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6. Choice of Law

6.1 This Agreement will be governed in all respects by the laws of the State of Utah, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from this Agreement or its

enforceability shall be settled by binding arbitration to be held in Orem, Utah. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

6.2 Notwithstanding the foregoing, Licensor 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 in the event that, in the opinion of Licensor, such action is necessary or desirable.

7. Waiver

7.1 No action of Licensor, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

8. Entire Contract

8.1 This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties.

8.2 This license, dated 12/9/02, takes precedence over all previous RubberBall Productions Royalty Free License Agreements.

9. Contact Information

RubberBall Productions

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