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4. **Credit to Licensor.** Licensor shall receive appropriate credit for the Licensed Work(s) in any work in which the Licensed Work(s) appear or are otherwise used. Licensee shall have the right to use Licensor's name, "The Rome Foundation", in connection with Licensee's use of the Licensed Work(s).
5. **Payment of License Fees/Translation Fees.** Licensee shall pay to Licensor the applicable License Fee and/or Translation Fee for use of the Licensed Work(s). The License Fee and/or Translation Fee shall be due payable to Licensor at the address in Section 11 upon invoice by Licensor.
6. **Ownership Acknowledgment.** Licensee acknowledges and confirms that all copyrights in and to the Licensed Work(s), in whatever media, version or form, shall belong exclusively, irrevocably and throughout the world to Licensor, and Licensee agrees that it will not attack or challenge such ownership rights in any manner whatsoever.

7. **Assignment.** Any assignment by Licensee of its rights under this Agreement shall be subject to the prior written consent of Licensor, which shall not be unreasonably withheld but which may require additional license fees to be paid to Licensor as a precondition to any such consent. Licensor shall have the right to sell or transfer its right to receive the License Fee under the Agreement to any party at any time. This Agreement shall be binding upon and inure to the benefit of Licensee and Licensor and their respective successors and assigns.

8. **Representations and Warranties/Indemnification.**

- a. Representations and Warranties. Licensor hereby represents that it possesses the right, power, and authority to execute, perform, and deliver its obligations under this Agreement, and that the Licensed Work(s) are original and do not infringe the intellectual property rights of any third party, or otherwise violate or infringe any rights whatsoever of any third party, including without limitation any rights of privacy or publicity.
- b. Indemnification. Licensor shall indemnify and hold harmless Licensee, its affiliates, subsidiaries, licensees, and assigns, and their respective officers and employees, from and against any and all claims, charges, costs, causes of action, judgments, or liabilities (including, without limitation, attorneys' fees) that may arise as the result of or in connection with a breach or alleged breach by Licensor of its representations, warranties, or obligations hereunder. Licensee shall indemnify and hold harmless Licensor, its affiliates, subsidiaries, licensees, and assigns, and their respective officers and employees, from and against any and all claims, charges, costs, causes of action, judgments, or liabilities (including, without limitation, attorneys' fees) that may arise as the result of or in connection with (i) a breach or alleged breach by Licensee of its representations, warranties, or obligations hereunder, (ii) an unauthorized use of the Licensed Work(s) or (iii) any derivative work created by Licensee except to the extent the third party claim asserts rights in the Licensed Work(s).

9. **Term and Termination.**

- a. Term. The License granted herein shall be for the Initial Term herein defined. Licensee shall have the option to renew this Agreement, including the License granted herein, upon the same terms stated herein, including the License Fee, for an additional period equal to the duration of the Initial Term (the "Renewal Term"; together with the Initial Term, the "Term") by providing written notice to Licensor of its intention to renew the Agreement no less than one month prior to the end of the Initial Term.
- b. Termination. In the event that Licensee fails in a material manner to fulfill any of the terms and conditions of this Agreement, Licensor shall have the right, upon written notice to Licensee detailing the claimed breach(es), to terminate this Agreement, such notice being effective thirty (30) days after having been given and if such breach has not (in the sole discretion of Licensor) been fully cured during such thirty (30) day period. If

the event that this Agreement is terminated pursuant to this Section 9(b) and due to Licensee's uncured material breach of this Agreement, the License Fee shall not be refunded in full or in part.

- c. Effect of Termination. Upon the expiration or termination of this Agreement, all of the rights of Licensee under this Agreement shall terminate and Licensee shall immediately discontinue all use of the Licensed Work(s). Termination of this Agreement pursuant to the terms and conditions hereof shall be without prejudice to the terminating party's other rights and remedies at law or in equity.

10. **Protection of Licensed Work(s).** Each Party shall promptly notify the other of any actual or threatened infringement of the Licensed Work(s). Licensor shall have the first right to institute legal proceedings at its own expense against such actual or threatened infringement, but if Licensor should decide not to pursue legal proceedings, it shall duly notify Licensee, which shall then have the right to institute such proceedings at Licensee's own expense. Regardless of which Party brings suit, Licensor and Licensee shall cooperate with one another in the event such proceedings against third party infringers are brought.

11. **Notices.** All notices and other communications required or permitted under this Agreement shall be made as follows:

If to Licensor:

The Rome Foundation, Inc.

