

Updated 21st September 2011

7DIGITAL PUBLIC API TERMS AND CONDITIONS

This Agreement governs the way that you (whether as an individual, entity or legal representative) are permitted to access 7 Data (as defined below) via the 7 API. By accessing the 7 API you represent and warrant that you have read, understand, and have the legal capacity to accept all the terms and conditions of this Agreement, and agree to be legally bound by this Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to do so. Your only remedy if you are no longer able to abide by these terms and conditions as they may be updated from time to time is to stop using the 7 API.

The 7 API, 7 Data and 7 Site are owned by 7digital. Any license granted to you herein is licensed on a revocable, non-exclusive, non sub-licensable, basis. This Agreement defines legal use of the 7 API, all updates, revisions, substitutions, and is binding from the date you begin accessing the 7 API. All rights not expressly granted to you are reserved by 7digital.

THE PARTIES HAVE AGREED AS FOLLOWS

1. Definitions

In this Agreement the following terms shall have the following meanings;

"7 API" means the application programming interface that supports requests for 7digital's web services from third party computer programs;

"7 Assets" means the 7 API, 7 Data, 7 Site and any other property of any kind owned or controlled by 7digital;

"7digital" means 7digital Limited, a company incorporated under the laws of England and Wales whose registered office is at Unit F Lower Ground Floor, 5-25 Scrutton Street, London EC2A 4HJ (registered number 4843573);

"7 Data" means any data, images, text, content, documentation and other information or materials made available to the Company by 7digital through the 7 API; content may include but is not limited to audio, video, photo, metadata or advertising;

"7 Licensors" means the entities which license content and associated rights and materials to 7digital.

"7 Site" means the 7digital websites, all sub-domains thereof and related properties, the url of which is www.7digital.com;

"Application" means the music application or website which is owned, operated and distributed to Users by the Company via the internet and includes the Integrated Store;

“Company” means you (or the legal entity you represent during the course of employment or engagement by that entity);

“Confidential Information” means all technical and non-technical documentation or information of a confidential nature (whether written, oral or in electronic form) of either party, including, but not limited to, data, patents, copyrights, trade secrets and proprietary information, techniques, ideas, principles, concepts, inventions, know-how and processes, apparatus, equipment, algorithms, software programs, software source documents and/or formulae;

“Effective Date” means the date on which you accept and agree to the terms of this Agreement;

“Intellectual Property Rights” means any and all vested, contingent and future intellectual property rights of whatever nature including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, design right and all similar property rights in any part of the world including those subsisting in inventions, drawings, designs, computer programs, confidential information, goodwill and applications for protection of any of the above rights and all accrued rights of action and all other rights of whatever nature in relation to all media and throughout the world by virtue of or pursuant to any of the laws in force in each and every part of the world;

“Integrated Store” means the Company’s online and/or mobile marketplace for the download of digital music files in the MP3 format which uses the 7 API to retrieve such music files and is integrated into the Application;

“Preview” means an abbreviated version of a audio file made available through the Application in response to an on-demand request from a User intended to directly promote (via a “buy” link) the sale of digital products whose duration shall be at the discretion of 7digital or the copyright owner of the sound recording;

“Services” means the access to the 7 API which is to be licensed to the Company by 7digital in order to facilitate the development and maintenance of the Integrated Store together with additional support services provided by 7digital in accordance with the terms of this Agreement (if applicable);

“Term” means the period commencing on the Effective Date during which the Services shall be supplied to the Company by 7digital and which shall continue until terminated in accordance with the terms of this Agreement;

“Territory” means those territories in which the Company is permitted to operate the Integrated Store.

“User” means a user of the Application;

“User Terms and Conditions” means the 7digital terms and conditions which are located at www.7digital.com/termsandconditions and which must be displayed on the Integrated Store. All Users must accept and agree to these terms and conditions prior to receiving any content provided through the 7 API; and

“Voucher” means a voucher, which is provided to an individual in conjunction with another product and

which has a limited number of credits (equivalent to a cash amount) and a unique identification code to enable a user to redeem the voucher against a limited number of music downloads.

