

These Terms of Use are by and between Comscore and Client (as such terms are defined herein) and shall become effective on the date accepted, including, if applicable, by executing a written form referencing them or by clicking an acceptance box or button, by which action the acceptor confirms their authority to bind Client to them.

As used herein, “we” or “our” shall mean Comscore, and “you”, “your” or “Client” shall refer to the party entering into this Agreement with Comscore. These Terms of Use and Service Orders, if any, collectively form our “**Master Service Agreement**,” also referred to as the “**Agreement**” or “**MSA**.”

1. Definitions:

“**Affiliate**” means any entity that, directly or indirectly, controls, is controlled by, or is under common control of a party.

“**Comscore**” means comScore, Inc. or the Comscore Affiliate identified in the Service Order.

“**Deliverables**” or “**Syndicated Deliverables**” means, generally, all services, data, reports, or other materials that Comscore or its partners make available to existing or potential customers through its Products or Services.

“**Implementation**” means the implementation (including configuration) of either Comscore tag(s) or any alternative method(s) through which Client agrees to provide data to Comscore.

“**Products**” or “**Services**” means one or more of the products, services or solutions offered by Comscore, as may be detailed in a Service Order, which may include Comscore’s proprietary internal methodological and modeling processes.

2. Services & Service Orders. The Products, Services, or any Deliverables to be provided to you and product-specific terms of use are particularly described in specific orders or other transactional documentation between the parties (“**Service Orders**”). Use of all Products, Services or Deliverables is subject to the terms and conditions contained in this Agreement.

Client and its Affiliates shall be entitled to enter into Service Orders with Comscore or an Affiliate. The parties to that Service Order shall have the rights and obligations of Client and Comscore, as applicable, under these Terms of Use; provided, however, that only the Client Affiliate who is a party to a specific Service Order, as such party is constituted as of the effective date of such Service Order, shall have rights and obligations under such specific Service Order.

3. Fees. Fees invoiced under this Agreement, unless otherwise specified in a Service Order, are immediately due and payable to Comscore. Interest in the amount of 1.5% per month will be charged on all late payments. Client is responsible for all applicable sales, use, excise, transfer, and other transaction taxes related to the Products or Services.

4. Deliverables. The Deliverables and all data contained therein are owned by or licensed to Comscore; except for the license to Client set forth in the Agreement, no transfer is made of any intellectual property or other right associated with the Deliverables or derivatives thereof (including but not limited to:

copyright, trademark, patent, business method and process rights, and database rights).

5. Licenses. Comscore grants Client a non-exclusive, non-assignable and non-transferable (except as permitted under the Assignment Section below) license, during the term of a Service Order, to use the Deliverables set forth in such Service Order for its internal business purposes only; provided, however, that Client may provide the Deliverables to a third party agent that is operating under terms of an applicable written agreement with the Client at least as comprehensive and restrictive as the terms hereof, so long as Client remains responsible for the acts and actions of such third party agent, and then only where the specified use by such third party agent is consistent with and reasonably necessary for Client’s internal business activities. Unless otherwise provided in a Service Order, Client may not (i) sell, resell, license or transfer the Deliverables, including for any type of commercial value or gain whatsoever; (ii) make any unapproved modification to the Deliverables; (iii) publicly disclose or publish any Deliverable in whole or in part except as permitted in the guidelines at <https://www.comscore.com/Insights/Data-Usage-Policy>; (iv) reverse engineer or attempt to reverse engineer the Deliverables, Products or any Comscore system; (v) derive or attempt to derive any personal information from the Deliverables, or otherwise use them for personal attribution or to identify an individual in any manner; (vi) knowingly use the Deliverables in a manner that creates any third party cause of action or liability on the part of Comscore, its Affiliates or licensors; or (vii) unless responding to a subpoena or other valid process, introduce the Deliverables or derivatives thereof as part of an investigation or court proceeding. Client is responsible for ensuring that all use of the Deliverables complies with this license and for seeking advance written permission from Comscore for any use not expressly so authorized.

