

## SCHEDULE 3

### STANDARD TERMS AND CONDITIONS

#### 1. DEFINITIONS

All capitalised terms in this Agreement shall have the meanings ascribed to them in the Principal Terms or, if not otherwise defined, as set forth below:

- (a) **“Advertiser”** means a person, firm or company whose products, goods or services are the subject matter of the Advertising Copy and who will be responsible for payment of accounts under this Agreement.
- (b) **“Advertising Copy”** means any advertising material and content proposed to be included in any advertisement to be supplied by the Advertiser for transmission on the Channel.
- (c) **“Advertising Fee”** has the meaning ascribed to it under Clause 3.1 of these Standard Terms.
- (d) **“Authority”** means any government or administrative body empowered to issue rules, regulations or guidelines in respect of Advertising Copy to be transmitted on the Channel, and any similar regulatory authorities with similar responsibilities in those countries and territories within the Footprint.
- (e) **“Benefits”** means the advertising services agreed between the Parties as more fully described in the Principal Terms or Schedule attached thereto.
- (f) **“Channel”** means a programme channel operated by STAR, its affiliates and licensors and broadcast, as specified in the Principal Terms.
- (g) **“Codes”** means the satellite television and broadcasting codes of practice, programme standards and advertising standards, and any other codes, guidelines, rules or regulations regarding satellite television, broadcasting and advertising standards or practices issued by any Authority as may from time to time be in force during the term of this Agreement.
- (h) **“Delivery Materials”** has the meaning ascribed to it under the Principal Terms.
- (i) **“Footprint”** means the geographical reception area of the signal carrying the Channel by satellite.
- (j) **“Principal Terms”** means those commercial terms set out at the front of this Agreement.
- (k) **“Product”** means the goods, services or whatever the Advertiser wishes to promote, subject to Clause 6.3 herein.
- (l) **“Programme”** means the motion pictures or television program, including such series and each episode or broadcast season thereof, broadcast on the Channel, or otherwise has the meaning ascribed to it in the Principal Terms or the Schedules hereto.
- (m) **“Rate Card”** means the advertising rate card of STAR and references in this Agreement to the current Rate Card shall mean the Rate Card incorporating any changes in payments, charges and/or terms as may be issued by STAR from time to time.
- (n) **“Standard Terms”** shall mean these Standard Terms and Conditions set out as a Schedule to the Agreement.
- (o) **“Technical Requirements”** means those technical requirements as issued by any Authority and/or STAR from time to time for the Delivery Materials

delivered by the Advertiser to be transmitted on the Channel.

- (p) **“Term”** means the term of this Agreement as set out in the Principal Terms.
- (q) **“Transmission Log”** means the daily record maintained by STAR in respect of the Channel which records the date, time and identity of all programmes, advertisements, announcements and other materials transmitted as part of the Channel.
- (r) **“Transmit”** or **“Transmission”** for all purposes under this Agreement shall mean sending the advertisement from STAR’s transmission suite to either the communications lines or microwave links that will carry the Channel’s signal to the satellite’s uplink or cable transmission station.
- (s) **“Working day”** means Monday to Friday inclusive each week except any bank or public holiday in Dubai, London, New York or Mumbai, as applicable.

#### 2. BENEFITS

- 2.1 Subject to receipt of the total consideration by STAR and the performance by the Advertiser of its obligations under this Agreement, STAR agrees to provide to the Advertiser the Benefits described in Schedule 1.

- 2.2 The Advertiser acknowledges and agrees on its own behalf as follows:

- (a) its use of the Benefits will be subject to applicable laws, regulations and Codes and agrees to fully comply with the same;
- (b) the Programme may be transmitted by any means of transmission provided that a minimum television transmission is delivered; and
- (c) broadcasts on the Channel of any promotional and commercial spots granted as part of the Benefits are subject to the terms and conditions of this Agreement and to the Rate Card, provided that the terms of this Agreement will take precedence over those contained in the Rate Card in the event of any conflict or inconsistency.

