

Televisión Metropolitana, S.A. de C.V.
CANAL 22 3480 624

Atletas N°2 Edificio "Pedro Infante"
Col. Country Club C.P. 04220, México D.F.
5544-9022 *correo@canal22.org.mx

www.canal22.org.mx

Ciudad de México a 25 de junio de 2018
Ref.: DP/220/212/2018

Lic. Gabriela Yesenia Vázquez Martínez
Directora de Asuntos Jurídicos
Presente.

De conformidad con los procedimientos establecidos remito a usted tres ejemplares originales del contrato por derechos de exhibición con el número **I 5/5/2018** debidamente formalizado que se relaciona a continuación:

- Contrato número **I 5/5/2018**, por el uso de licencia de uso derechos no exclusivos de exhibición suscrito con la empresa **BOOMERANG TV**.

Cabe mencionar que esta contratación fue autorizada en la primera Sesión Ordinaria del Comité de Adquisiciones, Arrendamientos y Servicios de Canal 22, con sustento en el artículo 16 de la Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público.

Sin otro particular, reciba un cordial saludo.

ATENTAMENTE


LIC. ABEL ALEXIS FLORES SANHUEZA
DIRECTOR DE PROGRAMACIÓN

 TELEVISIÓN METROPOLITANA, S.A. DE C.V.
(CANAL 22)
DIRECCIÓN DE ADMINISTRACIÓN

27 JUN 2018

HORA: 11:28 am RECIBE

ANEXOS: Si Ha. Exigencia

C.c.p. Lic. Alfredo Marrón Santander. Subdirector General de Producción y Programación. - presente
C. Víctor Mancilla Escobar.- Director de Finanzas.- presente
Lic.- Alejandra Ayala Arroyo Directora de Administración. - presente.

3/2/2018



LICENSE AGREEMENT - C18956

BETWEEN: BOOMERANG TV, with headquarters located in C/ María Tubau 4, 4ª planta, oficinas 1 y 2, Madrid-28050, Spain, TAX ID ES A-82117193, represented by its Legal representative Juan José DÍAZ BRAVO,

hereinafter called "Licensor"

AND: TELEVISIÓN METROPOLITANA, S.A. DE C.V. / CANAL 22 - with headquarters located in Atletas 2, edificio Pedro Infante, Colonia Country Club, Delegación Coyoacán, CP 04220 Ciudad de México, México, VAT N° TME901116GZ8 , represented by its General Proxy , Mr José Alejandro VILLASEÑOR VALERIO.

hereinafter called "Licensee"

Licensor and Licensee are hereinafter referred to as « the Parties »

SPECIAL TERMS AND CONDITIONS

1. OBJECT OF THE AGREEMENT

Licensor grants to Licensee the right to exploit the following program(s) ("the Program(s)") according to the conditions agreed upon in this Special Terms and Conditions and the General Terms and Conditions hereinafter.

ENGLISH TITLE	PRODUCER	GENRE	DURATION
El Tiempo Entre Costuras	Boomerang TV / Antena 3	Series	17x45'

2. LICENSE PERIOD AND RUNS

- 2.1 License Period: 24 Months from License Start Date
- 2.2 License Start Date: 10/05/2018
- 2.3 License End Date: 09/05/2020
- 2.4 Number of Runs: 3 Run(s). (a Run is defined as follows: 1 telecast within a period of 24 hours)

This License Agreement shall terminate at the above mentioned License End Date or automatically after the broadcast of the last run, whichever is earlier. Licensee must keep Licensor informed of the broadcasting dates of the Program(s).

[Signature box]

This document is not intended to create or constitute any legally binding obligation between the parties hereto, and no party shall have any liability or obligation to another with respect to this document until a fully integrated definitive agreement is fully executed by all parties.

3. RIGHTS GRANTED

3.1 Media Rights granted

Licensee may exploit the Program(s) by means of the Rights specifically identified below, in the Language granted, for the Broadcaster and the Territory below mentioned, only. A right is licensed to Licensee only if the box is marked ("[X]"). It is agreed between the Parties that all rights of whatsoever kind and nature now or hereafter known which are not specifically granted to Licensee herein - including a right not marked ("[]") - are hereby expressly reserved to Licensor for its unrestricted use and disposition, in particular regarding any other dubbed or subtitled version.



Free Analogue Terrestrial TV	
<input checked="" type="checkbox"/>	Exclusive
<input type="checkbox"/>	Non-Exclusive

Catch-up

Catch-up TV rights are granted on a non-exclusive basis. They are only linked to the first transmission of the Program(s) and are available during 7 (Seven) days only, free of charge for the viewer and on an on-demand basis. Catch-up TV rights shall be limited to no more than Five (5) episodes of the Program(s) at any given time, which episodes must be (i) the episodes that have most recently had their initial linear airing (ii) the same across all platforms. Catch-up TV rights are granted to the extent the Program(s) can only be viewed through streaming (i.e the Program(s) cannot be downloaded) and all measures of geo-blocking are in place.

- 3.2 Holdback: N/A
- 3.3 Broadcaster: Canal 22
- 3.4 Language granted: Spanish dubbed or subtitled
- 3.5 Territory: Mexico

3.6 Without prejudice to the exclusive rights in this agreement the Licensee hereby agrees that ATRESMEDIA CORPORACIÓN is authorized to incorporate the Program(s) into the signal of the international channels owned by ATRESMEDIA CORPORACIÓN that are broadcast in different countries, and that are currently named "Canal Antena 3 Internacional" and "Atres Series", and that circumstance will not represent a non fulfillment of the terms and conditions of this agreement by Licensor.

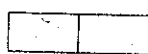
4. MATERIAL

4.1 Material to be supplied:

MXF (OP-1A) XDCAM HD 422 NTSC
Aspect: 16:9
Resolution: 1920X1080
Ch. 1&2 Stereo MIX
Ch. 3&4 Stereo M&E
Audio: PCM 48 Khz, 16 bit
17x45'



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Material shall be purchased by Licensee at a price of 50 USD (Fifty US Dollars) per episode, i.e. a total of 850 USD (Eight hundred and fifty US Dollars) ("Material Costs").

Promotional material: script, synopsis, credit list, flyer, images, music cue sheet and publicity material, if available.