2. CONDITIONS OF USE

- 2.1. Pursuant to the terms of this Agreement, the Company may access the 7 Data via the 7 API. The Company acknowledges and agrees that 7digital may stop providing the 7 Data or 7 API to the Company (and by extension to any users of Application) in accordance with the termination provisions of this Agreement, at 7digital's sole discretion without any liability. The Application must not at any time violate any policy or technical specification of the 7 API. All rights in and to 7 Data (including all copyright and database rights) remain vested in 7digital.
- 2.2. 7digital will provide the Company with an API key from time to time to access and use the 7 API. The Company may only use the 7 API in conjunction with the most recent user authentication key and documentation provided to the Company by 7digital. The Company must not gather any data from 7digital in any other way. 7digital may provide updated documentation via its developer site <http://developer.7digital.net/>. It is your responsibility to understand and comply with any new requirements as documented. 7digital is under no obligation to support old versions of the 7 API.
- 2.3. The Company agrees that it will not share any unique identifier, electronic key, password, user names or any other registration information with any third party and will at all time comply with all applicable data protection laws in the jurisdiction where it operates.
- 2.4. When making use of the 7 Data the Company must at all times comply with all local and international laws and regulations, including: (a) all applicable intellectual property and data protection laws; (b) generally accepted practices or guidelines in any relevant jurisdiction; and (c) determine any authorisations that may be required and obtain all necessary licences and permissions, provided however, that 7digital is responsible for acquiring necessary licenses from content owners for audio content made available to Users.
- 2.5. The Company must not transmit, export, transfer, divert or send any 7 Data to any country without obtaining all necessary consents or authorisations required under any applicable law or regulation in such country.
- 2.6. The Company agrees to use one of the buttons saying "powered by 7digital" from the page located at <http://www.7digital.com/business/resources/> such button to link back to 7digital. 7digital grants to the Company a non-exclusive, non-transferable, non sub-licensable, royalty-free licence which is revocable upon termination of this Agreement, to use, reproduce and transmit any 7digital names, logos, trademarks and service marks solely in connection with the Application. The Company will also host hyperlink(s) to www.7digital.com or any 7digital product pages on the Company website (the "Link"). 7digital and the Company will agree a suitable integration plan for the Link
- 2.7. All button/link placements are subject to approval by 7digital and 7digital can suggest the use of a button/link of its choice for the Company to use if 7digital deems necessary.

- 2.8. The Company agrees not to generate or contribute to the generation of artificial traffic which is any click on the Link not preceded by an active act of an internet user who wants to reach the 7digital website. This includes but is not limited to clicks which may originate from automatic openings, spiders, robots, requests in e-mail or chat rooms, script generators, and clicks which are not generated by a browser.
- 2.9. The Company agrees to notify 7digital immediately of any known or suspected improper or wrongful use of the Link.
- 2.10. The Company agrees to implement and comply with standards of privacy and confidentiality for the use and sharing of any 7 Data which, at a minimum, are as stringent as the standards set out in the 7digital privacy policy found on the 7 Site as amended by 7digital from time to time.
- 2.11. Company will provide any information and/or other materials related to its Applications reasonably requested by 7digital from time to time to verify compliance with this Agreement. Company acknowledges and agrees that 7digital may use technical measures to track Company's use of the 7digital Data to ensure compliance with this Agreement. Company will not seek to block or otherwise interfere with such monitoring.
- 2.12. The Company agrees not to access (or attempt to access) the 7 API by any means other than through the interface provided by 7digital, unless specifically allowed to do so in a separate written agreement with 7digital covering those services. The Company agrees that it will not engage in any activity that interferes with or disrupts the 7 Assets (or the servers and networks which are connected to same).
- 2.13. Unless The Company has been specifically permitted to do so in a separate written agreement with 7digital, the Company shall not:
- a) sell or commercially exploit access to any 7 Asset;
 - b) reproduce, duplicate, copy, store, cache (other than for reasons of performance), sell, trade or resell a 7 Asset for any purpose; or
 - c) use the 7 Assets in any way that 7digital finds, in its sole discretion, (i) to have a purpose competitive to 7digital, or (ii) to be prejudicial to the reputation of 7digital.
- 2.14. The Company understands and agrees that its use of the 7 API may cause it to interact with products, content or services not operated or controlled by 7digital, and that 7digital does not represent or endorse, and is not responsible for the safety, quality, accuracy, reliability, integrity or legality, of any such products, services or content displayed or distributed in connection with the same.
- 2.15. The Company shall not (and may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software of the 7 API or any part thereof, except to the limited extent such restrictions are expressly prohibited by applicable law, or unless otherwise expressly authorised by 7digital in writing.

