.</p> <p>For the purpose hereof, (i) “Content” collectively, shall mean audiovisual content including videos, audio (for example music and other sounds), graphics, photos, audio, video, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), software, metrics, and other materials. For abundant clarity, Content is the responsibility of the person or entity that provides it to the Platform; (ii) “Delivery Materials” shall mean and include all such materials in relation to the Content including but not limited to Content, metadata, promotional material as are required by the Licensee and/or its sub-licensees for the exercise and exploitation of the Licensed Rights, from time to time which shall be delivered to the Licensee immediately on execution of this Agreement (“Delivery Date”); (iii) “Licensed Rights” means and includes all rights for the Licensee to make available, distribute, exhibit, promote, exploit the Content through streaming of the Content through internet on any platform in response to the request of an end-user, accessible through any end device of content consumption as permitted by the Licensee, for online consumption, through any modes, media and formats as permitted by the Licensee throughout the Territory for the Term, including through Advertisement Video on Demand, Free Video on Demand and/or Transaction Video on Demand and any hybrid of the foregoing; including by way of transmission and distribution, which enables the distribution, communication, playback by the viewer, using video on-demand means of Ad supported VOD, Transactional VOD, streaming by the viewer, on social media platforms, for making available the Content to the viewer for viewing on the platform via the worldwide computer network integrated through the use of the TCP/IP protocol known as the “Internet/Net” and/or any other Internet system or combination thereof that employs the TCP/IP protocol including, without limitation, any Internet broadband, Internet OTT, any Internet mobile telecommunications technology which is or may be used with radio frequency spectrum (including without limitation GPRS, GSM, 2G, 3G, LTE, etc.) or other Internet technology known now or invented at a future date as may be permissible under law from time to time during the Term, which Internet system enables reception and display on Internet connected viewing devices, computers, mobile devices via any platform applications, for e.g. ipad, iphone, game consoles, mobile phones and suitably enabled Internet connected televisions and viewing of the Content on Internet enabled viewing devices by the Licensee and/or its sub-licensee; (iv) “Term” shall mean time on HalliV; and (v) “Territory” shall mean world, including India.</p> <p>2.2 The Parties hereby acknowledge and agree that the Delivery Materials, including the Licensed Rights, hereunder granted by the Licensor to the Licensee shall be deemed to mean and include the following:</p>

	<p>(a) the right to cut, alter, modify or edit the Content, including but not limited to for the purpose of complying with censorship or legal requirements, including any broadcasting regulations, and for insertion of advertisements and promos and/or for including advertisements of third parties, including by way of banners, mid rolls, pre-rolls, post rolls or by any other manner and/ or at the sole discretion of the Licensee in the manner it deems fit;</p> <p>(b) the right to promote, market and advertise the exhibition of the Content on any platform, including in any manner and through any mode, medium, format or platform, including social media platforms, throughout the Territory, including through advertisements, banners, posters, clips, videos, sound recordings and all other means;</p> <p>(c) the right to create any promotional material including but not limited to audio or audio-visual clips, promos, highlights, trailers, teasers, posters or other promotional material of any Content, for the purpose of advertising and promoting the exhibition of such Content on any and all platforms, and the right to exploit and exhibition such promotional materials through any modes, mediums, formats or platforms;</p> <p>(d) the right to use the Licensor's trademark, tradename, brand, logo on the Content and any marketing material, in connection with the exercise of the Licensed Rights;</p> <p>(e) the right to edit, cut, modify, amend or fade the credits for the Content or any copyright notice attached thereto for any reason whatsoever;</p> <p>(f) the absolute, complete and unrestricted right/power to use:</p> <p>(i) footage of the Content, songs of the Content and promotional material of the Content for unrestricted duration and for any promotional purpose on any/all media but not limited to television, print, radio, theatres, internet, mobile etc.;</p> <p>(ii) non-songs-footage of the said Content for purpose of promotion of the Content on any/all media but not limited to television, print, radio, theatres, internet, mobile etc.;</p> <p>(iii) images/clips, posters, thumbnails, etc., of the Content for promotions of the Content on any/all media but not limited to television, print, radio, theatres, internet, mobile etc.;</p> <p>(iv) right to use and/ or create metadata based on the Content or any part thereof on any mode, media, platform for use in relation to the Content with the specific understanding that the Licensee shall exclusively, solely and absolutely own any rights in and to the metadata created by the Licensee from the exploitation of the Licensed Rights; and</p> <p>(v) right to dub/subtitle, create audio descriptions and/or prepare closed caption version of the Content in any and all languages of the world including Indian languages.