If Client data is provided to Comscore, then (i) Client hereby grants to Comscore a fully paid-up, perpetual, worldwide license to collect and use the data received through the Implementation, including for models, for research and in its products and services, including for market and advertising research, analytics, transacting and planning purposes (for clarity, Comscore may continue to use Client data after the Termination Date) and (ii) any Implementation shall be Client’s sole responsibility and must be performed in accordance with Comscore’s Implementation instructions. If the Implementation is not properly performed, the Products or Services or Deliverables may be incomplete, show incorrect data, or be unavailable and Comscore shall not be liable for any errors or omissions due to the incorrect Implementation, and shall not be obligated or required to publish the data in reporting, or to rerun any reporting, and shall be permitted to place and release a data note in its reporting if necessitated by

the improper Implementation. Comscore may require Client to remove any Implementation after the end date of the applicable Service Order.

6. Access Credentials. Comscore may issue access credentials or passwords for the Products or Services ("**Credentials**"). Credentials are considered Comscore Confidential Information. Credentials may be issued to Client's personnel only, for their individual use for the purposes contemplated by the Agreement. Credentials may not be transferred or shared without Comscore's approval. Unless specified otherwise in a Service Order, Credentials may not be used to access any Deliverables using a script, macro, program or other form of automation. Comscore reserves the right to require that you update Credentials at any time, for security or related reasons, with 24-hour notice. Credentials expire when your license for the applicable Products or Services terminates.

7. Confidentiality.

a. Each party agrees to take commercially reasonable precautions to protect from disclosure the Confidential Information that it ("**Recipient**") receives from the other ("**Discloser**"). "**Confidential Information**" shall mean information that is disclosed in a manner that would reasonably suggest that the information is confidential, including without limitation unpublished information regarding Comscore's methodologies.

b. Confidential Information shall not include any information that: (i) is, or later rightfully becomes, available to the public; (ii) was in the Recipient's rightful possession prior to receipt of the information from the Discloser; (iii) is later disclosed to the Recipient by a third party who has no obligation of confidentiality; or (iv) is independently developed by the Recipient without the use or benefit of the Confidential Information.

c. The Recipient may disclose Confidential Information to the limited extent required by applicable law, regulation or court order, including without limitation, disclosures or filings with regulatory agencies, such as the United States Securities and Exchange Commission.

d. Neither party will disclose the terms and conditions of this Agreement except as otherwise provided herein.

8. Privacy and Security. Both parties shall comply with any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to the respective party, including those relating to data security, data protection and/or privacy. Client is hereby notified that Comscore processes the Personal Data in the United States of America. Comscore reserves the right to impose reasonable protective measures should such be reasonably believed to be necessary to avoid violating applicable law. Both parties hereby incorporate by reference the terms and conditions of the Data Protection Addendum set out at <https://www.comscore.com/layout/set/popup/Request/Agreements/Data-Protection-Addendum>, as if fully set forth herein. Both parties shall, at a minimum, adhere to the information security requirements set out at <https://www.comscore.com/Request/Agreements/Data-Protection-and-Information-Security-Requirements>. Comscore's commitment to retain historical data shall expire after one year, on a rolling 12-month basis.

9. Warranties.

a. Each party warrants that (i) it has the full power and authority to enter into this Agreement and to perform its obligations contained in this Agreement; and (ii) its entry into, and performance under this Agreement, will not violate any law, statute or regulation or result in a breach of any material agreement or understanding to which it is bound.

b. Comscore warrants that it will prepare the Deliverables using professional care and skill and will use commercially reasonable efforts to correct material defects reported by the Client.

c. IN ALL OTHER ASPECTS THE DELIVERABLES ARE PROVIDED TO CLIENT "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER COMSCORE WAS ADVISED OF CLIENT'S INTENDED APPLICATION OF THE DELIVERABLES.

d. Client represents and warrants that it has sufficient rights to grant the consents and licenses set forth herein and, if applicable, has given all necessary notifications to, and obtained all necessary rights and consents from, any applicable third parties.

e. Client agrees that it will not develop, or assist or engage a third party to develop or assist to develop, any services or products that would compete with the Products or Services.

10. Limitation of Liability. Except for Comscore's confidentiality obligation set forth in the Confidentiality Section above and Comscore's indemnification obligation set forth in the Indemnification Section below, in all other cases, and regardless of the legal theory or claim being brought, Client agrees that its - sole and exclusive remedy against Comscore, its Affiliates and licensors will be limited to: (i) replacement of the portion of the Deliverables containing a material defect; or, if replacement is not commercially reasonable, (ii) repayment of the amounts paid by Client under this Agreement for the portion of the Deliverable containing the material defect.

