

Vita Nuova Commercial Developer Licence

2 November 2019

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3. Termination for breach

3.1. This LICENCE is effective until terminated. Without prejudice to any other rights, VITA NUOVA has the option to terminate this LICENCE by written notice if YOU fail to comply with any term or condition of this LICENCE. Further, YOU agree upon any termination of this LICENCE to cease to use the LICENSED SOFTWARE in any manner whatsoever and to certify in writing to VITA NUOVA that YOU have done so.

4. Ownership

4.1. The LICENSED SOFTWARE is protected by copyright law and international treaty provisions. YOU acknowledge that all rights, title and interest (including but without limitation all intellectual property rights) in the LICENSED SOFTWARE will remain the exclusive property of VITA NUOVA or its suppliers, and YOU will not acquire any rights to the LICENSED SOFTWARE other than those expressly set out in this LICENCE. VITA NUOVA and its suppliers reserve all rights not expressly granted to YOU, and no other licences are granted or implied.

4.2. YOU acknowledge that title and ownership of the “Inferno®”, “Styx®”, “Dis®” and “Limbo®” trade marks, including any associated common law rights, rests with VITA NUOVA.

4.3. Subject to Clause 4.1 above, YOU shall own all rights title and interest in any intellectual property rights resulting from YOUR creation of ADAPTATIONS and additions to the LICENSED SOFTWARE.

5. Disclaimer of warranty

Except as otherwise provided by separate written agreement:

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7.1. VITA NUOVA enters into this LICENCE on the basis that YOU are the sole beneficiary of any commercial gain from the use and exploitation of the LICENSED SOFTWARE and ADAPTATIONS under this LICENCE.

7.2. YOU may not assign or transfer (by operation of law or otherwise) this LICENCE or any licences or rights provided by this LICENCE without VITA NUOVA's prior written consent.

8. Choice of Law

8.1. YOU agree that the laws of England shall apply to any dispute arising from this LICENCE. YOU agree for the benefit of VITA NUOVA that the Courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings ("Proceedings"), and to settle any disputes, which may arise out of or in connection with this LICENCE and, for these purposes YOU irrevocably submit to the jurisdiction of the English Courts.

8.2. The submission to the jurisdiction of the English Courts does not limit VITA NUOVA's right to take any Proceedings in any one or more jurisdictions, nor does the taking of Proceedings by VITA NUOVA in any one or more jurisdictions preclude VITA NUOVA taking Proceedings in another jurisdiction if and to the extent permitted by applicable law.

9. Miscellaneous

9.1. This is the entire agreement between YOU and VITA NUOVA which supersedes any prior agreement or understanding whether written or oral relating to the subject matter of this LICENCE.

9.2. YOU will in all YOUR dealings with the LICENSED SOFTWARE and any ADAPTATIONS act as an independent contractor. Nothing in this LICENCE will be construed as creating an agency, partnership, or any other legal association between YOU and VITA NUOVA and YOU will not represent that YOU have any authority to assume or create any obligation express or implied on behalf of VITA NUOVA.

9.3. A person who is not a party to this LICENCE shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this LICENCE provided that a person who is the lawful successor to or permitted assignee of the rights of a party is considered to be a party to this LICENCE. Any right or remedy of a third party which exists or is available apart from the Act is not affected.