</p> <p>2.3 Without limitation to the foregoing, the Licensor and the Licensee are aware and hereby acknowledge that new rights in and to the Licensed Rights may come into being and/or be recognized in the future, under law and/or in equity (hereafter the "New Exploitation Rights"), and the Licensor intends to and does hereby grant license to the Licensee and/or its sub-licensees any and all such New Exploitation Rights in and to the Licensed Rights throughout the Territory and for the Term. The Licensor and the Licensee are also aware and do hereby acknowledge that new (and/or changed) (a) technology, (b) uses, (c) media, (d) formats, (e) modes of transmission and (f) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Licensed Rights. The Licensor intends to and does hereby exclusively and irrevocably grant license to the Licensee any and all rights to such New Exploitation Methods with respect to the Licensed Rights throughout the world for the Term.</p> <p>2.4 The Licensor hereby grants exclusively, irrevocably and unconditionally to the Licensee and/or its sub-licensees all consents which may be required pursuant to any act, law or regulation now or in the future in force in any part of the universe, to enable Licensee to make the fullest use and the widest possible exploitation of the Licensed Rights as contemplated herein. The Licensor hereby agrees to do any and all acts and execute any and all documents, in such manner and at such location as the Licensee may, in its sole discretion, require in its interest to protect, perfect, confirm or enforce the existence of the preceding and to effectuate its purpose to convey such rights to the Licensee and/or its sub-licensees, including without</p>
--	---

	<p>limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods, without seeking any money or any other consideration therefore and the Licensor hereby acknowledges and agrees that the Revenue Share of the Licensor payable to the Licensor hereunder by the Licensee includes adequate and equitable consideration for providing such consents, doing such acts and executing such documents.</p> <p>2.5 In the event the Licensor has any rights or interest in and to the Delivery Materials including the Licensed Rights, that cannot be licensed to the Licensee as provided above and cannot be so waived, the Licensor hereby grants to the Licensee an exclusive, worldwide, irrevocable, royalty-free license during the term of such rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense such rights in and to the Delivery Materials including without limitation, the right to use in any way whatsoever the Delivery Material and the underlying work. To the extent any of the foregoing is ineffective under applicable laws, the Licensor hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Licensor shall confirm any such ratifications and consents from time to time as requested by the Licensee. It is agreed that if the Licensor shall fail within 7 (seven) days of request from the Licensee to do the requested acts and execute the relevant documents, the Licensor hereby appoints the Licensee to be its attorney to do any act or thing and/or execute any such instrument, and generally to use its name, for the purpose of giving the Licensee the benefit of this Agreement. This power of attorney is irrevocable as long as any of the Licensor's obligations under this Agreement remain undischarged. The Licensor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this Clause 2.</p> <p>2.6 The Licensor hereby further acknowledges and agrees that, notwithstanding the provisions of the Copyright Act, 1957 (including sections 19(4) and 30A of the said Copyright Act, 1957), all licenses granted or to be procured under the Agreement in favour of the Licensee shall not lapse or revert to the Licensor due to non-use by the Licensee of the same for a period of 1 (one) year or more or for any other reason.</p> <p>2.7 The Parties agree that the rights of the Licensee stated in this Agreement, including the Licensed Rights stated in this Clause, are unconditional, irrevocable, absolute, exclusive, sub-licenseable and shall subsist for the entire Territory and for the entire Term, as now understood or hereafter discovered.</p> <p>2.8 Licensee shall have the right to collect and retain all revenues generated from the exploitation of Licensed Rights throughout the Territory and during the Term of this Agreement.</p>