4.2 Version to be delivered: Original Castilian version

It is agreed that Licensee is authorized to create the voice-over and subtitled version of the Program(s) into the language(s) listed in article 3.4 above. Licensor shall have access to such voice-over and/or subtitled version subject to the payment by Licensor of a maximum of fifty per cent (50%) of the actual, proven and auditable voice-over and subtitling costs.

4.3 Delivery date

Upon signature of this License Agreement, subject to the payment of the License Fee and the Material Costs (if any), according to the payment schedule mentioned at article 5.4.

4.4 Delivery via ASPERA from BOOMERANG TV - Contact details:

Contact: Abel FLORES SANHUEZA

Phone number: +52 55 5544-9022

Address: Same as above

Email: abel.flores@canal22.org.mx

5. FEES AND PAYMENT TERMS

5.1 License Fee

In consideration of the grant of Rights referred to in clause 3, Licensee will pay Licensor a Fee in the amount of 2.500 USD (Two thousand and five hundred US Dollars) per episode, i.e. a total of 42.500 USD (Forty two thousand and five hundred US Dollars) (the "License Fee").

5.2 Material Costs: 850 USD (Eight hundred and fifty US Dollars)

5.3 TOTAL: 43.350 USD (Forty three thousand three hundred and fifty US Dollars)

This amount is net of deductions of any kind, including withholding tax. Any deduction shall be grossed in the final invoice so the net amount corresponds to the License Fee agreed in this contract.

5.4 Payment schedule: 100% of the License Fee and Material Costs, subject to the signature of this License Agreement and before delivery of the Material.

As a material condition to this License Agreement, Licensee acknowledges that all payments to Licensor will be paid by wire transfer free of any transmission charges, or any fiscal impost or duties to the bank account of Licensor (refer to article 4 of the General Terms and Conditions).

5.5 Invoicing - Contact details:

Contact: Abel Flores Sanhueza

Phone number: +52 55 5544-9022

Address: Same as above

Email: abel.flores@canal22.org.mx

This document is not intended to create or constitute any legally binding obligation between the parties hereto, and no party shall have any liability or obligation to another with respect to this document until a fully integrated definitive agreement is fully executed by all parties.

The parties hereto expressly acknowledge that they have agreed to the General Terms and Conditions attached hereafter and which are made part hereof. In the event of conflict between the Special Terms and Conditions of this License Agreement and the General Terms and Conditions, the Special Terms and Conditions shall prevail.

Made in Madrid, on May 7, 2018.

In six (6) original copies

LICENSEE

Signed by: Mr José Alejandro VILLASEÑOR VALERIO

Position: General Proxy

LICENSOR

Signed by: Mr. Juan José DÍAZ BRAVO

Position: Legal Representative

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Words and phrases with initial letters capitalized are Defined Terms (although these definitions apply whether or not a specific word or phrase is capitalized). If not defined where they first appear, Defined Terms are defined either in these General Terms and Conditions or in accordance with industry custom and practice.

Airline means exploitation of the Program(s) only for direct exhibition in airplanes that are operated by an airline flying the flag of any country in the Territory for which Airline exploitation is granted, but excluding airlines that are customarily licensed from a location outside Territory or that are only serviced in but do not fly the flag of a country in the Territory.

Ancillary means Airline, Ship and Hotel exploitation of the Program(s).

Basic Cable TV means that mode of programming distribution by which a linear programming service or channel is delivered by means of an encoded signal over coaxial or fiber-optic cable for exhibition to subscribers upon their payment of monthly or other regular subscription and/or access fees charged for a non-premium package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) containing such service or channel (excluding, for the avoidance of doubt, Premium Cable TV) where such service or channel is not capable of being subscribed for on an individual basis.

Basic Satellite TV means that mode of programming distribution by which a linear programming service or channel is delivered by means of an encoded signal to a satellite and its downlink broadcast to terrestrial satellite reception dishes for exhibition to subscribers upon their payment of monthly or other regular subscription and/or access fees charged for a non-premium package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) containing such service or channel (excluding, for the avoidance of doubt, Premium Satellite TV) where such service or channel is not capable of being subscribed for on an individual basis.

Bundled Subscription Video On Demand (BSVOD) means the authenticated viewers of the linear channel can access a catalogue of programming and view any one of the programs listed at a time of their own choosing. The subscription charge is not separately identifiable because it is bundled within the subscription fee paid to the service provider for the linear service.

Catch-up TV shall mean the right to exploit the Program(s) by means of any service by which contents is digitally encoded and is made available to the public to view again during each transmission ('start over') and/or for a limited time after each transmission ('catch-up') at a time chosen by the user with no less than the number of commercial interruptions as the linear broadcast with fast forward disabled and where no charge identifiable as related to the Programs is made to the user except for a fee to cover the technical costs of providing the service. The "Catch-up" service shall be limited by appropriate DRM systems to reception within the Territory, and may be exploited solely in conjunction with, and not severed from (i.e., may not be offered as a standalone or a la carte service separate and apart from) the linear exploitation and solely (a) on or through the website associated with, wholly owned and directly operated, programmed, controlled by, and solely branded with the branding of the Broadcaster, and/or (b) via the cable boxes or other authorized devices of authenticated subscribers of the distributor carrying the Broadcaster (cable operator, direct broadcast satellite service, IPTV operator, etc.) provided that such service clearly and conspicuously displays the name, brand and/or proprietary trademark of the Broadcaster.

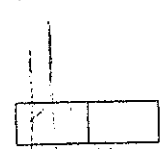
Overmount Video shall mean the right to exploit the Program(s) via distribution with a press publication by means of Videogram and available for the viewer free of charge other than the purchase price of the publication.

Direct Consumer Level shall mean the level of distribution at which Program(s) are sold or rented directly to the paying public. The Direct Consumer Level includes the sale or rental of the Program(s) by means of retail outlets, mail order, video clubs, and similar methods. Where Commercial Video or Public Video rights are licensed, the Direct Consumer Level also includes the authorized public performance, exhibition, or diffusion of the Program(s) in accordance with such Rights licensed. Licensee will not be deemed to be engaged in distribution at the Direct Consumer Level unless such distribution is performed by a Licensee's affiliate, or unless Licensee participates in the profits from such distribution, and then only to the extent of such participation.

