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5.1 The Licensee fails to pay any amount due under this Agreement within two weeks of the due date.

5.2 The Licensee is in breach of any other term of this Agreement.

5.3 Any of the Licensee's representations shall prove to have been incorrect.

5.4 The Licensee is declared or becomes insolvent or bankrupt, or the Licensee is put into examinership, receivership, administration or liquidation. The Company reserves the right to accept such repudiation on the part of the Licensee and to determine the license Agreement forthwith and to demand the immediate return of all Images in whatever form supplied or held created or produced by the Licensee.

6. Miscellaneous

6.1 The provisions of this Agreement shall be governed by and construed in accordance with the laws of Ireland, whose courts shall be the courts of sole jurisdiction in relation to this Agreement. Notwithstanding the foregoing, the Company shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee.

6.2 This Agreement contains the full and complete understanding between the parties, and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement, and may not be varied except by an instrument in writing signed by all the parties to this Agreement. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be amended only to the extent necessary to make the Agreement enforceable.

6.3 The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.