<p>3. REVENUE SHARE OF THE LICENSOR</p>	<p>3.1 Revenue Share</p> <p>a. Subject to the terms and conditions of this Agreement and in consideration of the Licensed Rights granted hereunder to the Licensee by the Licensor provided the Licensor is not in breach of this Agreement, Licensee have agreed to pay to the Licensor an all-inclusive amount equivalent to 80% (eighty percent) of Revenues (<i>defined below</i>) from the exercise of the Licensed Rights ("Revenue Share of the Licensor") and such Revenue Share of the Licensor shall be paid by Licensee to Licensor on a regular basis and subject to actual receipt by Licensee of Revenue Share of the Licensor.</p> <p>For the purpose of this Agreement, "Revenues" shall mean the revenues actually received by Licensee arising from the exploitation of the Licensed Rights in and to the Content throughout the Territory and during the Term, after deduction of the following indicative costs and expenses such as aggregate participations in net profits payable to the government agencies, requisite third party expenses (if any), deductions in respect of all applicable taxes including but not limited to goods and services tax (GST) or any other statutory deductions and all other direct or indirect expenses (including any cost of capital or any interest), legal costs (if any), stamp duty payable on all Licensed Rights related agreements including exploitation related agreements, including this Agreement, royalties paid to the authors and performers in accordance with the Copyright Act, 1957, payment gateway charges/commissions/ fees, and offsets (if any) and all other actual expenses incurred, directly or indirectly in connection with the print, marketing, publicity, distribution and exploitation (if applicable) of the said Content in the Territory during the Term. For clarity, the Licensor shall receive Revenues specifically limited to the commercial exploitation of undisputed Content (legal/ monetary or otherwise). Without prejudice to any rights available to the Licensee under law, in the event of any claims including third party claims in connection with the Licensed Rights in and to any and/ or all of the audiovisuals comprising in the Content, the Licensee shall not be obligated to make payments of the Revenue Share of the Licensor to the</p>

	<p>Licensors for such Content and such obligation of the Licensee shall be deemed suspended until such claim(s) is resolved in its entirety.</p> <p>b. Further, it is clarified that the payment of all amounts to the Licensor shall at all times be subject to the receipt and acceptance (in writing) by the Licensee of a valid and appropriate invoice (digital invoices allowed) from the Licensor.</p>
<p>4. RIGHTS AND OBLIGATIONS</p>	<p>4.1 All payments due and payable to the cast and crew of the Content have been made under valid, subsisting and binding agreements and all rights, title and interest in and to the services and product of services of such cast and crew have been unconditionally, irrevocably, solely, exclusively and absolutely been procured pursuant to which the Licensor owns and controls all rights, title and interest in and to the Content, including without limitation the Licensed Rights, free from any and all claims, demands, encumbrance, liens, charge or other security interest exercisable by any such cast and crew or any third party, without limitation any claim or demand for violation of moral rights.</p> <p>4.2 The Licensor shall furnish original copies of the relevant Link Documents in relation to the Content, if applicable, and shall deliver such clarifications and documents as may be required by the Licensee and shall ensure that the Link Documents remain in full force and effect and none of the terms or conditions thereof have been or shall be amended, varied or waived in any manner whatsoever, whether by course of conduct or otherwise.</p> <p>For the purpose of this Agreement, “Link Documents” shall mean the agreements/documents between the Licensor and/or any third party, and all such documents which in any manner impact the title of the Licensed Rights granted under this Agreement, including agreements which may be executed post the execution of this Agreement, and includes without limitation the CBFC certificate issued by the Central Board of Content Certification in India and all agreements or other documents that relate to the ownership or license of the Licensed Rights in respect of the Content prior to being transferred to the Licensor or as may be required by the Licensee from time to time.</p> <p>4.3 The Licensor will provide all synchronization and performance licenses or assignments necessary for inclusion of all music in the Content and distribution and exploitation of the Content throughout the Territory and shall deliver the Content free and clear of all recording synchronization, mechanical dubbing, re-dubbing, subtitling and/or distribution royalties or third party liabilities and any other payments whatsoever which may be required to be met in whole or in part for or with respect to the Content. Such licenses and/or assignments shall not require the payment of any sums by the Licensee in addition to the amounts payable in terms hereof.</p> <p>4.4 The Licensor has paid and or shall pay all the taxes, excise, octroi and other levies promptly to the concerned statutory authorities, with respect to the delivery of the Content.