Educational Market means exploitation of the Program(s) only for direct exhibition in all educational institutions, including individual schools, colleges, universities, state, regional, county or other multi-site educational media and television centers.

Electronic Sell Through (EST) means the right to store the Program(s) in electronic form and to make the Program(s) available for end users to download and buy for a one-off transaction charge. The "EST" service shall be limited by appropriate DRM systems to reception within the Territory.

Festival Rights shall mean the right to authorize the exhibition of all or part of the Programs in public in any festival, trade fair or other promotional activity. Festival Rights are always granted on a non-exclusive basis.



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Free Analogue Terrestrial TV shall mean analogue television broadcast by over-the-air transmitters situated in the Territory when such transmission is not a satellite transmission or encrypted but is intended for reception by members of the public without charge being made to the viewer other than any license fee or taxes payable to any government in the Territory.

Free Digital Terrestrial Television means the transmission of the Program(s) employing digital technology for reception by conventional roof-top or other appropriate transmission receiving apparatus in the Territory, for reception by members of the public without charge being made to the viewer other than any license fee or taxes payable to any government in the Territory.

Free Video On Demand (FVOD) shall mean the right to transmit the Program(s) to a viewer by any means of any television and/or telecommunication systems, the exhibition of which shall be in "real time" at a time chosen by the viewer (i.e. the viewer can independently, and in the viewer's entire discretion, select his/her desired viewing time without reference to a list of possible viewing times pre-established by the exhibition of the applicable service) where no charge is made to the user for viewing the Program(s). The FVOD service may be funded by advertising or sponsorship. The FVOD service shall be limited by appropriate DRM systems to reception within the Territory.

Gross Receipts shall mean the sum on a continuous basis of the following amounts derived with respect to each and every Rights licensed:

- 1) All monies or other consideration of any kind including all advances, guarantees, security deposits, awards, subsidies and other allowances received by, used by or credited to Licensee, any Licensee's affiliates or any approved sub-distributors or agents from the license, sale, lease, rental, lending, barter, distribution, diffusion, exhibition, performance, exercise or other exploitation of each Rights licensed in the Program(s), all without any deductions; and
- 2) All monies or other consideration of any kind received by, used by or credited to Licensee or any Licensee's affiliates or any approved sub-distributors or agents as recoveries for the infringement of any Rights licensed in the program(s); and
- 3) All monies or other consideration of any kind received by, used by or credited to Licensee or any Licensee's affiliates or any approved sub-distributors or agents from any authorized dealing in trailers, posters, copies, stills, excerpts, advertising accessories or other materials used in connection with the exploitation of any Rights licensed in the Program(s)

Gross Receipts Calculated At Source: No Licensee affiliates, sub-distributors or agents may deduct any fee or cost from Gross Receipts in calculating all amounts due to Licensor. For the purpose of determining Licensor's share of Gross Receipts, all Gross Receipts must be calculated at "source". This means that Gross Receipts derived from the exploitation of any of the following Rights licensed must be calculated at the following levels: (i) for Home Video Rental, Home Video Sellthru, TVOD, SVOD, NVOD or EST Rights, at Wholesale Level or Direct Consumer Level as applicable; (ii) for Commercial Video or Public Video Rights, at the level at which payments are remitted by local exhibitors of the Program(s).

Home Video Rental shall mean exploitation of a Videogram embodying the Program(s) that is rented to the viewer only for non-public viewing of the embodied Program(s) in a linear form within a private living place where no admission fee is charged for such viewing.

Home Video SellThru shall mean exploitation of a Videogram embodying the Program(s) that is sold to the viewer only for non-public viewing of the embodied program(s) in a linear form within a private living place where no admission fee is charged for such viewing.

Hotel means exploitation of the Program(s) only for direct exhibition in temporary or permanent living places, such as hotels, motels, apartment complexes, co-operatives or condominium projects, by means of closed-circuit television systems where the telecast originates within or in the immediate vicinity of such living places.

Internet Simulcast shall mean the right to exploit the linear version (with no interactivity and possibility for the viewers to modify the content of the Program(s)) on a simulcast basis by means of the Internet being the global collection of interconnected computer networks utilizing TCP/IP protocols and/or related protocols including the worldwide web in such manner as to permit the viewing of the complete Program(s) (in the form delivered) for the purpose of a private viewing of the Program(s) on a computer screen, by connection on a http web-site, at a time designated by the broadcaster for each viewing. Internet Simulcast shall include the right to exploit the linear version of the Program(s) by means of any telecommunications service employing wireless technology to transmit to and be received by a consumer portable terminal. For the avoidance of doubt Internet Simulcast shall be geoblocked and exclude any form of distribution of the Program(s) by any conventional terrestrial, cable or satellite television delivery system.

IPTV means a system through which television services are delivered using the Internet protocol suite over a packet-switched network such as the Internet, instead of being delivered through traditional terrestrial, satellite signal, and cable television formats. IPTV is deployed in subscriber-based telecommunications networks with high-speed access channels into end-user premises via set-top boxes or other customer-premises equipment.

Mobile Simulcast shall mean the right to exploit the linear version (with no interactivity and possibility for the viewers to modify the content of the Program(s)) on a simulcast basis by means of a signal delivered over a 3G (or successor technology) mobile telecommunications network, or mobile broadcast technology (such as DVBH) for reception by a mobile telephone or other device that is capable of receiving the signal, and whereby a supplemental payment (over and above a basic charge for the service) is required from a subscriber to receive each channel comprising, or programs within such service.

Near Video On Demand (NVOD) shall mean the right to broadcast the Program(s) for reception by members of the public by any means of television and/or telecommunications systems where a supplemental charge (other than basic charges) on a per exhibition basis is made to a viewer for the privilege of viewing the particular Program(s) at a time scheduled by the exhibitor, which Program(s) is transmitted sufficiently

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frequently on a number of channels to offer viewers a number of alternative commencement times to view such Program(s). The NVOD service shall be limited by appropriate DRM systems to reception within the Territory.

Non-Theatrical Market means exploitation of the Program(s) only for direct exhibition in close circuit transmission before an audience by and at the facilities of either organizations not primarily engaged in the business of exhibiting Program, such as hospitals, prisons, churches, restaurants, bars, clubs, Red Cross facilities, oil rigs and oil fields, or governmental bodies such as in embassies, military bases, military vessels and other governmental facilities flying the flag of the licensed. Non-Theatrical Rights excludes Airline, Ship and Hotel Rights and Festival Rights.