UNDER NO CIRCUMSTANCE WILL COMSCORE, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (II) LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS ADVANTAGE OR RELATED HARMS, EVEN IF COMSCORE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT EXPRESSLY AGREES THAT THIS LIMITED REMEDY IS REASONABLE AND APPLICABLE TO IT EVEN IF THE DELIVERABLES FAIL IN THEIR ESSENTIAL PURPOSE TO CLIENT.

11. Indemnification. Each party, at its own expense, agrees to indemnify, defend and hold harmless the other (including its Affiliates, licensors, officers, directors, employees, agents, and representatives) from and against any third party claims relating to losses, claims, damages, liabilities, judgments, settlements or costs and expenses, (including reasonable attorneys' fees) associated with, or resulting from the indemnifying party's material breach of this Agreement (including representations and warranties), and any claims by a third party that its intellectual property rights are being infringed, but only where the claim

relates to a parties' authorized use of, or intended conduct under, this Agreement.

a. The foregoing indemnities shall be contingent upon (i) the indemnified party giving prompt written notice to the indemnifying party of any claim, demand or action for which indemnity is sought; (ii) the indemnified party fully cooperating in the defense or settlement of any such claim, demand or action, at the expense of indemnifying party; and (iii) the indemnified party giving the indemnifying party full control over the defense or settlement of any such claim.

b. If Comscore believes or it is determined that any of the Products, Services or Deliverables may infringe a third party's intellectual property rights, Comscore may choose to either modify the Products or Services or Deliverables to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if Comscore determines that these alternatives are not commercially reasonable, Comscore may end the license for, and require return of, the applicable Products or Services or Deliverables and refund any prepaid fees for those which were undelivered, or returned at Comscore's request. Comscore shall have no liability to the extent the alleged infringement arises from (a) alterations to the Products or Services or Deliverables by you or any third party, (b) your failure to use updates or corrections to the Products or Services provided by Comscore, (c) use of the Products or Services or Deliverables in combination with products or data not supplied by Comscore where the claim would not have arisen in the absence of such combination, or (d) use of the Products or Services or Deliverable in a manner not contemplated hereunder.

12. Term & Termination. The term of these Terms of Use shall commence on the Effective Date and remain in effect for 5 years unless earlier terminated as set forth herein (the "**Initial Term**", and together with any Renewal Term, the "**Term**") (the date of termination shall be the "**Termination Date**"), and will automatically renew for successive 1 year terms (each, a "**Renewal Term**") following the expiration of the Initial Term unless either party notifies the other party in writing at least 90 days before the completion of the Initial Term or Renewal Term, as applicable, that it will not renew these Terms of Use; provided, however, that these Terms of Use shall be deemed to continue in effect until the end date of any outstanding Service Orders.

Upon a material breach, and after the breaching party has been given 30 days' written notice and a reasonable opportunity to cure such breach, the non-breaching party may terminate these Terms of Use or the applicable Service Order(s) for cause if no cure is affected within this period. For avoidance of doubt, breach by the Client does not relieve its obligations of payment. Service Orders shall terminate or expire by their own terms, and for clarity, where a Service Order is terminated for breach of that Service Order, the Agreement shall continue in effect at the non-breaching party's discretion. Unless terminated for cause, the termination of these Terms of Use shall not affect any Service Order and these Terms of Use shall be deemed to continue in effect until the end date of any outstanding Service Orders.

13. Force Majeure. A party will be excused from performing obligations contained in this Agreement (other than payment

obligations) while such performance is prevented by an act of God, fire, flood, earthquake, transportation disruption, war, insurrection, labor dispute, or any other occurrence beyond the reasonable control of that party. Upon completion of the event of force majeure, the party affected must as soon as reasonably practicable recommence the performance of its obligations contained in this Agreement.

14. Survival. The Fees, Deliverables, Confidentiality, Privacy and Security, Warranties, Limitation of Liability and Indemnification Sections of these Terms of Use shall survive termination or expiration of these Terms of Use.

15. Export. Both parties agree to comply with export laws and regulations of the United States and other applicable jurisdictions. Neither Party shall export, directly or indirectly, anything acquired from the other pursuant to this Agreement to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit users to access or use any Products, Services or Deliverables in a U.S. embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

16. Independent Contractor. For the purposes of this Agreement, the parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever.

17. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written permission of the other. Notwithstanding the foregoing, no prior permission is required in the event that a party participates in a merger or consolidation, is the subject of a purchase of all, or substantially all, of its assets or capital stock, or sells its business or a line of business, when such assignment provides each party with substantially the same services and commercial benefits as provided by the original parties under this Agreement, and is not made in whole or in part to a direct competitor of the non-assigning party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

18. Notices. All notices will be made in writing and given by personal delivery, overnight courier, facsimile, email or other means of transmission or by certified or registered mail to Comscore at: comScore, Inc. 11950 Democracy Drive, Suite 600, Reston, VA 20190, Attn: General Counsel; and to Client via the contact information set forth in a Service Order.

19. General.

a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

b. To the extent this Agreement is to be signed, it may be signed in multiple counterparts, each of which will be deemed an original, and all such counterparts will constitute the same agreement. This Agreement may be signed using digital acceptance, facsimile transmission or electronic signatures.

c. During the Term of this Agreement and for a period of 6 months following its termination or expiration, Client shall not solicit or induce any employee or independent contractor of Comscore to terminate employment or any contractual obligation or other relationship with Comscore.

d. Comscore may amend the Terms of Use and the content at any websites referred to herein at any time (such websites and the website on which these Terms of Use are published are collectively referred to by the term "**Website**") by posting such amendments on the Website. Comscore shall make commercially reasonable efforts to notify Client of material changes and Client will visit the Website regularly for any changes that may have occurred.

e. This Agreement will, be governed, by the laws of the State of New York when the courts of the United States have jurisdiction, and the parties agree to the exclusive venue and the exclusive personal jurisdiction of the courts having jurisdiction in the County of Fairfax, in the Commonwealth of Virginia without regard to conflict of law principles thereof. The parties expressly agree to waive trial by jury. Where the courts of the United States do not have jurisdiction over this Agreement, then the matter shall be handled as set forth in the Table below.

If Client's Primary Contact is in:	The following choice of law shall apply:	With venue and personal jurisdiction of the following locations agreed where matters are resolved by courts, or with the applicable arbitration terms as noted below:
Canada	Ontario	the courts of Ontario
Argentina	Argentina	arbitration (see Attachment 1)
Brazil	Brazil	arbitration (see Attachment 1)
Colombia	Colombia	arbitration (see Attachment 1)
Mexico	Mexico	arbitration (see Attachment 1)
Peru	Peru	arbitration (see Attachment 1)
Any Latam country not listed above	Chile	arbitration (see Attachment 1)
France	France	the courts of Paris
Germany	Germany	the courts of Frankfurt am Main
Spain	Spain	arbitration (see Attachment 1)

Sweden	Sweden	the courts of Stockholm
UK	UK	the courts of London
any European country not listed above	Netherlands	the courts of Amsterdam, the Netherlands
India	India	the courts of Mumbai
China	China	the courts of Beijing
Hong Kong	Hong Kong S.A.R.	the courts of Hong Kong S.A.R.
Japan	Japan	the courts of Tokyo
Taiwan	Taiwan	the courts of Taipei
any Asian country not listed above	Singapore	the courts of Singapore
Australia	Australia	the courts of Sydney
New Zealand	New Zealand	the courts of Sydney, Australia

f. Comscore may identify Client as its customer, however all other details of this Agreement will remain confidential unless otherwise agreed in writing by the parties. Client agrees to not make any statements that would constitute disparagement of Comscore.

g. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained in this Agreement, and supersedes all prior agreements, proposals, service orders, understandings, representations or other communications relating to the subject matter contained in this Agreement and may only be amended by mutual written agreement; for clarity, this clause is not intended to supersede any UDM Agreement or Data Sharing Agreement between the parties, and any such agreements shall continue in effect.

h. No unilateral terms or conditions on materials issued by Client, including without limitation, purchase orders and order forms, will be used to interpret or amend the parties' legal rights and responsibilities as they pertain to the Agreement.

i. Comscore reserves the right to suspend access to our network and/or systems, or provision of Products, Services or Deliverables, if it reasonably determines that Client has used such access or Products, Services or Deliverables in a manner that interferes with the operations of Comscore or with the Implementation.