</p> <p>4.5 The Licensor shall deliver all advertising, marketing, publicity and promotional materials for the Content to the Licensee, as may be required by the Licensee from time to time.</p> <p>4.6 The Licensor acknowledges that time is of the essence with respect to delivery of the Delivery Materials, therefore the Licensor hereby undertakes to deliver to the Licensee the Delivery Materials on or before the Delivery Date. The Licensor shall notify the Licensee in writing as to the date of completion of delivery (“Delivery Notice”) on or before the Delivery Date. After receipt by the Licensee of the applicable Delivery Notice, the Licensee shall notify the Licensor to the extent that any such materials or items are incomplete or fail to meet specified requirements for delivery. If the Licensee notifies the Licensor of an objection to delivery (“Objection Notice”), the Licensor shall thereafter have 5 (five) days or such number of days as mentioned in the Objection Notice (“Cure Period”) to correct all such deficiencies by making delivery to the Licensee of all the required materials and items specified in the Objection Notice at the Licensor’s sole cost (“Complete Delivery”). Under no circumstances shall the Licensor be relieved of the obligation to make Complete Delivery, nor shall the Licensee be deemed to have waived any of said delivery requirements. The cost of any delivery item which is supplied by the Licensee by reason of the Licensor’s failure to make delivery shall be deducted/ adjusted from the amounts payable to the Licensor under this Agreement and such deduction or retention from such amounts shall not be deemed a breach of this Agreement by the Licensee, which shall be without prejudice to the rights of the Licensee hereunder and/or under law or in equity. The Licensor further undertakes hereby to keep the Licensee indemnified for all costs and expenses incurred by the Licensee in the creation of the Delivery Materials and/or any replacement thereof. The foregoing shall be without prejudice to the rights and remedies of the Licensee to demand payment of such costs expended and/or incurred by the Licensee in creation or production of the Delivery Materials or any replacement thereof, and the Licensor shall be obligated to make payment of such amounts to the Licensee no later than sixty (60) days of such demand.</p>

	<p>4.7 During the Term, if any claim by any third party is made which would or could affect the right of the Licensee to exploit the Licensed Rights in any territory/territories forming part of the Territory, then without prejudice to any other right or remedy of the Licensee under this Agreement or under law or in equity, the Licensee shall be entitled to proportionately reduce the amounts payable to the Licensor allocated to such territory/territories forming part of the Territory and such reduction and consequent payment of such reduced amounts of the Licensor by the Licensee shall not be deemed a breach of this Agreement by the Licensee.</p> <p>4.8 The Licensor hereby agrees that it shall execute all such agreements, documents and writing, and perform all such acts, as may be necessary or required in order to perfect the Licensee's rights in or title to the Content, as may be required by the Licensee in its sole discretion.</p> <p>4.9 The Licensee shall be entitled to, without any obligation, advertise, publicize and promote the Content, including distribution and exploitation of the Licensed Rights, on all modes, mediums, formats and platforms (whether existing now or discovered/invented in the future) throughout the Territory as it deems fit.</p> <p>4.10 It is agreed between the Parties that the Licensee shall solely be entitled to negotiate and enter into deals, agreements and other understanding in respect of exploitation and exercise of any and all of the Licensed Rights in the Territory, which shall be binding on the Parties.</p> <p>4.11 The Licensee shall have the clipping right, including right to make alterations, edits, modifications and cuts to any of the Content, including as may be required for exhibition on any mode, medium, format or platform, exhibition requirements (including without limitation, time and length requirements thereof) and as necessary for legal or censorship or regulatory reasons.</p> <p>4.12 The Licensee shall have the right to create and use metadata, including but not limited to various demographics of the users, statistics, Content viewership, etc., based on the Content and any such metadata created by the Licensee from the exploitation of the Licensed Rights shall be solely, exclusively, irrevocably and absolutely owned by the Licensee at all times.</p> <p>4.13 The Licensee shall have the right to engage in any cross-marketing, cross-promotion, cross-merchandising, joint advertising, joint marketing, Commercial Tie-in and Promotional Rights arrangements, product placement or joint distribution activities (collectively "Cross-Promotional Campaigns") in connection with any element of the Content and any other motion picture cinematograph film or work or product owned or distributed by the Licensee or by any third party.