Premium Cable TV means that mode of programming distribution by which a linear premium pay programming service or channel is delivered by means of an encoded signal over coaxial or fiber-optic cable which may only be intelligibly received upon payment of a subscription fee by subscribers for receipt of such service or channel (excluding, for the avoidance of doubt, Basic Cable Television) and where the service or channel is capable of being subscribed for on an individual basis and/or includes premium content such as sports and movies.

Premium Satellite TV means that mode of programming distribution by which a linear premium pay programming service or channel is delivered by means of an encoded signal to a satellite and its downlink broadcast to terrestrial satellite reception dishes which may only be intelligibly received upon payment of a subscription fee by subscribers for receipt of such service or channel (excluding, for the avoidance of doubt, Basic Satellite Television) and where the service or channel is capable of being subscribed for on an individual basis and/or includes premium content such as sports and movies.

Pay Analogue Terrestrial TV means over-the-air broadcast of the program(s) by means of encoded hertzian waves for reception on television receivers where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program(s) along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

Pay Digital Terrestrial TV means the transmission of the Program(s) employing digital technology for reception by conventional roof-top or other appropriate transmission receiving apparatus in the Territory, for reception on television receivers where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program(s) along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

PPV means the broadcast of the Program(s) by means of an encoded signal for reception on television receivers in homes or in hotels or in similar permanent living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Program(s) at a time designated by the broadcaster for each viewing.

Ship means exploitation of the Program(s) only for direct exhibition in sea or ocean going vessels that are operated by a shipping line flying the flag of any country in the Territory for which Ship exploitation is granted, but excluding shipping lines that are customarily licensed from a location outside the Territory or that are only serviced in but do not fly the flag of a country in the Territory.

Simulcast Cab/Sat/IPTV means the simultaneous, unaltered and unabridged retransmission on a non exclusive basis by an operator other than the licensed broadcaster of the Program(s) by cable, satellite, IPTV or microwave for reception by the public of an initial traditional/regular broadcast transmission (this excludes any form of making the Program(s), or any portion of the Program(s) or any elements in relation to or derived from the Program(s), available over the Internet), to the extent as required by a broadcaster for a specific television deal only (without any charge to the receiver/viewer whatsoever) and for television rights only. The Program(s) will then be integrally retransmitted on a linear form without any changes of the content as on the original channel nor time shifting. This does not include VOD or PPV services or any other forms of interactive actions of user.

Subscription Video On Demand (SVOD) shall mean the right to transmit the Program(s) to a viewer by any means of any television and/or telecommunication systems, the exhibition of which shall be in "real time" at a time chosen by the viewer (i.e. the viewer can independently, and in the viewer's entire discretion, select his/her desired viewing time without reference to a list of possible viewing times pre-established by the exhibition of the applicable service) where the viewer is required to pay a periodic subscription fee in respect of access to such service (rather than a per-exhibition fee in respect of each Program(s)). The SVOD service shall be limited by appropriate DRM systems to reception within the Territory.

Transactional Video On Demand (TVOD) shall mean the right to transmit the Program(s) to a viewer by any means of any television and/or telecommunication systems, the exhibition of which shall be in "real time" at a time chosen by the viewer (i.e. the viewer can independently, and in the viewer's entire discretion, select his/her desired viewing time without reference to a list of possible viewing times pre-established by the exhibition of the applicable service) where the viewer is required to pay a per-exhibition fee in respect of each Program(s). The TVOD service shall be limited by appropriate DRM systems to reception within the Territory.

Territory means the country or countries listed in the License Agreement as its or their political and territorial boundaries exist on the date of this License Agreement, exclusive of non-contiguous colonies, possessions and similar non-contiguous areas. The Parties acknowledge that where the Program(s) are transmitted by means of satellite for reception in a given territory, such transmission may be capable of reception outside of

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that territory (the "Overspill"). Provided always that such Overspill is incidental and not intended, such occurrence shall not constitute a breach of this License Agreement.

Videograms shall mean all forms of home video audio-visual devices (including VHS, VCD, DVD, Blu-ray, UMD and other forms of video discs now known or yet to be invented), which enable the Program(s) to be viewed on a television receiver or other monitor non-interactively in a linear format.

Wholesale Level means the level of distribution from which Program(s) are shipped directly to retailers for ultimate sale or rental to the paying public. The Wholesale Level may include intermediate distribution levels between the manufacturer and the retailer, such as rack jobbers and the like, if such distribution is performed by a Licensee's affiliate, or if Licensee participates in the profits from such intermediate distribution, but then only to the extent of such participation.

Wholesale Price shall mean the price at which Videograms of the Program(s) shall be sold or otherwise distributed to retailers for ultimate sale or rental to the paying public, less any VAT, TVA or other sales tax.

2. WARRANTIES FROM LICENSEE


Licensee undertakes, warrants, and agrees with Licensor as follows:

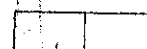
- (a) that it has full power authority and ability to enter into this License Agreement and to perform the obligations on its part herein agreed to be performed;
- (b) that it shall keep Licensor fully informed as to all exploitation of the Rights granted hereunder in and to the Program(s) as may be required by Licensor;
- (c) that it shall not exercise or cause or permit to be exercised the Rights granted hereunder in and to the Program(s) other than in accordance with provisions of this License Agreement.
- (d) that it shall exploit the Program(s) with the applicable title(s) specified in the License Agreement and that it shall not change such title(s); however, Licensor reserves the right to change the title or subtitle of any Program(s) licensed hereunder. Licensor agrees to give reasonable notice of any change of title; Licensee shall then immediately substitute the changed title in all advertising and shall immediately substitute footage containing the changed title (to be furnished by Licensor, at its expense), in any prints held by Licensee.
- (e) that it shall use its best endeavors to exploit the Program(s) as permitted by this License Agreement so as to obtain the highest receipts commercially available and in particular but without prejudice to the foregoing agreement shall not sell, rent and/or distribute to any individual corporation or entity which is or shall at any time be connected or associated with or controlled by the Licensee unless on a sound commercial company to company basis and at full market value.
- (f) that it obtain from Licensee's local performing right society or other appropriate collecting body at Licensee's sole responsibility and expense all broadcasting and transmission rights (whether such performing rights be so-called "grand rights" or "small rights") relating to the broadcast and transmission within the Territory by Licensee of any copyright music contained in the Program(s). Licensor shall supply Licensee with a detailed music cue sheet for such purpose.