Attachment #1 – Arbitration Terms by Country:

Argentina:

<p>This Agreement will be governed by the laws of Argentina without regard to conflict of law principles thereof. Any disputes shall be resolved by conciliation, and, failing that, by arbitration according to the International Centre for Dispute Resolution, using one arbitrator selected in accordance with the rules. The decision of the arbitrator shall be binding, final and conclusive. A request for interim measures by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.</p>	<p>El presente Contrato se regirá por las leyes de la República de Argentina, sin tomar en cuenta el conflicto que pueda haber por la diferencia de leyes con las de su régimen legal. Las controversias que surjan, serán resueltas mediante conciliación y, de fracasar ésta, mediante arbitraje de acuerdo con las International Centre for Dispute Resolution, utilizando a un árbitro escogido de acuerdo con las reglas de dicha Asociación. El laudo arbitral será vinculante, definitivo y concluyente. Si una parte peticiona medidas interlocutorias ante un tribunal, éstas no se considerarán incompatibles con este Contrato ni como renuncia del mismo para poder arbitrar.</p>
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Brazil

<p>Any disputes shall be resolved by conciliation, and, failing that, by arbitration administered by the Câmara de Mediação e Arbitragem de São Paulo (“CMA”), of Centro das Indústrias do Estado de São Paulo, according to its arbitration rules (“CMA Rules”).</p> <p>The arbitral tribunal shall consist of 3 (three) arbitrators appointed in accordance with the CMA Rules. The arbitration seat shall be the city of São Paulo, Brazil. The arbitration shall be conducted in Portuguese. The decision of the arbitral tribunal shall be binding, final and conclusive.</p> <p>Without prejudice to the validity of this arbitration clause, the parties may seek judicial assistance, if and when necessary, for the sole purposes of: (a) enforcing obligations that admit, forthwith, specific performance; (b) compelling arbitration; and (c) applying for coercive or precautionary measures. For the sole purposes of these measures, the parties elect the courts of the city of São Paulo, Brazil.</p> <p>In accordance: By ordering Comscore products or services you agree to these Arbitration Terms</p>	<p>Quaisquer disputas serão dirimidas por meio de conciliação, e, na ausência de acordo, por meio de arbitragem administrada pela Câmara de Mediação e Arbitragem de São Paulo (“CMA”), do Centro das Indústrias do Estado de São Paulo, de acordo com o seu Regulamento de Arbitragem (“Regulamento da CMA”).</p> <p>O tribunal arbitral será composto por 3 (três) árbitros nomeados de acordo com o Regulamento da CMA. A sede da arbitragem será na cidade de São Paulo, Brasil. A arbitragem será conduzida em Português. A decisão do tribunal arbitral será vinculante, final e conclusiva.</p> <p>Sem prejuízo da validade desta cláusula arbitral, as partes poderão recorrer à assistência do judiciário, se e quando necessário, exclusivamente para os seguintes propósitos: (i) executar obrigações que admitam, imediatamente, execução específica; (ii) exigir a instauração da arbitragem; (ii) requerer medidas coercitivas ou cautelares. Para os fins exclusivos de tais medidas, as partes elegem o Foro da Comarca da cidade de São Paulo, Brasil.</p> <p>De acordo: Ao encomendar produtos ou serviços da Comscore, você concorda com estes Termos de Arbitragem</p>
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Chile and any other Latin American Country Not Specifically Listed Herein

<p>This Agreement will be governed by the laws of Chile without regard to conflict of law principles thereof. Any disputes shall be resolved by conciliation, and, failing that, by arbitration according to the International Centre for Dispute Resolution, using one arbitrator selected in accordance with the rules. The decision of the arbitrator shall be binding, final and conclusive. A request for interim measures by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.</p>	<p>El presente Contrato se regirá por las leyes de la República de Chile, sin tomar en cuenta el conflicto que pueda haber por la diferencia de leyes con las de su régimen legal. Las controversias que surjan, serán resueltas mediante conciliación y, de fracasar ésta, mediante arbitraje de acuerdo con las International Centre for Dispute Resolution, utilizando a un árbitro escogido de acuerdo con las reglas de dicha Asociación. El laudo arbitral será vinculante, definitivo y concluyente. Si una parte peticiona medidas interlocutorias ante un tribunal, éstas no se considerarán incompatibles con este Contrato ni como renuncia del mismo para poder arbitrar.</p>
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Columbia

