



GENERAL TERMS AND CONDITIONS

CONSIDERATIONS

- A. FCCE BV is the distributor of the Content
- B. Licensee wishes to acquire and FCCE has agreed to grant the license to broadcast or have broadcast programs with the Content. The license is considered to be granted under the conditions set out in these General Terms and conditions together with the License Agreement;
- C. Parties wish to confirm the conditions of their agreement, which are set out in a separate License Agreement. The General terms and conditions are an integral part of the license agreement.
- D. Definitions: For the purpose of this Agreement the following words shall have the meanings hereby ascribed to them:

"Affiliates"	means in respect of Licensee, any company, person, partnership or similar who controls that company or is under common control with that company or is controlled by the company.
"Agreement"	means the Commercial Terms, these Standard Terms, and any schedules attached hereto. For the purpose of this Agreement words and phrases shall have those meanings ascribed to them or as defined throughout the Agreement.
"Authorised Devices"	means any devices now known or developed in the future capable of receiving, downloading, storing or playing back audio-visual content including but not limited to: televisions (including connected and smart televisions), set top boxes, tablets, personal computers, personal video recorders, mobile phones, games consoles, in-flight entertainment systems, media centres and portable media players.
"Authorised Languages"	means the authorised languages set out in the Commercial Terms.
"AVOD"	means advertising funded or supported video-on-demand being the exhibition of audio visual content on an on-demand basis that permits the viewer, without the payment of any fee (whether by way of subscription charge, fixed charge or per exhibition charge of any kind) to view such audio visual content at a time chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider on the basis that such program is made available for viewing with advertising (which may include sponsorship messages) inserted by the service provider prior to and/or during the exhibition of such audio visual content or otherwise associated with such content.
"Confidential Information"	means all information (written, oral or electronic) disclosed by one party to the other party and concerning the business and affairs of the disclosing party including any information relating to that party's operations, processes, plans, intentions, product information, know-how, designs, trade secrets, market opportunities, Subscribers, potential subscribers and shall include the terms and conditions of this Agreement.
"DTH"	means 'direct to home' satellite transmission.
"Exhibitions Periods"	means a ninety (90) day exhibition period commencing from the start of each permitted exhibition of a Program or episode thereof as specified in the Commercial Terms. If no Exhibition Periods are specified in the Commercial Terms the number of Exhibition Periods during the Licence Period shall be unlimited.
"EST"	means 'electronic-sell-through' being the delivery of audio-visual content via the Means of Distribution where a charge is made to purchase such content on a "sell-through" basis (as distinguished from rental) which may allow a viewer to access or download the content on a permanent basis for subsequent unlimited replay as an alternative to the retail purchase of such content on Home Video.
"Force Majeure"	means an event outside of a party's reasonable control, including those caused by any of the following: acts of God, total or partial strikes not within the control of the parties, lockouts, epidemics, breakdown of transportation, earthquakes, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of government or any regulatory authority, industrial disputes of any kind, fire, lightning, explosion, flood, subsidence, high winds and bad weather conditions.
"Format"	means High Definition.
"Free-to-Air"	means the transmission of a Program, either on an encrypted or an unencrypted basis, in each case where viewers are able to receive and view such Program without any fee or payment or other



consideration that is attributable to the reception or viewing of such Program (other than any government-levied licence fees, taxes or other consideration in respect of television equipment (including but not limited to set-top boxes).

