

VIDIGO SOFTWARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered between VidiGo B.V. ("VidiGo" or "Licensor") and Customer ("You" or "Customer") (the "Agreement") and sets forth the terms and conditions with respect to Customer's access and use of the VidiGo Software.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT OPEN THE SOFTWARE ENVELOPE. INSTEAD, WITHIN FIFTEEN (15) DAYS, RETURN THE ENTIRE PACKAGE WITH ALL OF ITS CONTENTS (INCLUDING BUT NOT LIMITED TO THE UNOPENED SOFTWARE ENVELOPE), FOR A FULL REFUND OF THE PURCHASE PRICE

THIS DOCUMENT STATES THE TERMS AND CONDITIONS UPON WHICH VIDIGO OFFERS TO LICENSE THE ENCLOSED VIDIGO SOFTWARE. BY USING THIS SOFTWARE, AND/OR OPENING THE SOFTWARE ENVELOPE, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ENCLOSED SOFTWARE AS SUPPLIED BY VIDIGO IS LICENSED FOR YOUR USE ONLY UNDER THE TERMS OF THIS AGREEMENT. VIDIGO RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU UNDER THIS AGREEMENT.

1. Definitions

"VidiGo Software" means the enclosed software, supplied by Licensor **[in run time, compiled executable form only]**, and includes subsequent releases and versions of the VidiGo Software as may be furnished to Customer by Licensor from time to time.

2. License

Subject to the terms and conditions contained in this Agreement, Licensor grants, and Customer accepts, a non-exclusive, non-transferable (except as provided herein) license and right to install and run the VidiGo Software solely on a single computer (the "License").

3. Restrictions

Except as provided in Paragraph 2, Customer has no other right to access or use the VidiGo Software. Customer may not replicate, or make or distribute copies of, the VidiGo Software or any portion thereof, or assign or transfer (electronically or otherwise) copies of the VidiGo Software from one computer or file server to another, if the result would be that the VidiGo Software enclosed herein could run on more than one computer [at any given time]. Customer may not rent, lease, sell, loan or sublicense access to the VidiGo Software if the result would be that the VidiGo Software enclosed herein could run on more than one computer. Any assignment, transfer, sale, lease, loan or sublicense of the VidiGo Software is subject to, and conditioned upon, the party to whom the VidiGo Software is assigned, transferred, sold, leased, loaned or sublicensed agreeing to be bound by the terms, conditions and obligations of this Agreement.

Customer may not decompile, reverse engineer, or disassemble the VidiGo Software. Customer may make one back-up copy of the VidiGo Software, provided that such back-up copy itself is not installed or used. Customer may not modify the VidiGo Software or create derivative works based upon the VidiGo Software. Access to the VidiGo Software shall be limited to the employees of the Customer who have been provided with "access names" and passwords. Customer agrees that such "access names" and passwords shall not be transferred among employees of Customer or among any other people or entities. Prior to providing any employee with any access name or password, Customer shall specifically inform such employee of the terms and conditions attendant to use of the VidiGo Software.

Furthermore, Customer acknowledges that employees will be asked to accept the terms of this Agreement prior to being permitted to access the VidiGo Software.

4. Ownership

Customer agrees and acknowledges that: (i) this Agreement confers only a limited License to access and use the VidiGo Software for the limited purposes set forth in this Agreement; (ii) as between it and Licensor, all rights in the VidiGo Software, including but not limited to all intellectual property rights, are owned by Licensor; (iii) the VidiGo Software is copyrighted and may not be reproduced without Licensor's permission; and, (iv) the algorithms, concepts, procedures and processes contained in the VidiGo Software are confidential and the VidiGo Software contains proprietary information, including but not limited to trade secrets, which Customer agrees to maintain in confidence and treat accordingly.

5. Termination

The License granted herein is effective until terminated. The License shall automatically terminate upon the earlier of: (a) a breach of Customer's obligations under this Agreement; (b) Licensor's written termination of this License; (c) the nonpayment when due of any outstanding monies owed by Customer to Licensor; (d) the termination of the Software Agreement; (e) the termination of Customer's rights to use the VidiGo Software; (f) notice by Licensor to Customer that there is an alleged breach of this Agreement by Customer; or (g) the termination of any other license between Licensor and Customer.

6. Disclaimer of Warranties and Technical Support

Access and use of the VidiGo Software is provided by Licensor on an "AS IS" basis, without any technical support or warranty of any kind, including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. Customer assumes all risk associated with the installation and use of the VidiGo Software. Any third party materials, such as hardware components or software enclosed or shipped with the VidiGo Software, may be subject to terms and conditions set forth by the respective third parties. No third party materials are covered by the terms of this Agreement.

LICENSOR DOES NOT WARRANT THAT THE VIDIGO SOFTWARE AND/OR THE INFORMATION AND MATERIALS CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE VIDIGO SOFTWARE WILL BE ERROR-FREE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

7. Limitation of Liability

LICENSOR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGE OR LOSS, WHETHER SUCH BE DIRECT, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL, OR FOR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOST SALES OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING UNDER THIS AGREEMENT OR FROM CUSTOMER'S ACCESS OR USE OF, OR ATTEMPTED ACCESS OR USE OF, THE VIDIGO SOFTWARE AND/OR ANY INFORMATION OR MATERIALS CONTAINED THEREIN. This limitation of liability is a fundamental element of the Agreement between Licensor and Customer. Customer agrees that Licensor would not be able to provide the VidiGo Software on an economic basis without such limitations.

8. General

(a) This Agreement shall be governed by the internal laws of the State of New York, without regard to the choice of law provisions thereof. The parties hereto consent to the personal and subject matter jurisdiction of the courts in the State of New York, and to the venue of the federal and state courts of the State of New York located in the county of New York.

(b) This Agreement contains the complete understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

(c) Other than as contemplated here, Customer may not (i) assign or purport to assign this Agreement or portions thereof or the benefit of this Agreement or (ii) sublicense any rights hereunder to any third party. Customer acknowledges and agrees that any such purported assignment or sublicense without such consent shall be null and void.

(d) Licensor and Customer agree that Paragraphs 3, 4, 6, 7 and 8 shall survive the termination of this Agreement.

(e) Licensor's failure to enforce any provision of this Agreement shall not constitute a waiver of any breach of such provision.

(f) Customer acknowledges that a breach by Customer of any of Paragraphs 2, 3, and/or 4 of this Agreement would cause irreparable harm to Licensor for which a remedy at law would be inadequate and therefore Customer consents to being enjoined from any such breach without requiring Licensor to post a bond, to the fullest extent permitted by law, and in addition to all other remedies that Licensor may seek at law or equity.

(g) All notices and communications to Licensor hereunder shall be directed as follows:

VidiGo B.V.

De Ruijterkade 112

1011 AB Amsterdam, The Netherlands

(h) In the event any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force.

(j) Each person executing this Agreement on behalf of an entity represents and warrants that he/she has the authority to execute this Agreement on behalf of such entity and bind such entity to the terms of this Agreement.

(k) Nothing in this Agreement will be construed to place the parties in the relationship of legal representatives, partners, joint venturers or agents, and neither party will have the power to obligate or bind the other in any manner.

THIS LICENSE AGREEMENT SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES IN CONNECTION WITH THE USE OF THE VIDIGO SOFTWARE. LICENSOR RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO CUSTOMER UNDER THIS AGREEMENT.