

## Definitions

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"Licensor Content" means those materials and content identified in Exhibit A, as may be amended by the Parties.

"Licensor Logos" means trademarks, trade names, service marks, logotypes, or brand identifiers of Licensor.

### 1. Definitions

1. "Licensor Content" means those materials and content identified in Exhibit A, as may be amended by the Parties.
2. "Licensor Logos" means trademarks, trade names, service marks, logotypes, or brand identifiers of Licensor.

## License

**License Grant.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee:

a non-exclusive, worldwide license to use, modify, reproduce, distribute, display and transmit the Licensor Content in electronic form via the Internet and third party networks (including, without limitation, telephone and wireless networks) in connection with Licensee Properties, and to permit users of the Licensee Properties to download and print the Licensor Content.

a license to modify the Licensor Content which shall be limited to modifying the Licensor Content to fit the format and look and feel of the Licensee Property. Licensor may provide Licensee with written notice of Licensor's objection, for any reasonable cause, to Licensee's display of the Licensor Content to any Licensee Property, unless Licensor has consented to such display in writing. Upon receipt of such notice, Licensee will cease such display within a reasonable period of time.

a right to sublicense any of the rights described in this section.

**Trademark Usage.** Licensor hereby grants the Licensee a limited, non-exclusive, royalty-free license to Licensor Logos during the Term of this Agreement. Such license is granted solely in connection with the Licensee's rights and obligations under this Agreement. All such uses will be in compliance with Licensor's written trademark guidelines as provided by Licensor to the

Licensee from time to time.

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**License Limitations.** The Licensee agrees that it will not in any way suggest or imply by the use of the Licensor Logos that Licensee is affiliated with, endorsed or sponsored by or created in association with Licensor except as agreed by Licensor. Licensee acknowledges that Licensor owns all right, title and interest and to the Licensor Logos. The Licensee agrees not to do anything inconsistent with such ownership and all uses of the Licensor Logos will inure to the benefit of and on behalf of Licensor.

## 2. License

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a non-exclusive, worldwide license to use, modify, reproduce, distribute, display and transmit the Licensor Content in electronic form via the Internet and third party networks (including, without limitation, telephone and wireless networks) in connection with Licensee Properties, and to permit users of the Licensee Properties to download and print the Licensor Content.

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2. a license to modify the Licensor Content which shall be limited to modifying the Licensor Content to fit the format and look and feel of the Licensee Property. Licensor may provide Licensee with written notice of Licensor's objection, for any reasonable cause, to Licensee's display of the Licensor Content to any Licensee Property, unless Licensor has consented to such display in writing. Upon receipt of such notice, Licensee will cease such display within a reasonable period of time.

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**License Limitations.** The Licensee agrees that it will not in any way suggest or imply by the use of the Licensor Logos that Licensee is affiliated with, endorsed or sponsored by or created in association with Licensor except as agreed by Licensor. Licensee acknowledges that Licensor owns all right, title and interest and to the Licensor Logos. The Licensee agrees not to do anything inconsistent with such ownership and all uses of the Licensor Logos will inure to the benefit of and on behalf of Licensor.

## Content

### Content Ownership

**By Licensor.** Licensee acknowledges and agrees that:

as between Licensor and Licensee, Licensor owns all right, title and interest in the Licensor Content and the Licensor Logos;

nothing in this Agreement shall confer to Licensee any right of ownership in the Licensor Content or the Licensor Logos; and

Licensee shall not now or in the future contest the validity of the Licensor Logos. No licenses are granted by either party except for those expressly set forth in this Agreement.

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nothing in this Agreement shall confer in Licensor any license or right of ownership in the Licensee property; and

Licensor shall not now or in the future contest the validity of Licensee property. Licensee grants no licenses.

Licensee or its affiliates shall own all derivative works created by Licensee from the Licensor Content, to the extent such is separable from the

## Licensor Content.

**Content Delivery.** During the term of this Agreement, Licensor shall deliver updates of the Licensor Content to Licensee in accordance with the Delivery Specifications set forth in Exhibit B. Licensor also shall provide Licensee with reasonable prior notice of any significant enhancements that generally affect the appearance, updating, delivery or other elements of the Licensor Content, and shall make such enhancements available to Licensee upon commercially reasonable terms.