“FVOD”	means free video-on-demand being the exhibition of audio visual content on an on-demand basis that permits the viewer, without the payment of any fee (whether by way of subscription charge, fixed charge or per exhibition charge of any kind) and without any associated advertising, to view such audio visual content at a time chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider.
“High Definition” or “HD”	means a program in a high-definition format as described in Schedule 1 (Technical Specifications).
“Holdback”	a period of time during which there are certain restrictions on Licensor’s right to promote, exhibit, make available, grant or exercise certain rights in respect of the Programs as further set out in the Commercial Terms.
“IPR”	means all intellectual property rights including patents, registered designs, trade marks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, Confidential Information, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights.
“IPTV Networks”	means high speed digital systems delivering television services to Subscribers using the Internet (transmission control protocol and Internet Protocol) by means of a fixed wired or wireless secured access connection.
“License Fee”	means the license fees as more particularly described and set out in the Commercial Terms.
“License Period”	means the relevant Free to Air, PPV, TVOD, Pay TV or SVOD licence period as identified in the Commercial Terms.
“Licence Period Start Date”, “LPSD” or “Start Date”	means the date on which each Program shall commence its corresponding Licence Period all as set out in the Commercial Terms and License Agreement.
“Licensed Services”	means all and any of LICENSEE’s or its Affiliates’ owned and/or operated, carried, distributed, transmitted or re-transmitted services and/or channels now in existence or developed in the future, (whether linear or on-demand).
“Licensed Rights”	means the rights set out in the paragraph entitled ‘Licensed Rights’ in the Commercial Terms.
“Materials”	means the master for each Program to be supplied by Licensor in accordance with the Commercial Terms, in the format specified in the Commercial Terms, and which shall be in accordance with the Technical Specifications.
“Materials Delivery Date”	means the date by which the Materials and Additional Materials are to be delivered by Licensor to Licensee as specified in the Commercial Terms;
“Materials Format”	means High Definition in accordance with the Technical Specifications, unless otherwise agreed in writing by Licensee.
“Means of Distribution”	means any means of distribution existing or hereafter developed, including but not limited to: over the air systems, cable television (coaxial or fibre-optic), digital terrestrial television, broadband, DTH satellite, master antenna systems, SMATV, IPTV, on demand content via the World Wide Web or Internet, MMDS, mobile delivery mechanisms such as 4G, 3G, Edge, DVBS or DMB and any other technology not presently in commercial use for the distribution of audio-visual content; in linear or non-linear formats.



“Pay TV”	means ‘pay television’ being the exhibition of program services or channels (including the Programs) for which a subscription fee is charged for the reception of such program services or channels (which may include any associated additional channels or services notwithstanding that no additional subscription fees may be charged specifically for those additional channels or services).
“PPV”	means the exhibition of a Program to a viewer at the viewer’s request where a supplemental charge is made to the viewer to view such Program for a defined period of time.
“Programs”	means the audio-visual content identified in the Commercial Terms and Conditions and License Agreement .
“PVR Functionality”	means personal video recorder functionality including: (i) for a viewer to stop, start, pause, rewind and/or fast forward the exhibition of a Program; (ii) on a “pull” basis whereby the viewer elects to record the Program; and (iii) on a “push” basis whereby recordings of the Program are initiated by a service provider so that the Program is available to the viewer.
“Running Time”	means the duration of actual programming contained in a Program, excluding opening and closing credits.
“Subscriber(s)”	any person, establishment, company, organisation or similar authorised by Licensee, its Affiliates or a Third Party Operator to view or access the Licensed Services in the Territory.
“SVOD”	means subscription video on demand being the exhibition of audio visual content on a subscription basis which may be offered to a viewer by a service provider for a certain period of time, which offers the viewer access to audio-visual content which viewer can view, pause, rewind, fast forward and stop as chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider.
“Technical Specifications”	means the Technical Specifications set out in the License Agreement.
“Territory”	means the territory set out in the Commercial Terms.
“TVOD”	means ‘transactional video on demand’ which means the exhibition of programming where a charge on a per-exhibition basis is made by the service provider and which a viewer can view, pause, rewind, fast forward and stop at his/her discretion without reference to a schedule of viewing times pre-established by the service provider.
“VOD”	means all forms of video on demand pursuant to which a viewer is able to view a Program at a time chosen independently by the viewer at his or her discretion including but not limited to KSA Cinema, RPVOD, SVOD, TVOD, AVOD and FVOD.

1. LICENSE

- A. Subject to prompt payment of the Licence Fee in accordance with the Terms of Payment and due performance by the Licensee of all its obligations hereunder, the Licensor hereby grants to the Licensee the Licensed Rights.
- B. Licensee shall use the provided Content for the performance of its obligations in this agreement and shall not under any circumstances develop, produce, distribute or exhibit programs or exploit any other activities with or based on the Content outside the scope of the rights granted under this agreement. The Licensor reserves to itself all rights other than those hereby specifically granted to the Licensee.
- C. Licensee undertakes that a screen credit shall be given to FCCE BV on each Episode as agreed in the License Agreement.
- D. If Licensee has not been in breach of any part of this agreement, Licensee has the exclusive right to renew the Licence for a subsequent Term. The starting point for negotiations on the conditions of such renewal will be formed by the conditions for the first term, and the Licensor has the right to renegotiate the Licence Fee if it wishes to.
- E. If no renewal is granted, then Licensee shall immediately return all material to Licensor and shall not keep any copies thereof. Only if Licensor has notified Licensee that all material must be destroyed instead of returned, Licensee is permitted to do so.