- 2.16. The Company shall not interfere or attempt to interfere in any manner with the proper workings of the 7 API, and shall not remove, alter, cover, obfuscate, and/or otherwise interfere with any 7 Asset, including without limitation any advertising content and/or metadata or other information included in connection therewith, and shall not create or distribute any Application that adversely affects the functionality or performance of the 7 Assets. The Company's duty not to interfere shall include, but not be limited to, the duty to respect all geographically based Internet Protocol ("IP") restrictions, if any, required by 7digital. Any implementation of the 7 API that circumvents or renders ineffective such IP restrictions, including blocking, cloaking or modifying any IP address, is expressly prohibited. The Company will be fully liable for any consequences (whether or not foreseeable) of any breach of licensing and/or territorial data provided by 7digital.
- 2.17. 7digital may, in its sole and absolute discretion, set a streaming, implementation or other usage limitation on your usage of the 7digital API. The Company shall not attempt to exceed automated usage restrictions. The Company shall not attempt to aggregate your use or representation of accounts for the purpose of manipulating usage limitations.

3. INTELLECTUAL PROPERTY

- 3.1. 7digital respects intellectual property rights, and requires its partners to do the same. The 7 Data is the property of 7digital or 7 Licensors and is protected by intellectual property rights (including but not limited to copyright). The Company may not use the 7 Assets in any manner not covered by this Agreement. The Company shall not under any circumstances use the 7 Data for the purpose of, or in conjunction with, the unauthorised exploitation of 7digital's Intellectual Property Rights or for any other purpose which encourages, supports or is in any way associated with unauthorised exploitation.
- 3.2. The Company will obtain no rights in any of the software, programming or other tools used by 7digital to provide the Services under this Agreement.
- 3.3. The Company agrees that it will not (and will not allow third parties to) remove, obscure, or alter 7digital's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through 7 Data or the 7 API.
- 3.4. Unless 7digital has given the Company specific written permission to do so, the Company may not assign (or grant a sublicense of), grant a security interest in or over, or otherwise transfer any part of its rights under this agreement. Neither the Company nor its employees, agents or contractors acquire any Intellectual Property Rights under this Agreement except for the licenses expressly set forth herein. There are no implied licenses under this Agreement and any rights not expressly granted to the Company hereunder are reserved by 7digital. As between the parties, 7digital retains and owns all right, title and interest in and to the 7 API and all derivatives, enhancements and modifications thereof and the Company hereby agrees to make all assignments necessary to accomplish the foregoing.
- 3.5. Except as expressly set forth below this Agreement does not grant you any rights to any 7digital trademarks. You are granted a limited, non-exclusive, non-transferable, non-sub licensable and

revocable license to display 7digital trademarks (the “Marks”) in connection with your Application. You must comply with the 7digital Brand Guidelines that can be downloaded from <http://www.7digital.com/business/resources/>.

- 3.6. 7digital is the worldwide owner of the Marks (whether registered or unregistered) and retains all right, title and interest in and to the Marks. If any goodwill in the Marks accrues to you, you irrevocably assign and will assign to 7digital any right, title and interest that you obtain in any of Marks. You agree not to:
- a) copy or use the Marks in any way not authorised by 7digital in writing;
 - b) challenge or assist others to challenge the validity of the Marks or attempt to register similar trademarks, service marks, logos or trade names confusingly similar to the Marks;
 - c) alter the Marks in any way at any time (for example, changing colour or size) without 7digital's prior written permission;
 - d) display the Marks on, or associate Marks with, any adult or illegal content; and
 - e) represent that 7digital endorses, sponsors or is connected to your use of the 7digital Data, other than to inform third parties that the 7digital Data originated from 7digital.
- 3.7. 7digital reserves the right to withdraw its consent for you to use the Marks at any time. Upon withdrawal of consent, you agree to immediately discontinue your use of the Marks.