3. WARRANTIES FROM LICENSOR

Licensor undertakes, warrants and agrees with Licensee as follows:

- (a) that it has the right to enter into and perform this License Agreement and grant to Licensee all of the Rights herein granted and save as provided in clause 1 will secure all necessary consents required for exploitation of the Program(s) hereunder (provided that should any additional payment be required pursuant to the introduction of any new law or regulation in relation to the exploitation of any of the Rights granted hereunder, then Licensee shall make such additional payment)
- (b) that it will not grant any other firm or company in the Territory the Rights in the Language granted exclusively to Licensee under this License Agreement;
- (c) that it will not exploit itself in the Territory the Rights granted exclusively to Licensee under this License Agreement;
- (d) to the best of Licensor's knowledge and belief neither the Program(s) nor any promotional material or artwork supplied hereunder contains any material which is defamatory or obscene and the exercise by Licensee of its Rights hereunder will not infringe the copyright or other like rights whatsoever of any third party;

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- (e) save as herein expressly contained Licensor makes no warranties or representations of whatsoever kind or nature whether implied by law or statute or otherwise

4. ACCOUNTING AND PAYMENT

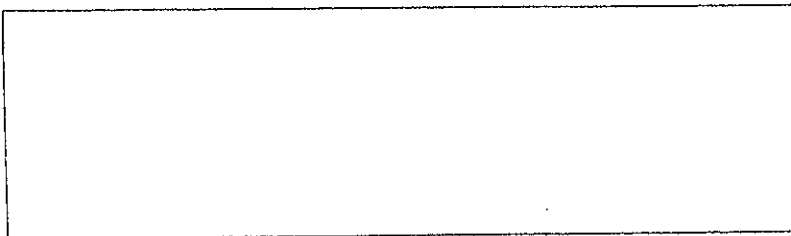
- (a) In consideration of the Rights granted to Licensee pursuant to this License Agreement, Licensee undertakes to pay punctually to Licensor (time being of the essence) the License Fee (and/or the Advance and Royalties, if applicable) set out in the Special terms and Conditions.
- (b) The License Fee (and/or the Advance and Royalties, if applicable) shall be paid to Licensor at the time set forth in the License Agreement whether or not the Program(s) has actually been exploited and/or whether or not it has been broadcast for all the Runs licensed hereunder (if applicable).
- (c) The License Fee (and/or the Advance and Royalties, if applicable) shall be paid upon Licensee's receipt of Licensor's invoice therefore. Licensor's banking details are as follows:

BANKINTER AVD SOMOSIERRA 12 - 2L Edificio Cristal, San Sebastian de los Reyes, Madrid (Spain)

Account Name: Boomerang TV S.A

IBAN: ES4501287681910500500387

SWIFT: BKBKESMM



- (d) Licensee shall obtain all necessary permits from the government authorities to make all payments to Licensor required under this License Agreement.
- (e) Licensee shall assume and pay without limitation all license, sales use, or other taxes, assessments, custom duties or similar charges no matter how described, imposed by any governmental body upon the licensing of Program(s) hereunder and/or the delivery or possession or use of Program(s) or prints thereof, it being the intent hereof that the total License Fee (and/or the Advance and Royalties, if applicable) specified herein shall be a net amount, free and clear of any tax, levy or charge of whatsoever kind or nature howsoever denominated.
- (f) Licensee will perform payment of the License fees in the provided currency without any deduction and/or withholding or remittance tax. In the event, that Licensee were legally required to practice some withholding Licensee will increase the amount of such payment thus Licensor will always perceive the total price agreed in the License.
- (g) In the event that Licensee shall be prohibited or restricted from making payment of any moneys at the time when same are due and payable to Licensor hereunder by reason of the laws or currency regulations within territory, Licensee shall upon Licensor's request, deposit any such blocked funds to the credit of Licensor in a bank or other depository in the territory designated in writing by Licensor, or pay them promptly to such persons or entities as Licensor may designate in writing.
- (h) Notwithstanding Licensor's rights to claim for damage, if any payment is overdue by more than 15 (fifteen) business days, it shall constitute a material breach of this License Agreement and entitle Licensor to automatically terminate this License Agreement without any obligation for Licensor to reimburse the portion of the License Fee (and/or the Advance and Royalties, if applicable) that Licensee may have already paid. Any payment not paid by the due date shall attract interest at the rate of 4% above the Bank de France rate. Notwithstanding the foregoing, Licensor shall give Licensee written notice of intention to terminate this or any other license by reason of Licensee's default hereunder and Licensee shall have fifteen (15) days within which to cure such default (provided that the foregoing notice requirement shall not apply to voluntary bankruptcy or any other default which, by its nature, cannot be cured within fifteen (15) days).
- (i) Licensee shall keep full complete accurate and faithful books of account and records relating to the exploitation of the rights hereunder. Licensor may at its own expense appoint an independent duly qualified accountant to inspect examine and audit the books of Licensee insofar as such books pertain to the exploitation of the rights hereunder and any monies payable to Licensor. Such inspection shall be made on seven (7) day's notice and during normal business hours. If Licensee shall be found, as a result of such inspection, to have withheld for any reason monies due to Licensor hereunder then Licensee shall forthwith pay the same to Licensor. In the event that such inspection

This document is not intended to create or constitute any legally binding obligation between the parties hereto, and no party shall have any liability or obligation to another with respect to this document until a fully integrated definitive agreement is fully executed by all parties.