2. PAYMENT OF LICENCE FEE(S)

- A. The Licensee shall pay the Licence Fee in accordance with the Payment schedule.
- B. All Payments due under this agreement are exclusive of all taxes and will be made by Licensee within 30 days after receipt of invoices from FCCE BV.



- C. Licensor reserves the right to charge the Licensee with interest on any monies due which shall be in arrears and unpaid. Such interest will be calculated upon amount owing at the rate of five percent (5%) per annum for the whole period during which such monies ought to have been paid until date of payment.

3. ASSIGNMENT

This agreement is exclusive to and for the sole benefit of the Licensee and Licensee shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights and interests or obligations under this agreement to any person or organisation without the prior written consent of Licensor. Licensor has the exclusive right to assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights and interests or obligations under this agreement to any person or organisation without the prior written consent of Licensee.

4. THE LICENSOR'S WARRANTIES

The Licensor represents and warrants to the Licensee that:

- A. the Licensor holds all necessary rights and permissions to enter into this agreement and, to its best knowledge, does not infringe any rights of third parties, to grant the Licensed Rights and that the Content and the copies thereof furnished by the Licensor to the Licensee will be free and clear of any and all liens and encumbrances.
- B. The Licensor hereby agrees to indemnify Licensee against any and all actions, claims, costs (including reasonable legal fees), damages, demands or expenses arising out of any breach or non-performance by Licensor of any of its representations, warranties, undertakings and agreements in this agreement.
- C. The performing rights in all musical compositions and sound recordings contained in the Content are either (i) controlled by the Performing Right Society Limited ("PRS") and/or an affiliated collecting society and Phonographic Performance Limited ("PPL") and/or an affiliated collection society (as the case may be) or (ii) are in the public domain or (iii) are controlled by the Licensor.
- D. The exercise by Licensee of the rights herein granted, in accordance with the provisions of this Agreement shall not subject Licensee to any liability or obligation whatsoever.
- E. it has not undertaken and will not undertake any thing or action which might impair the rights granted to Licensee;
- F. The Licensor hereby represents and warrants that there are no liens, claims, encumbrances, legal proceedings, restrictions, agreements or understandings which would conflict, interfere or compete with the rights granted to Licensee;
- G. The Licensor hereby warrants that it has not licensed or assigned any Licensed rights in the Programs to any other person in the Territory, which may interfere or compete with the rights granted to Licensee.
- H. The Licensor hereby warrants that nothing in the Content shall contain obscene, defamatory or similar material which is likely to bring the Licensee / or any person, subject or company into disrepute;

5. THE LICENSEE'S WARRANTIES:

Licensee hereby represents, warrants, and undertakes that:

- A. it has the right, power, and authority to enter into and fully perform this agreement;
- B. it shall inform Licensor of any infringement of the License by third parties and as may be possible assist Licensor in taking all necessary steps to protect and maintain its rights.
- C. Licensee hereby agrees to indemnify Licensor against all actions, claims, costs (including legal costs), damages, demands and expenses arising out of any breach or non-performance by Licensee of any of its representations, warranties and undertakings under this agreement.
- D. to keep at all times all crucial data as confidential; the Parties shall (1) take all necessary precautions against and (2) be responsible for: (a) events of any fraud with respect to the rights to and/or (b) any unauthorised access to, disclosure, release or use of the Content; the Parties shall indemnify and hold each other harmless from any and all claims, demands, damages, costs by any participant and/or any person and/or entity regarding such matters;

6. DELIVERY AND DELIVERY MATERIAL

Delivery will be made by FTP or Aspera with agreed technical specifications.

7. EXAMINATION OF DELIVERY MATERIAL

Upon receipt of each copy of the Content the Licensee shall promptly examine the same to determine whether it is physically suitable for transmission as provided for hereunder. If any such copy is unsuitable and only in such event Licensee may give immediate notice thereof to the Licensor specifying the particular defect and upon receipt of such notice The Licensor shall furnish a substitute copy. Unless the Licensor receives a notification in writing as to a defect within 48 hours following delivery, each copy received by Licensee shall be deemed accepted as satisfactory.