4. APPLICATION

- 4.1. The Company understands and acknowledges that: (i) 7digital may be independently creating applications and/or other services in parallel with and similar to the Company’s efforts; and (ii) nothing in this Agreement restricts or prevents 7digital from creating and fully exploiting any such applications and/or services.
- 4.2. The Company agrees that 7digital, in its sole discretion, may use the Company’s trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website) for the purpose of advertising or publicising the Company’s use of the 7 API.
- 4.3. The provision of certain 7 Data is subject to third party contracts which are subject to change. In the event that certain content is withdrawn or becomes otherwise ineligible for the Company’s Application, 7digital will notify the Company with instructions to remove ineligible content and Company agrees to comply with such notification within 2 business days. The Company will ensure at all times that 7digital has up to date contact details for the person(s) responsible for managing the Application. The Company acknowledges that failure to comply with this clause 4.3 is a material breach of this Agreement and that access to the 7 Assets may be immediately terminated without any liability.

- 4.4. The Application must use current best industry practices for identifying the location of Users. Each request to the 7 API must contain the accurate country code of the User such that the 7 API returns the catalogue cleared for the territory of the User. Users may only purchase content in the Territory in which they are permanently resided. The Company may not market or promote its Application to Users outside the Territory. The Company acknowledges and understands that certain aspects of the 7 Data are licensed from third parties in relation to specific territories only and that disregarding territorial restrictions is a material breach of this Agreement.
- 4.5. The Application shall not export any User information that is not provided to the Company directly by the User. The Application shall not display or otherwise provide any User information to any other person or entity without the prior consent of the User whose information is to be displayed or provided. The Application shall not enable a User to be personally identified unless the User has expressly consented to be so identified.
- 4.6. The Company agrees to promote the download services directly to users of the Company website by means of prominent placement of the Link within the Company website as agreed in the integration plan.
- 4.7. The Company shall not serve any advertising on or through the Application that: (a) contains any software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise materially adversely alters the user experience; and (b) contains any content, work, name, mark, designation, materials, or link that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious.
- 4.8. The Company shall not advertise or promote on or through the Application any entity whose business pertains to: (a) copying, distributing or facilitating, or of knowingly enabling the copying or distribution of, copyrighted material without authorisation (including, but not limited to, any unlawful or unauthorised peer-to-peer sites/programs/services); (b) products or services for tobacco, gambling, pornography, firearms, contraceptives, of a political or religious nature and any other product, service or website that is objectionable in the reasonable judgment of 7digital, as communicated to you by 7digital; or (c) advertisers or websites whose business is to offer or promote used music and/or spoken-word sound recordings in any formats (including, e.g., CDs, vinyl and cassette tapes) or that offer or promote the unauthorised use of lyrics, album cover art or recording artist images or likenesses.
- 4.9. The Company's promotion of its Application must not utilise specific artist, label or product images or trademarks without prior written approval.
- 4.10. The Application may cause Users to interact with content they find objectionable. Any notification of explicit material provided by 7 Licensors must be displayed within the Application. 7digital makes no representation as to the accuracy of such notifications.