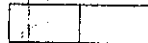
reveals an error in excess of five per cent (5%) to the detriment of Licensor, then Licensee shall pay all reasonable costs incurred by Licensor directly as a result of such inspection in addition to any other rights and remedies available to Licensor arising out of such error;

5. DELIVERY AND RETURN OF MATERIAL

- (a) Delivery of Material to Licensee, to Licensee's agent, to a common carrier, to the post office or to any shipping agent designated by Licensee shall be deemed delivered to Licensee and Licensor shall not be liable for any action taken by any party. If no mode of delivery shall be designated by Licensee, Licensor may select the mode of delivery.
- (b) Should the delivery of the Material for a Program be delayed, then the License End Date for such Program shall be postponed accordingly. For the avoidance of doubt, such delay shall not constitute a breach of the present License Agreement.
- (c) All costs of shipping, transportation and delivery shall be borne by Licensee after receipt and acceptance of the Material.
- (d) Licensee shall examine the Material immediately upon receipt. If the Material, when received, is considered by Licensee not to be in a condition suitable for exploitation, Licensee shall within 30 days after receipt of the Material notify Licensor by email of the alleged defects and send a detailed technical report drafted by a laboratory specifying the alleged technical defects. If Licensee shall give written notice of alleged defects to Licensor in accordance with the foregoing provisions, Licensee shall at the same time return the Material which he deems unsuitable for exploitation and if Licensee's complaint is justified and the complaint is capable of remedy, Licensor shall deliver corrected or replacement material to Licensee. All such material shall in turn be subject to Licensee's approval in accordance with this sub-clause 4 (c).
- (e) Unless Licensee shall have given written notice to Licensor in accordance with and within the period specified in sub-clause (c), Licensee shall be deemed to have accepted the Material for all the purposes of this License Agreement.
- (f) Should Licensor be unable to remedy any physical defect in the Material, then Licensor shall have the right to propose a substitute program. If Licensee does not accept such substitute program within twenty (20) days after being given written details thereof, Licensor shall reimburse to Licensee that portion of the Licensee Fee (and/or the Advance and Royalties, if applicable) already paid to Licensor for the corresponding Program(s) and this License Agreement shall be deemed terminated for such Program(s) without further liability on either side and all rights on such Program(s) shall revert to Licensor.
- (g) Legal title to all Material provided to Licensee hereunder shall at all times remain in Licensor or in the party or parties from whom Licensor obtains the rights licensed to Licensee, and all rights (including copyrights) therein shall vest in Licensor, subject only to possession and control thereof by Licensee during the term solely for the purpose of exercise of the Rights licensed herein.
- (h) Licensee shall maintain proper and adequate insurance in respect of the master of the Program(s) whilst in its possession and shall procure that Licensor shall be noted as an additional insured on any policy. Licensee shall likewise maintain errors and omissions insurance if so required.
- (i) Upon the expiration or earlier termination of this License Agreement, Licensee shall at Licensor's sole discretion:
 - (i) deliver all of the Material of the Program(s) in Licensee's possession to Licensor or to the address Licensor shall indicate to Licensee, in good condition, normal wear, on the reels and in the containers in which it was received, or
 - (ii) destroy same, furnishing Licensor with a certificate of destruction duly authenticated by the appropriate party in the respective countries of the Territory.
- (j) Upon Licensor's request, Licensee shall advise Licensor of the name and location of any laboratory or facility in possession of any material of the Program(s), and Licensee shall provide access to Licensor's designees upon Licensor's request.
- (k) If Licensee fails to return all of the Material of the Program(s) supplied by Licensor in the aforesaid condition in a timely manner, it is understood that all of the Material whether supplied by Licensor to Licensee or prepared by Licensee or a laboratory on Licensee's behalf, is and will remain Licensor's exclusive property.

6. EDITING

- (a) Licensee shall exploit the Program(s) as delivered by Licensor, in its entirety and its original continuity.
- (b) Licensee shall exploit the Program as delivered by Licensor, in its entirety and its original continuity and that it shall not in any way cut or edit the Program(s) (including its credits) or combine the Program(s) with any other material (such as coupling with another audiovisual program or advertisement) without the prior written consent of Licensor, provided always that in no event shall the Program(s) be cut or altered so as substantially to impair its artistic integrity and no material shall be used or permitted to be used in the Program(s) which is defamatory or actionable at the suit of any person firm company or corporation. Any permitted alteration of whatsoever kind or nature to the Program(s) shall be at the sole cost and expense of the Licensee.



This document is not intended to create or constitute any legally binding obligation between the parties hereto, and no party shall have any liability or obligation to another with respect to this document until a fully integrated definitive agreement is fully executed by all parties.

7. ADVERTISING & PROMOTION

- (a) Upon mutual execution of this License Agreement, Licensor shall provide Licensee with such promotional materials as are available to Licensor. If available, all such promotional material and artwork will be supplied by Licensor free of charge but all materials will be returned to Licensor promptly by the Licensee after production of its own packaging and promotional material or within one (1) month of dispatch from Licensor whichever is the sooner. Should the said materials not be returned within such time period or should additional copies of such promotional material and artwork be requested the Licensee shall pay to Licensor within 30 days of the date of the relevant invoice the costs of production of additional promotional material and artwork together with all shipping, transportation and delivery costs and customs duties or other taxes charges and impositions payable in connection with the dispatch of the original promotional material and artwork.
- (b) Licensee shall not delete the copyright notice, credits or Licensor's logo from any print of the Program(s).
- (c) Other than materials delivered by Licensor hereunder, all promotional materials (which includes any and all advertising and/or promotional materials, as well as any proposed methods for the marketing of the Program(s)) and all packaging and artwork produced by or for Licensee in connection with the Program(s) shall be the sole responsibility of Licensee. Licensee will be responsible for the payment of all duplication, packaging, promotion and marketing costs and all other costs reasonably associated with marketing and distribution of the Program(s) under this License Agreement. Licensee shall take all steps and pay any and all fees necessary to protect all material manufactured hereunder by copyright in the Territory, such copyright to be taken in the name of Licensor or as Licensor shall designate, and to renew or extend such copyright.
- (d) Licensee shall strictly adhere to the credit schedules supplied by Licensor in the main and/or end titles of each Program and in all advertising and publicity with respect thereto. If Licensor does not provide such a credit schedule, then Licensee must demand same from Licensor in writing before preparing any advertising or publicity for the Program(s).
- (e) Subject to any advertising credits, restrictions or requirements furnished by Licensor, Licensee may use the names and likenesses of performers of each Program in advertising the exploitation of the corresponding Program(s) in the Territory. Notwithstanding the foregoing, Licensee shall not authorize or permit any materials to be produced, published or made available (whether for the purposes of advertising, promoting, commercializing, enhancing or otherwise exploiting the Program(s)) which constitute, expressly or by implication, any endorsement of any person, product or service (including, without limitation, of the Program(s) (or any part thereof) itself) by any player featured in the Program(s) or any other third party, or which otherwise suggests any commercial (or other) association between any player or any other person or organization or its products or services.
- (f) Licensee shall be entitled during the License Period to exhibit in the Territory extracts from each of the Program(s) not exceeding three minutes in total length per Program solely for the purpose of promoting the exploitation of the Program(s) by Licensee and for pre-and post-exhibition bona fide comment and review purposes and not otherwise.
- (g) Licensee shall have no right to exhibit the Program(s) at any festival or trade fair or similar event without Licensor's prior written consent;