</p> <p>4.14 The right to use the Content (including all its underlying work separately) and names, photographs, likenesses, biographies and voices of the director, musicians, writers, composers, authors, all members of the cast and all other persons rendering services in connection with the Content in advertising and publicizing the Content in all media and by all means in any form now known or hereafter devised, including by means of commercial tie-ins and in exploiting, advertising and publicizing any ancillary rights and related rights to the Content pursuant to this Agreement.</p> <p>4.15 The Licensee agrees that the royalties payable to owners, authors or performers of the underlying works or performances for utilization and /or communication /broadcast or other exploitation of the underlying works and performances forming part of the Content pursuant to the terms of this Agreement as mandated under the Copyright Act, 1957 (including any amendments or rules thereto) or any other applicable law or pursuant to a contractual arrangement shall be paid by the Licensor without any reference to the Licensee. Further, Licensor agrees and undertakes to and does hereby waive off its right to collect and demand any royalty payable to the Licensor for its extent of share of royalty, if any and if applicable by operation of law, in capacity of being the owner/authorized right holder of the Content and the underlying works and performances (including literary and musical works) in each instance payable for the utilization and/or broadcast/communication to the public or other exploitation of the Content and underlying works (including literary and musical works) and performances forming part of the Content, by the Licensee or its Licensees or licensees during the subsistence of this Agreement.</p>
<p>5. REPRESENTATION, WARRANTY AND INDEMNITY</p>	<p>5.1 Each Party represents and warrants to the other as that it is competent and free to enter into this Agreement and is not under any disability, restriction, or prohibition, contractual or otherwise, which might prevent them from effectuating any terms of this Agreement.</p> <p>5.2 Licensor represent, warrant and undertake to the Licensee:</p> <p>a. that it is legally competent to enter into and has the full right, power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and that this</p>

	<p>Agreement constitutes valid and legally binding obligations on it, enforceable against it in accordance with terms contained thereof;</p> <p>b. that it is the sole, exclusive and unencumbered owner of all rights, title and interest, including intellectual property rights in the Content and the underlying works, including script, screenplay, dialogues and music of the Content and the Licensor is unaware of any infringement, or likely infringement of, any of the said rights, including the Licensed Rights;</p> <p>c. that no litigation, arbitration, or administrative proceedings are threatened, pending, which call into question the validity or performance of its obligations under this Agreement;</p> <p>d. that it has complied with all applicable laws, regulations, directives, policies, guidelines and codes of conduct in relation to the production, completion and delivery of the Content;</p> <p>e. that nothing contained in the Content is obscene or libelous or defamatory or derogatory to any religion or belief, contrary to public policy, or capable of stirring communal discontent/disharmony or infringe the copyright, right of privacy, right of publicity, moral right, performers' right, performers' property right or any other right whatsoever of any person, including any right under common law or statutory rights of any kind including any broadcasting regulations;</p> <p>f. that the Content and the Delivery Materials will be provided and delivered as diligently and expeditiously as possible in accordance with the specifications required by the Licensee on or before the Delivery Date;</p> <p>g. that the material used by the Licensor for the Content are in first class condition and of first class technical quality suitable for suitable for broadcast on commercial television and for the manufacture of videograms;</p> <p>h. that all Delivery Materials provided by the Licensor shall comply with all contractual credit and other obligations whatsoever to third parties connected with it and that Licensee shall in no event be liable for any failure on the part of the Licensor to comply with such credit and/or other obligations whatsoever to such third parties</p> <p>i. that the Delivery Materials do not contain any restrictive covenant which may affect the exploitation of the Licensed Rights by the Licensee or its sub-licensees or performance of this Agreement by the Licensee or its sub-licensees, including any agreement which involves consideration measured in whole or in part by a share or percentage of profit or of other revenues earned from the Content or which involves any deferred payment or payment of any repeat fees, re-use fees or residuals, or any contingent compensation and that any such sums shall be solely payable by the Licensor without any recourse to the Licensee;</p> <p>j. that the Licensee shall have the right to further sub-license, license, sell