- 2.3 If STAR and the Advertiser are working together on any off-air or other promotional activities and/or merchandise with respect to a Programme or the Channel, STAR shall have complete creative control on the use of the STAR logo and brand during such promotional activities. STAR may invite such off-air promotional campaigns from the Advertiser as may be required for adequate publicity of the Programme. The name, trademark, characters or any other element of the Programme shall not be used for any product, service or purpose (other than as authorized by this Agreement) by the Advertiser without the prior written permission and approval of STAR. If applicable, STAR shall also have the right to specify the manner and the way in which the Programme and/or the host of the Programme and/or the STAR logo shall be used for the promotion and advertisement of the Product of the Advertiser.

### 3. PAYMENT

3.1 The Net Advertising Fee is the total amount of the Advertising Fee (as set out in the Principal Terms) and any other payments due and payable to STAR by the Advertiser under this Agreement, net of any deductible pursuant to this Agreement, and unless otherwise specified in writing by STAR, shall be payable by the Advertiser in USD by wire transfer to the bank account advised by STAR or as specifically set forth in this Agreement. Except as expressly set out herein, there shall be no deduction, set-off or withholding from any payment due to STAR hereunder.

3.2 Time of payment of the Net Advertising Fee by the Advertiser to STAR shall be of the essence under this Agreement. STAR's obligations under this Agreement will not arise nor will the grant of the Benefits to the Advertiser be effective until STAR has received payment of the Net Advertising Fee and any other amount due and payable to STAR pursuant to this Agreement in full.

3.3 Unless otherwise specified on STAR's invoice, any amount payable under STAR's invoice shall be remitted to STAR by the Advertiser within sixty (60) days from the date of STAR's invoice pursuant to the Principal Terms and Clause 3 of the Standard Terms, failing which the Advertiser shall be liable to pay the Net Advertising Fee to STAR together with interest accrued thereon at the flat rate of one and half percent (1.5%) per month or the highest lawful rate whichever is less calculated from the date when payment has become due and payable, until the date when such payment has been made to and received by STAR in full.

3.4 Without limiting the generality of other terms and conditions of this Agreement, the Advertiser agrees and acknowledges that the Advertiser shall be liable to pay the Net Advertising Fee in full to STAR, irrespective of whether or not the Benefits have been fully utilized by the Advertiser during the Term, once this Agreement is fully executed.

3.5 STAR and the Advertiser agree not to make any payment under this Agreement to any government departments or their officials, except as specifically permitted by any applicable local laws.

3.6 The Advertiser agrees and acknowledges that it shall be liable for any and all outstanding fees, dues, any taxes, expenses and other payments relating to this Agreement. Further, in the event of any liability in future on account of any indirect taxes, STAR shall have the rights to recover the same from advertiser / agencies.

### 4. WARRANTIES AND INDEMNITY

4.1 The Advertiser hereby warrants, represents and undertakes to STAR that:-

- (a) they each have the requisite right, power and authority necessary to enter into this Agreement;
- (b) the Advertising Copy will not infringe any copyright or other rights or be defamatory of any third party or STAR;
- (c) they have obtained in advance, and paid for, all necessary consents, licenses and permissions necessary for the transmission of the Advertising Copy as may be contemplated in this Agreement;