8. DUBBING / SUBTITLING

- (a) If provided for in the Special Terms and Conditions, Licensee shall be entitled to subtitle and/or dub the Program(s) into the Language (the "Foreign Language Version") provided that (i) such subtitles and/or dubbing accurately conforms in all material respects with the original version and script of the Program(s); (ii) Licensee observes all relevant restrictions applicable to artists and other third parties notified to Licensee; (iii) Licensee shall be responsible for all payments and residuals due to artists and other third parties involved in the creation of the Foreign Language Version; and (iv) Licensee shall not alter the title of the Program(s), except for a direct foreign language translation, without the prior consent of the Licensor and an Intellectual property clearance of such new title.
- (b) The Parties agree and acknowledge that Licensee shall not be entitled to exploit the Foreign Language Version after the expiry or earlier termination of this License Agreement.
- (c) Licensee shall permit Licensor or its authorized third party during the License Period and thereafter (i) full access to the Foreign Language Version for the purposes of manufacturing copies and if requested by Licensor provide copies of such version at laboratory cost and (ii) shall upon request by Licensor grant to Licensor a license in perpetuity to exploit the Foreign Language Version in all media throughout the world. Licensee shall also notify Licensor of any payments due to any third party upon Licensor's exploitation of such created version throughout the world.

9. ANTI-PIRACY

- (a) Licensee will take all reasonable steps to protect the copyright in the Program(s) and to prevent piracy in the Territory.
- (b) Licensor may participate in any anti-piracy action using counsel of its choice. Licensor's expenses will be reimbursed from any recovery in equal proportion with Licensor's expenses. If Licensee fails to take anti-piracy action, Licensor may do so in Licensor's or Licensee's name, with all recoveries belonging to Licensor.

This document is not intended to create or constitute any legally binding obligation between the parties hereto, and no party shall have any liability or obligation to another with respect to this document until a fully integrated definitive agreement is fully executed by all parties.

- (c) The Parties acknowledge that it is in their mutual interest to prevent piracy of the Program(s) in the Territory. Licensor has informed Licensee of any act of piracy of the Program(s) in the Territory of which Licensor is aware, and such information has been considered in determining the License Fee (and/or the Advance and Royalties, if applicable) along with the other terms of this License Agreement. Licensee has also taken all necessary steps to inform itself of any piracy of the Program(s) in the Territory before executing this License Agreement. No piracy of the Program(s), whether occurring before or after execution of this License Agreement, will allow Licensee to terminate this License Agreement or reduce any amounts due Licensor. Licensor will cooperate with Licensee to prevent or remedy any such act of piracy.

10. WITHDRAWAL

- (a) Licensor reserves the right to withdraw any of the Program(s) from this License Agreement, effective as of Licensee's receipt of Licensor's notice of withdrawal, if Licensor, in its sole discretion, determines that the exploitation of such Program would or might infringe upon the rights of others or violate any law, court order or regulation or ruling of any governmental authority, or if Licensor deems such withdrawal necessary or advisable because of any claim, litigation or threatened litigation with respect thereto.
- (b) If Licensor withdraws any of the Program(s), Licensor may, at its election, (a) forthwith deliver to Licensee another program (not otherwise licensed hereunder) that Licensor and Licensee deem of comparable quality, subject to all of the terms and conditions herein contained with respect to such withdrawn Program, or (b) terminate this License Agreement with respect to such Program and Licensee shall and does waive all claims for damages arising therefrom. In the event of such termination, the License Fee (and/or the Advance if applicable) applicable to such Program will be refunded if such Program has not yet been distributed, and in the event that the Program(s) have been broadcast and/or distributed, Licensor shall refund such within 30 days of notice to withdraw such portion of the License Fee (and/or the Advance if applicable) for the Program as it determines in good faith to be fair and reasonable under the circumstances.
- (c) If Licensee is unable to exploit any of the Program(s) on the scheduled License Start Date therefore (as specified in this License Agreement) because such Program(s) has been withdrawn and no substitute furnished therefore at such time, then Licensee shall have no obligation to pay the License Fee (and/or the Advance if applicable) corresponding to such Program.

11. CENSORSHIP

In the event that government censorship authorities of the Territory do not permit the exhibition of the Program(s), Licensee shall furnish Licensor with a Certificate of Rejection and such Program(s) shall be deleted from the License Agreement and the License Fee (and/or the Advance if applicable) shall be reduced accordingly, with full amount refund for any moneys paid

12. FORCE MAJEURE

- (a) Licensor shall not be liable for any failure to deliver the Program(s) in accordance with Licensor's obligations hereunder by reasons of "force majeure" (i.e., without limitation, act of God, epidemic, fire, casualty, lockout, labour condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal), technical or processing failure or delays, transportation failure or delay, or other cause of a similar or different nature beyond Licensor's control, or because of non production or failure to complete production for any of the above reasons of any of the Program(s) as yet unproduced.
- (b) If, for any reason set forth above, Licensor is unable to deliver a program, Licensor shall either (i) deliver a replacement program which Licensee and Licensor deem of comparable quality, (ii) extend the license period for the Program(s) hereunder or, (iii) return that portion of the License Fee (and/or the Advance if applicable) allocated for said Program(s).