- 4.11. Previews may only be used in conjunction with a link to purchase the item made available as a Preview. Playlisting of Previews is not permitted. The Application must not permit Users to store Previews permanently or be used as a ring tone for a mobile device.
- 4.12. The Company may not sell, lease, share, transfer, or sublicense the API or access to the API to any other party than the API key holder. The Company may cache the 7 Data to lighten bandwidth and improve latency, but must not crawl or spider the 7 API or otherwise copy the 7 Data.
- 4.13. The Company shall not without the prior written consent of 7digital and 7 Licensors use any 7digital assets in conjunction with endorsements, advertising, co-branding, product tie-ins, promotion, sponsorship, sponsored links, marketing campaigns of any type whatsoever ("**Promotions**"). It is a material breach of this Agreement to enter into any Promotions without the prior written consent of 7digital.
- 4.14. The Company is not permitted to offer, distribute or generate any Voucher schemes or services or any white label services to any third parties. It is a material breach of this Agreement if the Company carries out any such activities. 7digital can provide quote for a license extension for these purposes on request and will be required to seek approvals from its licensors in each instance.
- 4.15. The Application is subject to review by 7digital for compliance with usability, security and branding standards and compliance with the requirements of 7 Licensors. The Company agrees to cooperate with any such review and 7digital shall not unreasonably delay the launch of the Application without a material reason. The Company must notify 7digital in advance of any material changes to its Application. New functionality may require an additional approval process by 7 Licensors.
- 4.16. Any of 7digital's Licensors may terminate Company's ability to distribute their content through the application at any time in their sole discretion. 7digital may change the recommended retail price ("RRP") of digital products supplied through the 7 API at any time. The content made available through the 7 API is dependent on agreements with 7 Licensors and may change at any time.
- 4.17. User data collected by the Application shall be owned by Company and must comply with the terms of the Company's privacy policy which must be in conformance with all applicable laws and clearly posted within the Application. User data collected by 7digital shall be owned by 7digital.
- 4.18. All Users are bound by 7digital terms and conditions found at www.7digital.com/termsandconditions . These terms must be displayed within the Application and Users must accept them prior to receiving content provided through the Application. The Company may add its own terms and conditions as required. Content distributed to Users through the Application is for personal, non-commercial use only.

5. **WARRANTIES**

- 5.1. Each Party represents and warrants to the other Party that: (a) it has the full power and authority to enter into and to perform this Agreement and that the person executing this Agreement on behalf of

the Party is authorized to do so; (b) the execution and performance of the obligations and duties of this Agreement by either Party will not violate any agreement to which the other Party is a party or by which it is otherwise bound; and (c) any and all activities undertaken by it in connection with this Agreement will be performed in compliance with applicable laws, rules, and regulations.

5.2. The Company further warrants and represents to 7digital that:

- a) The Application and any website or service that hosts, links to, or otherwise incorporates or uses the Application will comply with all applicable laws and regulations (including, without limitation, those relating to data protection, privacy, intellectual property, gambling, consumer protection, defamation and obscenity);
- b) The Application will not violate or infringe the rights of any third party, including intellectual property rights or rights of privacy;
- c) All User data collected via the Application will be protected in accordance with best industry standards and will not be transmitted outside the Territory of the User without gaining their prior consent;
- d) The Application will conform with the requirements in Section 4 above or as elsewhere described in these terms;
- e) It will not use the 7 Data for any purpose that is fraudulent, misleading, illegal or otherwise than as permitted by this Agreement;
- f) It will not use the 7 Data in any way that is libellous or defamatory of third parties, or is obscene, malicious or discriminatory in any way, including but not limited to race, disability, sex, sexual orientation or religion and the Application shall not contain any pornographic, hate-related, violent, or illegal content;
- g) It will not use the 7 Data in any way or on any website that is associated or promotes, encourages, facilitates or condones the illegal or unauthorised use or sharing of audio and/or audiovisual content;
- h) It will not interfere or attempt to interfere with the operation or running of the 7 Site with any virus, worm, Trojan horse, adware, spyware or any other form of malicious code or software;
- i) It has read, understood, and has the legal capacity to accept all the terms and conditions of this Agreement, and agrees to be legally bound by this Agreement. If the Company is accepting on behalf of an employer or another entity, the Company represents and warrants that it has full legal authority to do so; and

6. **WARRANTY DISCLAIMER**

7digital explicitly disclaims any warranty of the 7 Assets. Your use of any of them is at your own discretion and risk. You assume full responsibility for any harm or damage to your computer or systems or loss of data howsoever arising from your use of 7 Assets. The 7 Assets are provided “as-is” without any warranty, express or implied of any kind. 7digital does not represent or warrant that the 7 Assets are free of inaccuracies, errors, defects or bugs or that they have been tested for such in any way. Access to the 7 Assets is not guaranteed and may be subject to interruptions. 7digital makes no warranty as to merchantability, fitness for a particular purpose and/or non-infringement. Further, no such warranties or related warranties are implied and none may be inferred.