- (d) the Advertising Copy and the Delivery Materials will comply with all applicable ordinances, rules and regulations including without limitation any technical requirements and Codes, as applicable;
- (e) the Advertiser shall co-operate fully with STAR and provide (free of charge to the extent it is reasonable) all assistance that is reasonably required as a result of any challenge by any regulatory or governmental agency acting with proper authority in connection with the advertising around or sponsorship of the Programme;
- (f) the Advertisement Copy does not contain any material which breaches any statutory or regulatory duty, is false or misleading or which is obscene, offensive or defamatory or enrages the public sentiment, or constitutes an unfair trade practice or violates any other legislation for the time being in force, or is made to give negative publicity of any other product or service;
- (g) in the event that any Advertising Copy contains a sound recording (the "Recording"), they have obtained all the necessary rights including but not limited to all consents, clearances and permissions for the performance rights in music from the copyright owners of the musical and/or literary composition(s) reproduced on the Recording;
- (h) it has taken or will take all necessary steps to ensure that nothing is or will be contained in the Advertising Copy which might make its transmission illegal or actionable for any reason in any of the countries or territories of the Footprint;
- (i) Neither the Advertiser nor any director, officer, agent, employee, or any other person acting for or on behalf of the Advertiser has (i) offered, paid, promised to pay, or authorized the payment of any money or anything of value, to any government authority or any political party for the purpose of influencing any act or decision of such government authority or political party in relation to the Agreement or direct business to any person, in each case where such payment, offer or promise is prohibited under any applicable law to which such entity is subject; or (ii) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws or the Foreign Corrupt Practice Act, 1977 of the United States of America or UK Bribery Act 2010.
- (j) The Advertiser, its director(s), officer(s), agent(s), employees, or any other person acting for or on behalf of the Advertiser has complied and shall continue to comply (a) with all applicable anti-bribery and anti-corruption laws and regulations including the UK Bribery Act, 2010; and (b) engage only in legitimate business and ethical practices in commercial operations and in relation to any third parties or governmental authorities. and they will fully indemnify and keep STAR, its employees, directors, officers, agents, affiliates, licensors and authorized transmission licensees, fully indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever arising from any breach of their warranties, obligations, terms and conditions contained in this Agreement or in any manner whatsoever in consequence of the use, recording, transmission or broadcasting in the form submitted or prescribed of any Advertising Copy or matter supplied by or transmitted for the Advertiser.
- (l) they will fully indemnify and keep STAR, its employees, directors, officers, agents, affiliates, licensors and authorized transmission licensees, fully indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever arising from any breach of their warranties, obligations, terms and conditions contained in this Agreement or in any manner whatsoever in consequence of the use, recording, transmission or broadcasting in the form submitted or prescribed of any Advertising Copy or matter supplied by or transmitted for the Advertiser.

## **5. CANCELLATIONS**

5.1 STAR may in its absolute discretion cancel or postpone any booking at any time if the Advertiser breaches any material provision of this Agreement until such breach is remedied.

5.2 Either the Advertiser or STAR may cancel or postpone any time booked provided that notice in writing is received by the other served not less than four (4) weeks prior to the scheduled transmission date. For any cancellation or postponement made by the Advertiser less than four (4) weeks before the scheduled transmission date, the Advertiser shall pay the full amount due for such cancelled transmission in accordance with the rates specified under this Agreement. If such cancellation or postponement is made by STAR less than four (4) weeks before the scheduled transmission, the Advertiser and STAR shall agree on a reasonable time and/or date afterwards for STAR to transmit the cancelled advertisement unless such advertisement does not comply with the terms and conditions of this Agreement in which event STAR and the Advertiser shall agree on an alternative time and/or date for STAR to transmit a replacement advertisement which has been pre-approved by STAR in accordance with Clause 6 of these Standard Terms.

5.3 For the avoidance of doubt, any cancellation made by STAR or the Advertiser under Clauses 5.1 or 5.2 of these Standard Terms shall not give rise to a right of termination of this Agreement by the Advertiser, and this Agreement shall remain in full force and effect with respect to all of the Advertiser's obligations under this Agreement including, without limitation, the Advertiser's payment obligations in respect of the Net Advertising Fee under this Agreement.

## **6. APPROVAL OF ADVERTISEMENT COPY**

6.1 The Advertising Copy must be submitted to STAR for its prior approval in accordance with such procedures and on such terms as may be established by STAR and notified to the Advertiser from time to time. Any approval given in respect of any element of the Advertising Copy or part of the production process shall be without prejudice to STAR's right to withhold its approval of any other such element or part.

6.2 STAR hereby reserves the right, in its absolute discretion, and without incurring any liability therefore to the Advertiser, to refuse to transmit any advertisement without giving any reason for so declining but in such event the Advertiser shall not be liable to pay for any advertisements which STAR so declines to transmit.

6.3 STAR reserves the absolute right to refuse advertisements containing references to more than one product or service or any references to any product, channel or programming that competes with those of STAR, its holding company and any of its fellow affiliates and subsidiaries, or the Channel.

## **7. DELIVERY OF MATERIALS AND LIABILITY**

7.1 Unless otherwise agreed in writing between STAR and the Advertiser, the Delivery Materials must be

delivered by the Advertiser at the Advertiser's sole risk and expense to STAR not less than fourteen (14) days before the commencement of the sponsorship period (for sponsorship) or the scheduled date of transmission (for advertising). STAR shall have no obligation to accept any Delivery Materials if delivered later the date as prescribed by STAR. Delivery of the Delivery Materials shall only be deemed to have occurred once the Technical Requirements have been met and the relevant transmission instructions have been given to and accepted by STAR.