13. TERMINATION

- (a) This License Agreement may be terminated at any time by Licensor forthwith by notice to Licensee in the event that:
- (i) Licensee shall be in breach of any of its obligations hereunder and in the case of a breach capable of remedy shall not have remedied the same to the satisfaction of Licensor within fifteen (15) days of notice served upon Licensee requiring Licensee to remedy such breach;
 - (ii) a receiver administrator or administrative receiver shall have been appointed of all or a substantial part of the assets of Licensee;
 - (iii) any distress execution sequestration or other process is levied or enforced upon or sued out against Licensee and is not discharged within twenty-one (21) days;
 - (iv) an order is made or an effective resolution is passed for the winding up of Licensee except a resolution for reconstruction or amalgamation the terms of which have been previously approved in writing by Licensor;
 - (v) Licensee shall be adjudged insolvent or shall be unable to pay its debts as they fall due or shall stop payment of its debts generally or shall cease to carry on its business or substantially the whole of its business or threaten to cease to carry on the same;
 - (vi) anything analogous to or having substantially similar effect to any of the foregoing events happens under the laws of any applicable jurisdiction in relation to Licensee;
 - (vii) any other agreement between Licensor and Licensee is terminated by Licensor for any reason;
 - (viii) Licensee fails to obtain, by the date the first payment is due, any governmental authorities (eg exchange control consents) necessary to enable Licensee to make all payments due to Licensor hereunder (and Licensee shall use its best endeavours to obtain any such authorities);
 - (ix) Licensee or any other person with the knowledge consent or through the negligence of Licensee permits the shipment of any of the materials including the Program(s) delivered or prepared hereunder outside the Territory without the prior written consent of Licensor;

This document is not intended to create or constitute any legally binding obligation between the parties hereto, and no party shall have any liability or obligation to another with respect to this document until a fully integrated definitive agreement is fully executed by all parties.

- (b) Upon termination of this License Agreement pursuant to this clause 13, any sums previously paid to Licensor shall remain the absolute property of and shall be retained by Licensor and the balance of the License Fee (and/or the Advance and Royalties, if applicable) remaining outstanding (if any) and any other monies accrued due hereunder but unpaid shall become immediately due and payable to Licensor and this shall be without prejudice to any other rights or claims for damages of Licensor against Licensee hereunder.
- (c) In addition upon termination of this License Agreement whether pursuant to this clause 13 or otherwise howsoever, Licensee shall cease to use the Materials of the Program(s) supplied by Licensor together with any duplicate thereof and save as provided in (ii) below shall deliver possession thereof to Licensor or to such person as Licensor may designate together with any other materials in Licensee's possession or control within thirty (30) days from termination and Licensee shall pay all shipping costs and customs dues or other taxes or impositions incurred;

14. DATA PROTECTION

As responsible for handling data protection, Parties, as stated in the Spanish Data Protection laws and regulations, shall conceal and prevent the other party from neither using, communicating, releasing nor transferring personal data to third parties for different purposes and form as set in this License Agreement ensuring at any time the confidentiality of personal data. Parties shall, as well, implement the security measures demanded by the Royal Decree 994/1999, 11th June, or by any other complementary regulation applicable to this field. Parties, shall, at the same time, meet any other required security measure to provide the safety and integrity of personal data in order to avoid alterations, losses or unauthorized treatments or access.

15. INDEMNITIES

- (a) Each party will indemnify and hold the other (and any assignees or licensees thereof permitted under this License Agreement, it and their officers, directors and employees) harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees (herein collectively "claims") arising out of the exploitation hereunder of any Material furnished by such party.
- (b) Further, Licensee shall indemnify and hold Licensor harmless from and against any claims arising out of Licensee's editing of or deletion of material from any Program(s) exploited hereunder and/or arising out of Licensee's failure to exhibit credits and/or arising out of any breach by Licensee of this License Agreement or any failure by Licensee to perform any acts required by it hereunder.
- (c) Licensee or Licensor, as the case may be, shall promptly notify the other party of any claim or litigation to which such other party's indemnity applies.

16. ASSIGNMENT



- (a) Licensee shall not assign this License Agreement in whole or in part, to any third party without the prior written consent of Licensor. Any such assignment or sub license so permitted or consented shall not relieve Licensee of any of its obligations hereunder.
- (b) Licensor may assign its rights hereunder to any person, firm or corporation provided however that no such assignment shall relieve Licensor of any of its obligations hereunder.

17. NOTICES

All notices required to be given hereunder shall be given in writing, by personal delivery or by email at the respective addresses of the parties hereto, set forth above, or at such other address as may be designated in writing by registered mail by either party.

18. CONFIDENTIALITY

- (a) Except for any prior specific authorization in writing by the non-disclosing party to such disclosure or use, each party undertakes to the other that subject to clause 17(b) below, it will treat as confidential the terms of this License Agreement together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other party as may be communicated to it hereunder or otherwise in connection with this License Agreement and will not disclose such information to any person, firm or company (other than to its auditors and other professional advisors) and will not use such information, other than for the purposes of this License Agreement.
- (b) The provisions of clause 17(a) above shall not apply to any information which:
 - (i) is in the public domain other than by default of the recipient party;
 - (ii) is obtained by the recipient party from a bona fide party having no apparent restraint on its free right of disposal of such information;
 - (iii) is or has already been independently generated by the recipient party;
 - (iv) is required to be disclosed by law (or applicable regulation) or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency.

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(c) The obligations contained in this clause 17 shall endure beyond the License Period.

19. MISCELLANEOUS

- (a) Nothing herein contained shall constitute a partnership between or joint venture by one of the parties hereto, or constitute either party the agent of the other.
- (b) All representations, warranties and indemnities shall survive the expiration or earlier termination of this License Agreement.
- (c) Any provision of this License Agreement which is invalid, illegal or unenforceable in any jurisdiction will, solely as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provisions of this License Agreement invalid, illegal or unenforceable in any other jurisdiction.
- (d) No failure or delay by either party hereto in exercising any right, power or privilege under this License Agreement shall operate as a waiver thereof nor shall any single or partial exercise by any party hereto of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- (e) This License Agreement shall be governed by and construed in accordance with the laws of Spain, the Spanish Courts in Madrid being competent, applicable to contracts entered into and full to be performed therein.
- (f) This License Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this License Agreement cannot be changed, rescinded or terminated orally.
- (g) The titles of the paragraphs of this License Agreement are for convenience only and shall not in any way effect the interpretation of any paragraphs of this License Agreement or of this License Agreement itself.



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