### **Selection, Format, Design and Updating**

**Content Selection by Licensee.** With respect to the Licensor Content, the Licensee shall have the right to determine, in its reasonable discretion, the Licensor Content it selects to adapt for use on the Licensee's property at any time; provided, however, that the Licensee shall clearly attribute all Licensor Content used on the Licensee properties to Licensor.

**Content Modification by Licensor.** Licensor may modify and update the Licensor Content as such modifications and/or updates are deemed necessary or desirable by Licensor and Licensee shall (to the extent that particular Licensor Content is used by the Licensee) use such Licensor Content as modified or updated.

## **3. Content**

### **Content Ownership**

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Licensor shall not now or in the future contest the validity of Licensee property. Licensee grants no licenses.

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4. Licensor shall not now or in the future contest the validity of Licensee property. Licensee grants no licenses.

1. **Content Delivery.** During the term of this Agreement, Licensor shall deliver updates of the Licensor Content to Licensee in accordance with the Delivery Specifications set forth in Exhibit B. Licensor also shall provide Licensee with reasonable prior notice of any significant enhancements that generally affect the appearance, updating, delivery or other elements of the Licensor Content, and shall make such enhancements available to Licensee upon commercially reasonable terms.

#### **Selection, Format, Design and Updating**

**Content Selection by Licensee.** With respect to the Licensor Content, the Licensee shall have the right to determine, in its reasonable discretion, the Licensor Content it selects to adapt for use on the Licensee's property at any time; provided, however, that the Licensee shall clearly attribute all Licensor Content used on the Licensee properties to Licensor.

**Content Modification by Licensor.** Licensor may modify and update the Licensor Content as such modifications and/or updates are deemed necessary or desirable by Licensor and Licensee shall (to the extent that particular Licensor Content is used by the Licensee) use such Licensor Content as modified or updated.

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or updated.

## Payment and Reporting

**Licensee Fees.** In consideration for the rights granted in the Licensor Content, Licensee hereby agreed to pay Licensor the amounts set forth on Exhibit C of this Agreement. All amounts payable shall be due be due thirty days after the receipt of Licensor's invoice.

**Taxes.** Licensee is responsible for paying any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the Agreement, or use of the Licensor Content.

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## Term and Termination

### Initial Term and Renewals

**Initial Term.** This Agreement will be effective for an initial term of twelve months following the first date of public availability of the Licensor Content within a Licensee property (the "Initial Term").

**Renewal Term.** After the Initial Term, this Agreement will be automatically renewed for successive additional one-year periods ("Renewal Terms"), unless otherwise terminated by either party by giving notice to the other party not less than sixty days prior to the end of a Term. "Term" means the Initial Term and any Renewal Term(s).

**Termination for Cause.** This Agreement may be terminated by either party immediately upon notice if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment for the benefit of its creditors; or (d) breach any of its obligations under this Agreement

in any material respect, which breach is not remedied within thirty days following written notice to such party.

**Effect of Termination.** Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions relating to property rights and confidentiality shall survive any termination or expiration of this Agreement. All revenue sharing ceases with the termination of this Agreement.

### 3. Term and Termination

#### Initial Term and Renewals

**Initial Term.** This Agreement will be effective for an initial term of twelve months following the first date of public availability of the Licensor Content within a Licensee property (the "5 Years").

**Renewal Term.** After the Initial Term, this Agreement will be automatically renewed for successive additional one-year periods ("each Year"), unless otherwise terminated by either party by giving notice to the other party not less than sixty days prior to the end of a Term. "Term" means the Initial Term and any Renewal Term(s).

#### 1. Initial Term and Renewals

1. **Initial Term.** This Agreement will be effective for an initial term of sixty months following the first date of public availability of the Licensor Content within a Licensee property (the "5 Years").