7.2 In no event shall STAR be liable for any delay in delivery, loss or damage to any of the Delivery Materials including without limitation any advertising films, recordings, goods or equipment howsoever or whosoever caused and whether or not such Delivery Materials, films, recordings, goods or equipment are supplied by STAR. The Advertiser shall not deliver to STAR any original or master recordings of advertising films. Unless otherwise agreed in writing between STAR and the Advertiser, all Delivery Materials will be destroyed by STAR if not transmitted for a period of twelve (12) months without further reference to the Advertiser.

7.3 If the Advertiser fails to deliver the Delivery Materials in accordance with this Agreement, the Advertiser shall remain liable to pay the Net Advertising Fee in full to STAR whether or not any advertisement is transmitted.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 The Advertiser hereby grants to STAR, its holding company and any of its fellow affiliates and subsidiaries, the broadcaster of the Channel and any other authorized transmission licensees a non-exclusive and royalty-free license to use the Advertiser's logos, trade names and trademarks in the performance of its obligations under this Agreement in any promotional, publicity, advertising, sales and marketing materials, and any materials of promoting and advertising campaigns, the Programme the Channel and the business of STAR, its holding company and any of its fellow affiliates and subsidiaries (e.g. trade advertising publications), and the Advertiser warrants that it has the authority to grant the foregoing licence to STAR.

8.2 The Advertiser shall not use or refer to, or authorize the use of or reference to any of STAR's or its affiliates' or licensors' names, logos, trade names or trademarks including, without limitation, the names of any of the programming services of STAR, its affiliates or licensors in any manner without prior written permission from STAR.

8.3 All legal and beneficial interest in any intellectual property relating to the materials provided for or on behalf of STAR for the purpose of advertising and sponsorship (where applicable) pursuant to this Agreement shall remain the property of STAR, its holding company or any of its fellow affiliates and subsidiaries, its licensors and/or licensees, and to the extent that any legal or beneficial interest in intellectual property relating to the subject matter of this Clause 8 should vest in the Advertiser, the Advertiser hereby assigns, including by way of

present assignment of future copyright such interest, to STAR.

## **9. TRANSMISSION PROVISIONS**

9.1 STAR does not guarantee that the times and/or dates of transmission booked by the Advertiser will be adhered to. If an advertisement is not transmitted on the day and at the time booked by the Advertiser, STAR will endeavor to offer to transmit at some other time and/or some other date. If any offer of an alternative time or date for such transmission is not acceptable or such offer is not made by STAR, STAR shall make no charge to the Advertiser for such booking. In such event as specified in this clause, none of the Advertiser, or any third party shall have any claim against STAR, its affiliates or licensors in respect of non-transmission or for any expenses or damages whatsoever or howsoever incurred as a result thereof.

9.2 STAR shall incur no liability whatsoever for any failure to transmit all or any part of any advertisement whether throughout the entirety of the Footprint or to any particular country or part of any particular country within the Footprint or any reason whatsoever, or for any error in any advertisement transmitted.

9.3 Subject always to the provisions of this Agreement, advertisements booked for transmission at a specified time will be transmitted in the commercial break nearest to that time.

9.4 Transmission of Advertising Copy for all purposes under this Agreement shall be conclusively evidenced to have taken place if the Transmission Log so records that such transmission has taken place.

9.5 Without prejudice to the foregoing, STAR reserves the right in its sole and absolute discretion to do any act or thing in respect of the transmission of any advertisement or part thereof including, without limitation, the fading, editing or cutting thereof which in the sole opinion of STAR contains unsuitable material and STAR shall not thereby incur any liability to the Advertiser or any third party nor shall any of them have any claim whatsoever against STAR for damages or otherwise in respect of any non-transmission of such advertisement or part thereof but the Advertiser shall remain liable to STAR for the charges payable hereunder for such advertisements. STAR further reserves the right to restrict or to refuse any repeat transmission of such advertisement.