8. RESTRICTIONS ON CUTTING AND CREATION OF LANGUAGE VERSIONS

- A. The Licensee is not allowed to use the content in another production. The Licensee shall transmit the Programme in the form delivered by the Licensor and shall not modify add to or take away from the same without the Licensor's prior consent nor shall the Licensee alter the screen credits.
- B. The Licensor grants the right to produce and transmit the content in a language other than that in which the materials are delivered hereunder, the Licensee shall have the right to dub or subtitle the Programme into the Licensed Language at the Licensee's sole cost and expense.
- C. Licensee hereby represents, warrants, and undertakes that the finished Programme / Content and all exploitation forms of the Content shall be in accordance with the image of the original content and will not contain anything which is obscene, defamatory or which is likely to bring FCCE BV and / or any person, subject or company into disrepute;
- D. the finished program shall be of equivalent production quality to the original Content as manifested in the file thereof supplied by FCCE BV;



- E. Licensee shall have the right to make minor cuts or edits to meet time segment requirements and to conform to applicable laws and regulations, or as maybe necessary to comply with any political, religious or cultural requirements of the Licensed Service provided that such edits shall not alter the meaning or compromise the artistic integrity of the Content.

9. TRANSMISSION DATES

If no specific transmission dates are designated overleaf the Licensee shall from time to time but at least 15 days in advance thereof furnish the same to the Licensor. Transmission (including re-runs) of the content should be within the Licensed Period.

10. CESSATION OF TRANSMISSION RIGHTS

When the Licensee reaches the maximum number of transmissions permitted under this Agreement its right to transmit, or work in any other form with the Content or any part thereof shall thereupon terminate. The Licensee's failure to complete the maximum number of transmissions on or before the expiration date indicated overleaf shall not extend the term of the Licence Period nor shall it relieve the Licensee of its obligations to pay the total Licence Fee and the Material costs nor shall it entitle the Licensee to receive any refund of any proportion thereof.

11. LICENSEE'S COVENANTS

The Licensee covenants that:

- A. It will not work with or permit the transmission of the Content except in accordance with the Licensed Rights.
- B. It will not work with nor permit the transmission of the Content beyond the expiry of the Licence Period or in excess of the maximum number of transmissions provided for pursuant to the Licensed Rights.
- C. Save as otherwise herein specifically provided, it will not permit or allow the Content to be used in any form, exhibited or transmitted by any other party.
- D. It will not make or authorise or permit any third party to make any copies of the Content save as may be necessary for the proper exercise by the Licensee of the Licensed Rights.

12. COPYRIGHT AND OWNERSHIP OF TRANSMISSION MATERIALS

- A. Subject only to the Licensed Rights hereby granted, the Licensee hereby assigns to the Licensor the full copyright in and to any version(s) of the Content in the language created by the Licensee hereunder for the full period or periods (including any and all extensions or renewals) thereof and thereafter (insofar as possible) and agrees that the physical property in the language master videotape(s) of the Programme and any derivative(s) thereof shall upon creation become the absolute and unencumbered property of the Licensor. Within 7 (seven) days after the earlier of the expiry of the Licence Period or its earlier termination as provided for pursuant to Clauses 17 or 18 below and the first transmission of the Content the Licensee shall at its own expense despatch to the Licensor or to such third party as the Licensor may designate such Licensed Language master file(s) and derivative(s) thereof and shall in addition permit the Licensor during the Licence Period full access to such masters for the purpose of manufacturing copies therefrom and shall if requested by the Licensor provide file copies.
- B. The Licensee shall execute and deliver all such acts deeds and instruments as the Licensor may at its own expense from time to time require for the purpose of confirming or further assuring its title to the rights assigned and/or granted or intended to be assigned and/or granted to the Licensor pursuant to this Clause 11.

13. RECORDS

Licensee undertakes and agrees:

- A. to keep proper records relating to the number of Items which have been transmitted;
- B. to permit Licensor or it's duly authorised representatives at all reasonable times and on request to examine such records and take copies and extracts there from.