2. **Renewal Term.** After the Initial Term, this Agreement will be automatically renewed for successive additional one-year periods ("Renewal Terms"), unless otherwise terminated by either party by giving notice to the other party not less than sixty days prior to the end of a Term. "Term" means the Initial Term and any Renewal Term(s).

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## **Representations and Warranties.** Each party represents and warrants to the other party that:

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it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

#### **4. Representations and Warranties.** Each party represents and warrants to the other party that:

1. it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
2. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
3. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
4. when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

## **Confidentiality**

**Confidential Information.** The parties acknowledge that each of them may have access to confidential and proprietary information, which relates to the other party's business (the "Confidential Information"). Such information shall be identified as confidential at the time of disclosure. Each party agrees to preserve and protect the confidentiality of the Confidential Information and not to disclose or use any applicable Confidential Information without the prior written consent of the other party.

**Non-Confidential Information.** Any party may disclose to any other party or use any information which is:

already publicly known;

discovered or created independently of any involvement with such party;

otherwise learned through legitimate means other than from such party; or

independently created by the receiving party without reference to the other party's confidential information.

Moreover, any party may disclose any Confidential Information to such party's agents, attorneys and other representatives or any court or competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties hereto. Both parties agree all aspects of this contract are confidential and shall not be disclosed to any third party.

## 5. Confidentiality

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4. independently created by the receiving party without reference to the other party's confidential information.

**6. Public Announcements.** The parties will cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement. Neither party shall make any public announcement regarding the existence or content of this Agreement without the other party's prior written approval and consent, which consent shall not be unreasonably withheld.

## **Certain Obligations of the Parties**

**Licensee Obligations.** The Licensee:

agrees to comply with all legal requirements in connection with the use of the Licensor Content;

agrees that all rights in and to any of the Licensor Content not expressly licensed are reserved to Licensor;

agrees not to sublicense, assign, transfer, pledge, offer as security, or otherwise encumber the Licensor Content or any of the rights granted in this Agreement in any way other than as expressly provided in the Agreement;

agrees not to use any of the Licensor Content in any manner or for any purpose in violation of the terms of this Agreement;

acknowledges and agrees that it shall not at any time during the Term or thereafter (i) challenge the title or any other rights of Licensor or its licensors in or to the Licensor Content or any parts or derivatives or any variations, (ii) contest the validity of the copyrights or other proprietary interests in and to the Licensor Content or (iii) claim any right, title or interest in or to the Licensor Content or any parts or derivatives or variations; and

agrees to use its best efforts to cause sublicensees to comply with the terms of this section.

**Licensor Obligations.** The Licensor:

will provide reasonable on-going assistance to Licensee with regard to technical, administrative and service-oriented issues relating to the utilization, encoding, transmission and maintenance of the Licensor Content, as Licensee may reasonably request. Licensor will use its best efforts to ensure that the Licensor Content is timely, accurate, comprehensive and updated regularly as set forth in this Agreement.

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agrees not to use any of the Licensor Content in any manner or for any purpose in violation of the terms of this Agreement;

acknowledges and agrees that it shall not at any time during the Term or thereafter (i) challenge the title or any other rights of Licensor or its licensors in or to the Licensor Content or any parts or derivatives or any variations, (ii) contest the validity of the copyrights or other proprietary interests in and to the Licensor Content or (iii) claim any right, title or interest in or to the Licensor Content or any parts or derivatives or variations; and

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4. agrees not to use any of the Licensor Content in any manner or for any purpose in violation of the terms of this Agreement;
5. acknowledges and agrees that it shall not at any time during the Term or thereafter (i) challenge the title or any other rights of Licensor or its licensors in or to the Licensor Content or any parts or derivatives or any variations, (ii) contest the validity of the copyrights or other proprietary interests in and to the Licensor Content or (iii) claim any right, title or interest in or to the Licensor Content or any parts or derivatives or variations; and
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## **Indemnification**

**Indemnification by Licensor.** Licensor, at its own expense, will indemnify, defend and hold harmless Licensee, and its affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Licensee or an affiliate based on or arising from a claim that the Licensor Content as delivered to Licensee infringes in any manner any intellectual property right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person.