7. AGREEMENT TO HOLD HARMLESS AND INDEMNIFY

To the maximum extent permitted by law, you agree to hold harmless and indemnify 7digital and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third party claim arising from or in any way related to your use of the 7 Assets, the Application or User actions including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. 7digital shall use good faith efforts to provide you with written notice of such claim, suit or action. You hereby release and waive all claims against 7digital, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of 7 Assets.

8. LIMITATION OF LIABILITY

8.1. Nothing in this Agreement shall limit either Party's liability for death or personal injury caused by the negligence of its officers, employees or agents or for fraudulent misrepresentation or fraud, or any other liability that cannot be limited or excluded by applicable law.

8.2. To the extent permitted by applicable law, 7digital shall not be liable to the Company for any losses of any kind arising under this Agreement, including but not limited to: (i) any loss of profits, business, contract, anticipated savings, goodwill, or revenue; or (ii) any loss or corruption of data; or (iii) consequential loss or damage arising directly or indirectly.

9. TERMINATION

9.1. The Company may stop accessing the 7 Data at any time.

9.2. 7digital may terminate this Agreement immediately if the Company is in breach of any material obligation or warranty under this Agreement without liability.

9.3. Upon termination, the Company must delete any 7digital materials in its possession and cease utilising the 7 Assets for any purpose. No fees paid to 7digital in connection with this Agreement will be refunded for any reason.

10. ASSIGNMENT

The Company shall not assign its rights under this Agreement either in whole or in part without the prior written consent of 7digital. Any attempted assignment or delegation without consent where consent is required will be void. 7digital shall have the right to assign this Agreement in whole or part. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.

11. NOTICES

11.1. Any notice required or permitted to be given by the Company under this Agreement may be given by email, by first class mail or delivered to the following address:

Business Affairs Manager
7digital
Unit F Lower Ground Floor
Zetland House
5-25 Scrutton Street
London, EC2A 4HJ
legal@7digital.com

11.2. Notice will be deemed given:

- (a) at the time when the same is left at the addressee's address;
- (b) on the 2nd customary working day in the addressee's country after the same will have been properly posted;
- (c) in the case of email, the same day as the email transmission if sent before 5.00pm on a working day, otherwise on the next working day, provided that the sender of the email has received a delivery receipt from the recipient.

12. GENERAL

12.1. Nothing in this Agreement shall be construed as constituting a partnership, joint venture or relationship of employer and employee between the parties.

12.2. Each of 7digital's licensors, affiliates, technology providers, and third party advertisers are express and intended third party beneficiaries of this Agreement and may enforce any of its terms and exercise any of the rights to the same extent as 7digital and will be entitled to directly enforce and rely upon any provision of this Agreement that confers a benefit on (or rights in favour of) them. Other than this, no other person or company will be a third party beneficiary to this Agreement.

12.3. This Agreement and all exhibits and schedules attached hereto constitute the entire agreement and understanding between the Parties with regard to the subject matter hereof, and supersedes all prior

or contemporaneous oral or written agreements and representations between the Parties. Any amendment, modification or alteration of this Agreement must be in writing and signed by the duly authorised representatives of the Parties.

- 12.4. Each Party shall not disclose any Confidential Information including these deal terms to any third party unless it is or becomes public knowledge (otherwise than through breach of this paragraph) or if disclosure of that information is compelled by law, judicial decree or stock exchange regulations.
- 12.5. This Agreement will be interpreted in accordance with English Law. If any dispute arises out of this Agreement the Parties will attempt to settle it by mediation in accordance with the Model Mediation Procedure of the Centre for Dispute Resolution ('CEDR') or such other mediation procedure as the parties may agree in writing. Should any dispute remain unresolved after such mediation procedure, the parties agree that the courts of England will have exclusive jurisdiction to decide any matter relating to the enforcement or construction of this Agreement.
- 12.6. If any clause of this Agreement is deemed unenforceable or invalid, the parties agree to negotiate in good faith to re-draft an enforceable replacement clause that meets the parties' original intentions as closely as possible.