14. PROMOTIONAL AND COMMERCIAL USE OF MATERIALS

- A. Licensee is not allowed to exploit the Content in any other way than is agreed upon in the License Agreement.
- B. No advertising promotional or display material based on the Content, originated by the Licensee or any sponsor of the Content or such sponsor's advertising agency shall be used without the Licensor's prior written consent.
- C. The Licensee shall not in any event use for the purpose of any commercial tie-in or tie-up the name or likeness of any project, movie or person (actors, actresses, producers directors and or supporting players and the like) appearing in or connected with the Content.
- D. The Licensee shall comply with all the Licensor's instructions with respect to any damage control if any rights are violated and shall indemnify the Licensor against any damage or expense (including reasonable attorney's fees) that the Licensor may suffer or incur by reason of the Licensee's failure to observe such instructions.

15. TAXES

The Licensee shall bear without any deduction from the Licence Fee all taxes now or hereafter in effect that are or may be (i) imposed or based upon the Licensee's exhibition possession or use of the Content and/or the copies thereof supplied or made hereunder or upon the grant of the Licensed Rights or the exercise of the Licensed Rights or (ii) computed by reference to the Licence Fee(s) however determined paid or payable hereunder and it is agreed that:

- A. The word "taxes" as herein used shall include without limitation taxes fees, assessment charges, imposts duties, levies and excises, whether designated as withholding sales gross income, gross receipts, personal property storage use, consumption licensing, compensating excise privilege taxes or otherwise howsoever.



- B. To the extent that such taxes are paid or borne by the Licensor the Licensee shall reimburse the Licensor therefor on demand and upon its failure to do so the Licensor shall have all the remedies herein provided for in respect of the collection of non-payment of the Licence Fee (or any part thereof) in addition to whatever other remedies it may have by law.

16. EXCHANGE CONTROL RESTRICTIONS

- A. If by reason of any laws or currency regulations in force within the Territory, the Licensee shall be prohibited or restricted from making payment of the Licence Fee or any part thereof or of any other monies payable to the Licensor hereunder at the time when the same are due and payable to the Licensor, the Licensee shall immediately advise the Licensor in writing. The Licensor shall be entitled at its option either (i) by giving notice in writing to the Licensee to terminate this Agreement or (ii) to direct the Licensee to deposit the monies due in a bank account in the Territory to be nominated by the Licensor or to pay the same promptly to such person in the Territory as the Licensee may nominate.
- B. In the event that any sums are required by the Governments or other fiscal authorities in the Territory to be deducted from the Licence Fee or any other monies payable to the Licensor hereunder the Licensee shall be entitled to deduct from payments due to the Licensor hereunder only those sums actually paid to the Governments or other authorities referred to above and subject always to a reimbursement of the Licensor as provided for pursuant to Clause 15 above. The Licensee shall use its best endeavours to minimise (by lawful means only) the amount of such deductions and in respect of all such sums deducted by the Licensee, the Licensee shall provide to the Licensor all applicable certificates of deduction.

17. SUBSTITUTION

If the Licensor's right to grant the Licensed Rights with respect to the Content is successfully challenged by any third party the Licensor may by mutual agreement with the Licensee substitute the Content that it deems to be equivalent failing which the Licensor may terminate this Agreement with respect to the Content and if the Licensor so elects to terminate:

- A. The Licence Fee shall cease to be payable and if and insofar paid shall be returned to the Licensee.
- B. The Licensee shall and does waive all claims for damages or any other remedy that may arise from such termination other than its entitlement to be under no obligation to pay the Licence Fee.

18. LICENSEE'S DEFAULT

- A. If the Licensee fails to make payment of the Licence Fee or any part thereof when due or if it defaults in any of its other obligations hereunder and fails to make payment or to remedy its default within 10 days after written notice from the Licensor or if the Licensee is adjudicated a bankrupt, becomes insolvent or makes an assignment for the benefit of creditors or if a receiver liquidator or trustee is appointed over its assets or affairs the Licensor shall have the right in addition to whatever other remedies it may have by law to terminate this Agreement wholly or in part by written notice to the Licensee in which event the entire unpaid balance (if any) of the Licence Fee and all of the Material Costs shall immediately become due and payable.
- B. Save for Clause 17 above or any breach of this Agreement by the Licensor, termination of this agreement, for whatever cause, shall not cancel any indebtedness of Licensee to Licensor, and in the event of such termination or upon expiration of this agreement all rights granted to Licensee herein shall immediately revert to Licensor.