**Third Party Claims.** A Party entitled to indemnification for a claim shall give the indemnifying party reasonably prompt notice of a claim brought by a third party.

## **8. Indemnification**

1. **Indemnification by Licensor.** Licensor, at its own expense, will indemnify, defend and hold harmless Licensee, and its affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Licensee or an affiliate based on or arising from a claim that the Licensor Content as delivered to Licensee infringes in any manner any intellectual property right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person.
2. **Third Party Claims.** A Party entitled to indemnification for a claim shall give the indemnifying party reasonably prompt notice of a claim brought by a third party.

9. **Limited Liability.** Except as provided in this agreement, under no circumstances shall licensor, licensee, or any affiliate be liable to another party for indirect, incidental, consequential, special or exemplary damages arising from this agreement, even if that party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

## General Provisions

### Notices

**Form of Notice.** All notices, requests, claims, demands and other communications between the parties shall be in writing.

**Method of Notice.** All notices shall be given

by delivery in person

by a nationally recognized next day courier service,

by first class, registered or certified mail, postage prepaid,

by facsimile [or

by electronic mail]

[to the addresses as follows / to the address of the party specified in this Agreement] or such other address as either party may specify in writing.

If to [PARTY A]: Noor Muhammad *Noor Muhammad*  
87 South Western Terrace, MINSTER, ME12 4BR ,United Kingdom

If to [PARTY B]: Heo Wook, Vice *Heo Wook*  
Yeouido, Yeongdeungpo-gu, Seoul , South Korea

**Receipt of Notice.** All notices shall be effective upon receipt by the party to which notice is given, or on the [fifth (5th)] day following mailing, whichever occurs first.

**Assignment.** The parties may not assign this Agreement or any right or obligation of this agreement, by operation of law or otherwise[ without prior written consent of the party[, which shall not be unreasonably withheld] ].

**Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of Korea Communications Commission , without regard to its conflict of laws rules.

**Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

**Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Counterparts.** This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same agreement. [A counterpart may be delivered to or by any party by any means, including by fax [or email]. If a party's signature is transmitted by fax [or in a PDF file by email], the signature on the counterpart creates a valid and binding obligation of the party executing it (or on whose behalf the signature is made) with the same effect as if the fax [or PDF] signature page were an original.]

The Parties have read and understood this Content Licensing Agreement and agree to be bound by its terms.

Noor Muhammad

87 South Western Terrace, MINSTER, ME12 4BR ,United Kingdom

Date: 2016/08/24

Heo Wook, Vice

Yeouido, Yeongdeungpo-gu, Seoul , South Korea

Date: 2016/08/24

## 10. **General Provisions**

### **Notices**

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[to the addresses as follows / to the address of the party specified in this Agreement] or such other address as either party may specify in writing.

If to [PARTY A]: Noor Muhammad *Noor Muhammad*

87 South Western Terrace, MINSTER, ME12 4BR ,United Kingdom

If to [PARTY B]: Heo Wook, Vice *Heo Wook*

Yeouido, Yeongdeungpo-gu, Seoul , South Korea

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87 South Western Terrace, MINSTER, ME12 4BR ,United Kingdom

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Yeouido, Yeongdeungpo-gu, Seoul , South Korea

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87 South Western Terrace, MINSTER, ME12 4BR ,United Kingdom

If to [PARTY B]: Heo Wook, Vice *Heo Wook*

Yeouido, Yeongdeungpo-gu, Seoul , South Korea

7. by electronic mail]

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2. **Assignment.** The parties may not assign this Agreement or any right or obligation of this agreement, by operation of law or otherwise[ without prior written consent of the party[, which shall not be unreasonably withheld] ].

3. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of [GOVERNING LAW STATE], without regard to its conflict of laws rules.

4. **Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

5. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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The Parties have read and understood this Content Licensing Agreement and agree to be bound by its terms.

Noor Muhammad

*/s/ Noor Muhammad*

Date: 2016/08/24

Heo Wook, Vice

*/s/ Heo Wook*

Date: 2016/08/24

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