P.O. Box 6524

Raleigh, North Carolina 27628

U.S.A.

Facsimile: 919-900-7646

If to Licensee, at the address written above.

All notices or other communications shall be made by express overnight mail or courier service, or via facsimile so long as confirmation of receipt is obtained and a copy is placed in regular mail for delivery by the U.S. Postal Service the same day facsimile transmission occurs and confirmation is received. Either Party may change its address for service of notices and other communications by providing written notice of such change of address pursuant to the terms of this Section 11.

12. **Disclaimers and Limitations of Liability.** THE LICENSED WORK(S) AND ALL INFORMATION, CONTENT, AND MATERIALS INCLUDED IN THE LICENSED WORK(S) AND ALL INFORMATION, CONTENT, AND MATERIALS INCLUDED IN THE LICENSED WORK(S) ARE PROVIDED BY LICENSOR ON AN "AS IS" BASIS. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, ACCURACY, TIMELINESS, OR RELIABILITY OF THE INFORMATION, CONTENT OR MATERIALS INCLUDED IN OR OTHERWISE MADE AVAILABLE IN THE LICENSED WORK(S). LICENSOR IS NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, COSTS, EXPENSES, LEGAL FEES, OR LOSSES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST INCOME, OR

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13. **Dispute Resolution.** This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina, U.S.A. All claims, actions, proceedings and disputes arising out of this agreement shall be commenced exclusively in Raleigh, North Carolina, U.S.A., and all parties consent to personal jurisdiction in Raleigh, North Carolina, U.S.A.
- a. Good Faith Negotiation .The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship. Party-principals agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives Notice (defined below) of the particular issue to begin these negotiations and 15 business days from the Notice date to complete these negotiations concerning the Dispute.
 - b. Mediation. If the negotiations do not take place within the time provided in Section 13(A) above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Parties agree to mediate any Dispute. The parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of JAMS International, and to try in good faith to settle the dispute by mediation before resorting to other dispute resolution procedures. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a local JAMS office to be designated by JAMS headquarters. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have thirty (30) calendar days within which to commence the first mediation session following the conclusion of the good faith negotiations to resolve the dispute. The Parties agree that any mediated settlement agreement may be converted to an

arbitration award or judgment (or both) and enforced according to the governing rules of civil procedure, Sections 304, 207 or 9 of the Federal Arbitration Act, the New York Convention, the Panama Convention, and other available enforcement mechanisms including multilateral treaties, bilateral Friendship, Commerce and Navigation treaties and traditional principles of comity among nations. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship.

- c. Arbitration. If mediation does not take place within the time provided in Section 13(B) above, or if mediation does not conclude with a mediated settlement agreement, the Parties agree that the Dispute shall be settled and determined by arbitration in New York City before a panel of three (3) arbitrators pursuant to the International Arbitration Rules offered by the American Arbitration Association in conjunction with the International Center for Dispute Resolution. The parties agree to impose a time limit of six (6) months on any such arbitration proceeding, as measured from the date of the first claimant's first filing. The parties agree that the arbitrators shall have the power to award forms of relief including but not limited to damages, injunctive relief, preliminary injunctive relief, temporary restraining orders, and reasonable attorneys' fees and expenses to any party in such arbitration. Anything to the contrary herein notwithstanding, a temporary restraining order or injunction may be obtained by Licensor or Licensee from a court of appropriate jurisdiction pending the determination of any controversy pursuant to this arbitration provision.

14. Miscellaneous.

- a. This Agreement contains the entire agreement and understanding between the parties. There are no covenants, representations, or warranties not herein expressly set forth. This Agreement may not be changed, modified or amended except by the written agreement of the parties.
- b. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by Licensor or Licensee in exercising any right or remedy under this Agreement or by law, or in requiring strict observance or performance of any provision of this Agreement, shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- c. This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of association, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any

obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect.

- d. Should there be any conflict between any provision of this Agreement and any present or future law (statutory or common law), contrary to which the Parties have no legal or enforceable right to contract, the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements, and the other provisions of this Agreement shall not be affected but shall remain in full force and effect.
- e. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. The Agreement may be transmitted by electronic means in PDF format, and reproductions of signatures by electronic means in PDF format, or by facsimile, will be treated as binding as if original.
- f. The Parties warrant that the individual whose signature appears below has been duly authorized to sign this Agreement and to bind each Party thereto.