<p>This Agreement will be governed by the laws of Colombia without regard to conflict of law principles thereof. Any disputes shall be resolved by conciliation, and, failing that, by arbitration according to the International Centre for Dispute Resolution, using one arbitrator selected in accordance with the rules. The decision of the arbitrator shall be binding, final and conclusive. A request for interim measures by a party to</p>	<p>El presente Contrato se regirá por las leyes de la República de Colombia, sin tomar en cuenta el conflicto que pueda haber por la diferencia de leyes con las de su régimen legal. Las controversias que surjan, serán resueltas mediante conciliación y, de fracasar ésta, mediante arbitraje de acuerdo con las International Centre for Dispute Resolution, utilizando a un árbitro escogido de acuerdo con las reglas de dicha Asociación. El laudo arbitral será vinculante, definitivo y concluyente. Si una parte peticiona medidas</p>
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<p>a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.</p>	<p>interlocutorias ante un tribunal, éstas no se considerarán incompatibles con este Contrato ni como renuncia del mismo para poder arbitrar.</p>
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Mexico

<p>This Agreement will be governed by the laws of Mexico without regard to conflict of law principles thereof. Any disputes shall be resolved by conciliation, and, failing that, by arbitration according to the International Centre for Dispute Resolution, using one arbitrator selected in accordance with the rules. The decision of the arbitrator shall be binding, final and conclusive. A request for interim measures by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.</p>	<p>El presente Contrato se regirá por las leyes de la República de México, sin tomar en cuenta el conflicto que pueda haber por la diferencia de leyes con las de su régimen legal. Las controversias que surjan, serán resueltas mediante conciliación y, de fracasar ésta, mediante arbitraje de acuerdo con las International Centre for Dispute Resolution, utilizando a un árbitro escogido de acuerdo con las reglas de dicha Asociación. El laudo arbitral será vinculante, definitivo y concluyente. Si una parte peticiona medidas interlocutorias ante un tribunal, éstas no se considerarán incompatibles con este Contrato ni como renuncia del mismo para poder arbitrar.</p>
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Peru

<p>This Agreement will be governed by the laws of Peru without regard to conflict of law principles thereof. Any disputes shall be resolved by conciliation, and, failing that, by arbitration according to the International Centre for Dispute Resolution, using one arbitrator selected in accordance with the rules. The decision of the arbitrator shall be binding, final and conclusive. A request for interim measures by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.</p>	<p>El presente Contrato se regirá por las leyes de la República de Perú, sin tomar en cuenta el conflicto que pueda haber por la diferencia de leyes con las de su régimen legal. Las controversias que surjan, serán resueltas mediante conciliación y, de fracasar ésta, mediante arbitraje de acuerdo con las International Centre for Dispute Resolution, utilizando a un árbitro escogido de acuerdo con las reglas de dicha Asociación. El laudo arbitral será vinculante, definitivo y concluyente. Si una parte peticiona medidas interlocutorias ante un tribunal, éstas no se considerarán incompatibles con este Contrato ni como renuncia del mismo para poder arbitrar.</p>
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Spain

<p>This Agreement will be governed by the laws of Spain without regard to conflict of law principles thereof. Any disputes shall be resolved by conciliation, and, failing that, by arbitration according to the Commercial Rules of the Spanish Arbitration Association, using one arbitrator selected in accordance with the rules of the Spanish Arbitration Association. Proceedings shall be conducted in Madrid, Spain. The decision of the arbitrator shall be binding, final and conclusive. A request for interim measures by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.</p>	<p>El presente Contrato se regirá por las leyes de España, sin tomar en cuenta el conflicto que pueda haber por la diferencia de leyes con las de su régimen legal. Las controversias que surjan, serán resueltas mediante conciliación y, de fracasar ésta, mediante arbitraje de acuerdo con las Reglas Comerciales de la Asociación Española de Arbitraje, utilizando a un árbitro escogido de acuerdo con las reglas de dicha Asociación. Los procedimientos arbitrales se llevarán a cabo en Madrid, España. El laudo arbitral será vinculante, definitivo y concluyente. Si una parte peticiona medidas interlocutorias ante un tribunal, éstas no se considerarán incompatibles con este Contrato ni como renuncia del mismo para poder arbitrar.</p>
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