or otherwise dispose off the Licensed Rights to any third party, and that there are no restrictions and will not be any restrictions in the Link Documents curtailing/restricting the right of the Licensee to sub-license, license, or otherwise dispose off the Licensed Rights stipulated herein;</p> <p>k. that there are no and will not be any restrictions in the Link Documents requiring the Licensee to exploit or authorise the exploitation of the Licensed Rights only through specific formats/ platforms/ mediums;</p> <p>l. that the execution, delivery and performance of its obligations under this Agreement does not and will not require obtaining/ making of any approval, or the giving of any notice to, any court or any other person whatsoever;</p> <p>m. that none of the Licensed Rights under and in relation to the Delivery Materials have been encumbered, sold or assigned by it to any other person and that it has not released, waived, granted relief or diluted in any manner whatsoever any of its Licensed Rights under or in relation to any Delivery Materials;</p> <p>n. that the Licensor shall defend, and pay any judgment or settlement of, any claims or actions asserted by any third party against any of the Content or the Licensor or the Licensee arising out of or in connection with breach of contract in connection with the Content or alleging infringement of copyright, publicity rights or other intellectual property rights in the Content or any part thereof, claims or actions relating in whole or part to distribution or exploitation of the Content;</p> <p>o. that the Licensor shall reasonably co-operate with the Licensee in any legal proceedings that may be necessary or incidental to the enforcement of the Licensed Rights under and in relation to or its title to the Delivery Materials and will co-operate in any proceedings with the Licensee through courts or otherwise;</p>
--	---

	<p>p. that the Licensor shall make available to the Licensee, on request, all evidence (under the control and possession of the Licensor) required by the Licensee in any proceedings and render all assistance as the Licensee may require in this regard;</p> <p>q. The license of the Licensed Rights herein does not and will not:</p> <p>a) breach or result in a default of any agreement entered into by it or of any contract, agreement, instrument or document to which it is a party or by which it is bound, including the Content and their underlying work; and</p> <p>b) breach or otherwise violate any order, writ, judgment, injunction or decree issued by any governmental official or entity or violate any law, rule, regulation, ordinance or code of any governmental entity applicable to it;</p> <p>r. that the Licensor has not and shall not raise or incur any debt of any nature whatsoever, or has created or shall create any lien, or mortgage on the Licensed Rights; and</p> <p>s. the Licensor confirms that the Licensee has not done an independent verification or due diligence in respect of any of the agreements entered into by or between the Licensor and any third parties with respect to the Content, including the Link Documents. The Licensor hereby specifically acknowledges, agrees and confirms that the Licensee is solely relying on the specific representations and warranties of the Licensor as contained in this Agreement to acquire the said Licensed Rights in and to the Content from the Licensor and that the Licensee is not required to conduct and has not conducted or undertaken any independent investigation or due diligence in relation to the Content and/or the said Licensed Rights, and any knowledge of the Licensee of the same, whether actual, constructive or imputed, shall not in any manner affect or limit the right to indemnification by the Licensor in favour of the Licensor, or other remedies with respect to the accuracy, or inaccuracy of or compliance or non-compliance with, any representation, warranty, covenant, obligation or arrangement made by the Licensor under this Agreement. The Licensor shall not be entitled to invoke the Licensee's knowledge (actual, constructive or imputed) of a fact or circumstance that might make a representation or warranty untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of any of the Licensor's representations, warranties and covenants. Further, in the event of any claim from any third party with respect to the Content and/or the said Licensed Rights the same shall solely be defended, settled and/or disposed off by the Licensor at its sole cost and expense and without in any way jeopardizing the said Licensed Rights acquired by the Assignee hereunder. Without prejudice to the foregoing, the Licensee may at its option and discretion, take such action on behalf of itself and/ or as attorney for the Licensor to defend, settle or otherwise dispose off such claim, in which case the Licensor shall, promptly reimburse the Licensee for any and all costs and penalties incurred by the Licensee in relation thereof, which shall be without prejudice to the rights of the Licensee to adjust/deduct the amounts equivalent to such costs and penalties against any sums payable to the Licensor hereunder and such adjustment/deduction shall not be construed a breach of this Agreement by the Licensee.