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obligation to defend and control the defense of any such licensee claim and to choose counsel for such purpose, provided that the
licensee indemnified party may participate at its own cost and expense.

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claim, as applicable, and such delay impairs the indemnifying party’s ability to defend its rights. no indemnifying party will agree to
any stipulation, admission, or acknowledgment of any fault, guilt, wrongdoing or liability on the part of any indemnified party without
the prior written consent of the applicable indemnified party. no indemnifying party will settle any licensee claim or splash claim,
as applicable, on any indemnified party’s behalf or publicize any settlement without the indemnified party’s prior written consent.

14. choice of law / jurisdiction / attorneys’ fees: this agreement, any claim, controversy or dispute arising under or related to this agreement, the relationship of the parties and the interpretation and enforcement of the rights and
duties of the parties will be governed by the laws of the state of new york, and by titles 15, 17 and 35 of the u.s.c., as amended,
and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in new york, new york, regardless
of conflicts of law principles. this agreement shall not be governed by the united nations convention on contracts for the
international sale of goods, the application of which is expressly disclaimed. the parties hereto confirm that it is their wish that this
agreement as well as any other documents relating hereto, including notices, has been and shall be written in the english language.
in any dispute between splash and you for breach of this agreement the prevailing party shall be entitled to recover its reasonable
attorneys’ fees.

15. confidentiality: during this agreement, one party (“disclosing party”) may provide the other (“receiving party”) with certain pricing, technical, marketing and other confidential information. the receiving party agrees to maintain the
confidentiality of any confidential information shall not use or disclose the same without the prior written consent of disclosing party.
“confidential information” includes any information that is either designated as confidential by disclosing party or that, under the
circumstances surrounding the disclosure, ought in good faith to be treated as confidential.

16. miscellaneous: these license terms, along with the corresponding invoices issued to you by splash, constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and
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you, these license terms shall govern. this agreement shall not be modified except by a written agreement signed by duly
authorized representatives of splash. if either party’s performance of any of its obligations hereunder is delayed by labor dispute,
war, governmental action, acts of terrorism, flood, fire, explosion, other act of nature, the public enemy, or any other matter not
within such party’s reasonable control, then the date for performance shall be extended by the time of such delay. if any provision of
this agreement is found invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable according to
its terms. accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the
extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this agreement as
is possible. this agreement will inure to the benefit of and be binding upon the parties, their successors and assigns, except that
you may not assign or transfer this agreement without the prior written consent of splash.

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