9.6 Programme content, the names of the Programmes, and the time at which Programmes are to be transmitted shall be entirely within the absolute discretion of STAR and STAR shall not be liable for any failure to transmit any Programme advertised in any publication, changing the name of the Programme or failure to transmit any Programme at any advertised time. STAR reserves the right in its sole and absolute discretion to cease or interrupt transmission of any of the Channels without prior notice to the Advertiser.

## **10. STAR'S RIGHT TO TAKE A COPY OF THE ADVERTISEMENT**

The Advertiser hereby grants STAR the right to make recordings of the Advertising Copy for

STAR's archives and to enable STAR to submit a copy of the same to any Authority in order to comply with the provisions of all applicable Codes.

## **11. CHANGE OF RATES AND/OR CONDITIONS**

11.1 STAR reserves the right to change its rates as set out in any Rate Card at any time. Additionally, STAR reserves the right to change the Standard Terms as contained in this Agreement at any time, but shall give sixty (60) days advance written notice to the Advertiser if this Agreement is still in force at the time. Except as otherwise specified in the Agreement, the rates payable and the Standard Terms applicable shall be those in force at the time of transmission.

11.2 In addition to Clause 11.1 of the Standard Terms, STAR reserves the right to announce special charges and conditions which shall pre-empt all normal charges and conditions from time to time for particular Programmes. While STAR will give as much notice as reasonably possible to the Advertiser if this Agreement is still in force at the time, STAR shall be under no duty to give notice and the Advertiser shall be liable to pay the special charges.

## **12. LIMITATION OF LIABILITY**

12.1 Except as otherwise provided, STAR's liability in contract, tort, negligence, other representations or otherwise out of or in connection with this Agreement, shall be limited to compliance with this Clause 12. If STAR fails to broadcast any Programme for any reason whatsoever or to transmit the Advertising Copy or the credits (in the case of sponsorship) or in the event of any other failure, technical or otherwise, STAR's liability will be limited to providing the Advertiser with sponsorship and/or advertising opportunities of a value equal to the shortfall using STAR's then-current market rates. For the avoidance of doubt, the Advertiser agrees that and acknowledges that it shall be expressly excluded from receiving any monetary refund or compensation from STAR for any breach caused by STAR under this agreement, howsoever caused.

12.2 Neither party shall be liable to the other for any loss of business, revenue or profits, or any indirect or consequential loss or damage whatsoever arising out of or in connection with the performance of this Agreement.

## **13. TERMINATION**

13.1 STAR may terminate this Agreement at any time by giving seven (7) days' written notice to the Advertiser in the event that:

- (a) the Advertiser becomes insolvent or is unable or unwilling to pay its debts as they fall due or is adjudicated or found to be bankrupt or an order is made or resolution passed for the liquidation or winding up of such party (except for the purposes of corporate restructuring) or a receiver is appointed of all or a substantial part of the Advertiser's assets; or
- (b) the Advertiser commits a breach of any material term of this Agreement; or
- (c) the reputation, as understood by STAR, of the Advertiser's products or services suffers substantial setback or becomes controversial due to any press release or court order against it; or
- (d) the Advertising Copy is found to violate any laws or Codes in force at the relevant time, be against public