</p> <p>t. In no event shall the Licensee be liable to the Licensor for failure to display, distribute, market, advertise the Content or any part thereof on any and all platforms including but not limited to the platform of the Licensee for any reason including but not limited to technical and operational glitches and/ or at the sole discretion of the Licensee and the Licensor shall have no claims (monetary or otherwise) against the Licensee for the aforesaid.</p> <p>5.3 The Licensor agrees and undertakes that it shall maintain absolute confidentiality regarding the terms of this Agreement and shall not permit its respective subsidiaries, affiliates, officers, directors, partners, employees or representatives to, disclose any confidential information contained in this Agreement or otherwise to any third party without obtaining prior written consent of the Licensee in each instance.</p> <p>5.4 The Licensor shall indemnify the Licensee against all liabilities, costs, expenses, damages or losses suffered or incurred by the Licensee (including its licensees and sub-licensees) arising out of or in connection with the Licensee's exercise of the rights in and to the Delivery Materials and/or the Content, including the Licensed Rights, granted under this Agreement or any breach by the Licensor of any covenant, agreement, representation or warranty made in this Agreement.</p>
<p>6. TERMINATION</p>	<p>6.1 Without prejudice to the rights and remedies of the Licensee as otherwise set out in this Agreement, any of the following occurrences shall constitute a material breach of this Agreement by the Licensor, and at any time after the occurrence thereof, the Licensee shall have the right to terminate this Agreement:</p>

	<p>6.1.1 The Licensor fails, refuses or neglects to deliver or delays the delivery of the Delivery Materials or part thereof to the Licensee and fails to remedy the same within 7 (seven) days of issuance of a written notice thereof from the Licensee.;</p> <p>6.1.2 The Licensee may terminate the Agreement with immediate effect if any infringement claims are raised against the Content and/or Licensed Rights or part thereof which prejudicially affects/restricts/prevents the Licensee, including its sub-licensees, from exercising the Licensed Rights licensed to the Licensee and if such claims are not resolved/vacated within a period of 7 (seven) days by the Licensor.</p> <p>6.2 In the event of termination of this Agreement for any reason, the Licensor shall forthwith and in any event not later than 7 (seven) days from the date of such termination refund all sums paid by the Licensee to the Licensor and any and all sums expended and/or incurred by the Licensee pursuant to this Agreement, until such date of such termination. Further, the Licensor shall also forthwith and in any event no later than 7 (seven) days from the date of such termination reimburse the Licensee for any and all costs and expenses incurred by the Licensee in relation to the Content and/ or Delivery Materials till the date of termination.</p> <p>6.3 The remedies of the Licensor in the circumstances of any breach and/or threatened breach or repudiation of this Agreement by the Licensee shall be limited to the Licensor's right to recover actual damages, if any, in an action at law. The Licensor shall not be entitled by reason of any breach or repudiation to rescind or terminate this Agreement or interfere, inhibit, enjoin or restrain the marketing, distribution or exploitation of the Licensed Rights.</p> <p>6.4 The Licensor acknowledges and agrees that the rights and remedies of the Licensee provided for in this Agreement are cumulative and no one of them shall be deemed to be exclusive of the others or of any rights or remedies allowed by law or available to the Licensee under law and/or in equity.</p>
<p>7. OTHER TERMS</p>	<p>7.1 The Parties acknowledge that this Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and shall supersede all previous agreements, communications, either oral or written, between the Parties with respect to the subject matter hereof.</p> <p>7.2 This Agreement shall not be assignable by the Licensor. The Licensee may sub-license this Agreement in whole or in part to any third party. The Licensee shall have the right, at its sole discretion, to assign, delegate, transfer or otherwise dispose of this Agreement, whether in whole or part, and any of its rights, benefits or obligations under this Agreement and/or this Agreement to any third party, at its sole discretion.</p> <p>7.3 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or an association of persons or confer on any Party any authority to bind the other Party or to contract in the name of the other Party or to incur any liability or obligation on behalf of the other Party or shall be deemed to be the agent of the other Party in any way.</p>
<p>8. GOVERNING LAW AND JURISDICTION</p>	<p>This Agreement shall, in all respects, be governed by and construed in accordance with the laws of India. The Parties agree that the courts in New Delhi shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Agreement.</p>