19. TERMINATION OF THE CONTRACT

If Licensor defaults in timely delivering the materials or if Licensor defaults in the performance of any of its other obligation, undertakings, warranties hereunder, or if at any time a voluntary petition in bankruptcy shall be filed by Licensor, or if at any time an involuntary petition in bankruptcy shall be filed against Licensor and shall not be dismissed within 10 days thereafter, or if Licensor shall take advantage of any insolvency law, or if a receiver or trustee of any of Licensor's property shall be appointed at any time and such appointment shall not be vacated within 10 days thereafter (which events are herein individually called termination event and collectively termination events) then, in addition to any other rights of whatsoever nature Licensee may have at law or in equity, Licensee may terminate this Agreement by giving written notice to Licensor.

Licensee shall give Licensor written notice of its intention to terminate this Agreement by reason of Licensor's default, and Licensor shall have 14 days from the date of such notice to cure such default. If the Licensor fails to cure such default within the notice period, the Licensee shall have the right to terminate the Agreement with immediate effect. In case of termination as a result of Licensor's default, Licensor shall reimburse Licensee all the amounts paid by Licensee under this Agreement, taking into account the rights already exercised by Licensee.

20. FORCE MAJEURE

If the Licensor is delayed in or prevented from making delivery of the Content as herein provided by reason of any act of God, labour difficulties, injunctions, judgments, adverse claims, fire, flood, transportation tie-up, public disaster or any other cause beyond its control or if the Licensee is delayed in or prevented from transmitting the Content as herein provided by reason of any of the aforesaid contingencies neither party shall be liable to the other for the delay or failure so to perform and the term Licence Period shall be deemed extended for a period equal to the duration of the contingency unless such extension shall conflict with any rights in the Content already granted by the Licensor in which case this Agreement shall be terminated forthwith on service of notice in writing upon the Licensee by the Licensor. In the event that such termination shall be by reason of force majeure circumstances affecting the Licensee the Licensee shall upon such termination pay fifty per cent of the Licence Fee to the Licensor however if such termination shall arise by reason of force majeure circumstances affecting the Licensor the Licence Fee shall not be payable and to the extent pre-paid shall be refunded to the Licensee.

21. TERMINATION PROVISIONS

Upon the expiration or other termination of this Agreement the Licensee shall (unless specifically requested by the Licensor in writing to destroy or erase the same in which event the Licensee shall carry out such destruction or erasure within 14 (fourteen) days of the said expiration or termination and shall provide to the Licensor a written certificate of destruction or erasure signed by a principal



officer of the Licensee) deliver to the Licensor at the Licensee's cost all materials supplied by the Licensor to the Licensee hereunder in connection with the Content together with any copies thereof made by the Licensee.

22. LICENSOR'S RIGHTS TO ASSIGN

The Licensor shall have the unfettered right to mortgage, pledge, assign or otherwise to transfer the benefit and burden of this Agreement. The Licensee recognises that lenders may be induced to advance sums to the Licensor on the security of this Agreement. Accordingly the Licensee shall if required in writing by the Licensor pay to any charge or assignee all monies due to the Licensor pursuant to this Agreement without offset deduction counterclaim or credit for any claim that the Licensee may have or assert against the Licensor.

23. NO ASSIGNMENT BY LICENSEE

This Licence shall not be assigned by the Licensee to any other third party without the Licensor's written consent nor shall it be assignable by operation of law insofar as the Licensee is concerned.

24. GENERAL PROVISIONS

- A. This Agreement shall not be modified varied or waived in whole or in part except in writing signed by both parties.
- B. A waiver by either party of any breach or default by the other party shall not operate or be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.
- C. Any notices given or required to be given hereunder shall be in writing and shall be sent by fax or by recorded or registered post to the parties at their respective addresses shown overleaf and shall be deemed to have been delivered five days after the date of posting thereof if posted or when the proof of transmission is received if sent by fax.
- D. These General Terms and Conditions together with the License Agreement, the Description of the Content) and the Payment Schedule is complete and embraces the entire understanding of the parties at the date hereof relating to the subject matter hereof, and any amendments, changes or modifications shall have legal effect only if made in writing and signed by both Parties.
- E. The clause headings in this Agreement are for information only and do not form part of this Agreement.