- interest, hurt public sentiment or be tantamount to any unfair, monopolistic or restrictive trade practice.
- In the event of any of the aforesaid occurring, the entire amount of the Advertising Fee still outstanding shall become due and payable to STAR upon such termination, without prejudice to any other remedies STAR may have against the Advertiser under this Agreement or in law.
- 13.2 Termination of this Agreement, whether under this clause or by expiration of the Term shall not affect any rights, claims or liabilities which arose prior to such termination or expiration.
14. **CONFIDENTIALITY**  
All Parties shall keep confidential all information exchanged during the course of their business dealings, including, but not limited to rates, costs, and time band details, and to use such information solely for the purposes of this Agreement. The confidentiality obligations above shall not apply if such information is already in the public domain or is required to be disclosed under any express legal requirement, regulation or rule. If STAR has offered particular rates to the Advertiser and STAR becomes aware that the Advertiser has shared such information with any third party, STAR shall be entitled to terminate forthwith this Agreement by serving a written notice to the Advertiser, in which event, the Advertiser shall immediately pay all outstanding payments, including any unpaid Net Advertising Fee, due and payable under this Agreement to STAR. Each Party shall at all times be fully responsible for any breach of the confidentiality obligation under this Clause 14 of the Standard Terms by each Party's employees, agents, representatives, consultants, and contractors. This Clause shall survive expiration of the Term or sooner termination of this Agreement.
15. **RELATIONSHIP OF PARTIES**  
This Agreement does not create any partnership or agency relationship between STAR and the Advertiser and neither STAR nor the Advertiser shall be entitled to act as the other's agent or represent or hold itself out in any way as representing or acting on behalf of the other unless such representation or action is specifically authorized in writing by the other.
16. **ASSIGNMENT**  
The Advertiser shall not assign, delegate, license or otherwise dispose of their rights in whole or in part under this Agreement without the prior written consent of STAR. STAR may freely and at any time assign, delegate or license its rights and obligations wholly or in part under this Agreement without the consent of the Advertiser.
17. **FORCE MAJEURE**  
Neither Party shall be liable to the other for any failure of performance under this Agreement which is due to a so-called act of God, accident, fire, lockout, strike or other official labour dispute, union problem, riot or civil commotion, failure of technical facilities not within the reasonable control of the defaulting Party.
18. **GENERAL**  
18.1 Each provision of this Agreement shall be severable. If any term, provision or clause of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any other term, provision or clause and such invalid term, provision or clause shall be deemed severed from this Agreement, provided always that if such deletion substantially alters or affects the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend or modify this Agreement as may be necessary or desirable in the circumstances.
- 18.2 This Agreement, including any Schedules hereto, constitutes the entire agreement between the Parties hereto with respect to its subject matter. It supersedes all prior agreements, understandings, communications, representations and undertakings whether written or oral between the Parties hereto with respect to the subject matter hereof. Any variation to this Agreement must be in writing and signed by all Parties.
- 18.3 In the interpretation and construction of the provisions of this Agreement whenever the context admits, words in the singular shall include the plural and words in the plural shall include the singular. Words importing any gender shall include the other gender.
- 18.4 No payment by any Party shall constitute a waiver of any terms and conditions of this Agreement. No waiver by any Party of one breach of this Agreement shall constitute a waiver of any other breach. No Party will be deemed to have waived any right under this Agreement, unless it does so in writing.
- 18.5 No Party shall exercise any rights in the trademarks, copyrights or other intellectual property rights of any other Parties, except as expressly stated in this Agreement.
- 18.6 The Parties acknowledge that this Agreement, including any Schedules hereto, has been jointly drafted and prepared by all Parties, and accordingly, it should not be construed strictly against any of the Parties. A party who is not a party to this Agreement has no right to enforce any provision of this Agreement, including, without limitation, any provision which purports to grant any right, indemnity, or benefit to such person.
- 18.7 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.
19. **COMPLIANCE WITH LAWS AND ILLEGALITY**  
The Advertiser shall comply with all applicable laws. Nothing stated in this Agreement shall be construed so as to require the commission of any act which is illegal or contrary to applicable law and wherever there is any conflict between any provision of this Agreement and any material statute law ordinance or regulation contrary to which the Parties have no legal right to contract, then the latter shall prevail, but in such event, the provisions of this Agreement so affected shall be curtailed and limited

only to the extent necessary to bring it within the legal requirements.

**20. NOTICES**

All notices given under this Agreement shall be made in writing to the respective addresses of the Parties as set forth above in this Agreement, unless a Party designates another address for itself by notifying the other Party of it by certified mail, in which case all notices to that Party shall thereafter be given at its most recently designated address.

**21.**

**GOVERNING LAW & JURISDICTION**

This Agreement is governed by and shall be construed in accordance with the laws of the Dubai, without giving effect to the principles of conflicts of laws. All matters, claims and disputes arising in or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Dubai. Notwithstanding the foregoing, nothing stated in this Agreement shall limit STAR's right to bring any legal actions or proceedings in any other court of competent jurisdiction, nor shall the bringing by STAR of legal actions or proceedings in one jurisdiction preclude the bringing by STAR of legal actions or proceedings in any other jurisdiction, whether concurrently or not.