

# VITA NUOVA COMMERCIAL DEVELOPER LICENCE

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- 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.
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- 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.

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- 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.
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