x-dream-media GmbH

Consulting, Development, Deployment, Training and Support for Media-IT

Software License Agreement

This Software License Agreement ("Agreement") is a legal agreement between the issuer of a purchase order ("Customer") and x-dream-media GmbH ("x-dream-media") for x-dream-media's software product(s) which may include associated media, printed materials, copy protection devices, and online or electronic documentation ("Software"). These terms apply to all quotations made and sales orders entered into by x-dream-media for all x-dream-media's Software. x-dream-media's acceptance is conditional on Customer's assent to these terms in lieu of those in Customer's purchase order, and any terms and conditions of Customer's purchase order that are inconsistent with or in addition to these terms will be deemed stricken. Any changes in these terms must be agreed in writing by an authorized signatory of x-dream-media before becoming binding. All orders or contracts must be approved and accepted by x-dream-media at its home office.

By installing, copying, or otherwise using the Software (all within the limitations set forth in this Agreement), Customer agree to be bound by the terms of this License Agreement. If Customer does not agree to the terms of this License Agreement, DO NOT install or use the Software.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. Definitions

1.1. "Feature Release" means a new release of the Software that provides changes to the product architecture and/or adds new functionality and features to the Software.

1.2. "Hardware" means any tangible device or component thereof, including any embedded code or firmware required for such device to function on a stand alone basis.

1.3. "Maintenance Release" means a new release of the Software that only provides modifications to Software to correct one or more defects or malfunctions.

1.4. "Quotation" means any quote provided by x-dream-media to Customer that describes Software and associated pricing for this Agreement.

1.5. "Release" means, either Maintenance or Feature Release, or collectively, Maintenance and Feature Releases, as applicable.

1.6. "Pre-Release" means a software build that was made available prior to the commercial release (either Maintenance or Feature Release).

1.7. "Software" means x-dream-media software products licensed to Customer by x-dream-media and covered by this Agreement as identified in the Quotation, or as subsequently added via written authorization.

2. **GRANT OF LICENSE**: Again the Software is licensed, not sold. This agreement only gives Customer rights to use the software. x-dream-media reserves all other rights. Unless applicable law gives Customer more rights despite this limitation, Customer may use the Software only as expressly permitted in this agreement. The Software is licensed as follows:

(a) *Installation and Use:* Subject to Customers payment of the license fee, x-dream-media grants Customer a transferable, nonexclusive, perpetual license to install and use one instance of the Software for Customers internal business purposes and in accordance with the terms of this License Agreement.
Notwithstanding the foregoing, the licenses granted herein exclude any license for patents reasonably necessary to practice or otherwise related to video compression technologies as standardized by the ISO/IEC Motion Picture Experts Group (MPEG), the ITU Telecommunication Standardization Sector (ITU-T), and/or the Society of Motion Picture and Television Engineers (SMPTE); audio compression as standardized by ISO/IEC MPEG; or RF modulation as standardized by DVB/ETSI.

(b) *Backup Copies:* Customer may also make copies of the Software as may be necessary for backup and archival purposes.

3. LIMITATIONS AND OTHER RIGHTS:

(a) *Pre-release Software:* If any component of the Software or any of its components is marked "Prerelease" or "Beta", the component of the Software constitutes prerelease code and may be changed substantially before commercially released. Customer may not use such component in a live operating environment where it may be relied upon to perform in the same manner as a commercially released product or with data that has not been sufficiently backed up.

(b) *Prohibition on Workarounds, Reverse Engineering, Decompilation, and Disassembly:* Customer may not work around any technical limitations in the Software nor reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(c) *Prohibition on Modifications:* Customer may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of x-dream-media or its suppliers that are included in the Software, including any content made available to Customer through the Software.

(d) *Publication of the Software:* Customer may not publish the Software including any application programming interfaces included in the software, for others to copy.

(e) *Rental:* Customer may not rent, lease, or lend the Software in any manner or through any medium. Customer may, however, offer the usage as a service where the user does not interact directly with the Software user interface.

(f) *Transfer to another device:* Customer may uninstall the Software and install it on another device for Customers use. Customer may not do so to share this license between devices to reduce the number of licenses Customer need.

(g) *Transfer to a third party:* The first user of the Software may transfer this agreement directly to another end user. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the Software. The first user may not retain any instances of the Software unless that user also retains another license for the Software.

(h) If Customer exceed or violate the use limitations of this License Agreement in any manner, including without limitation sharing or copying the Software in any way including copying or loading the Software for internet access, x-dream-media shall have the right, among other rights and remedies it may have, to terminate all of Customers rights under this License Agreement, including without limitation disabling the Software, and terminating this License Agreement and all upgrades, support or other accessories or services that may be available under this Agreement, as applicable.

4. **TERMINATION:** Without prejudice to any other rights, x-dream-media may terminate this License Agreement if Customer fail to comply with the terms and conditions of this license. In such event, Customer must return or destroy the Software and all copies.

5. **LEGAL EFFECT:** This agreement describes certain legal rights. Customer may have other rights under the laws of Customers state or country. Customer may also have rights with respect to the Licensor from whom Customer acquired the software. This agreement does not change Customers rights under the laws of Customers state or country if the laws of Customers state or country do not permit it to do so.

6. **COMPLIANCE WITH APPLICABLE LAWS:** Customer must comply with all applicable laws regarding use of the Software.

7. **EXPORT RESTRICTIONS:** Customers agrees to comply with all laws and regulations that apply to the Software required by Germany, European Union or other governments, including but not limited to German Export Administration Regulations and end-use restrictions in the country of destination. In addition, if the Software is identified as export controlled items under the Export Laws, Customer represents and warrants that Customer is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that Customer is not otherwise prohibited under the Export Laws from distributing the Software. All rights granted under this agreement are granted on condition that such rights are forfeited if Customer fails to comply with the terms of this agreement.

8. **NO WARRANTIES:** x-dream-media expressly disclaims any warranty for the Software.
THE Software AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY PARTY'S RIGHTS. x-dream-media AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY USING THE Software. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE Software REMAINS WITH THE Customer.
The Customer may be entitled to warranties under law in Customers jurisdiction. The foregoing exclusions and limitations will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9. **LIMITATION OF LIABILITY:** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL x-dream-media OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SIMILAR DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS AGREEMENT AND/OR Customer's USE OF THE Software, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN x-dream-media REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN Customer's JURISDICTION. IN NO CASE SHALL x-dream-media's LIABILITY EXCEED THE PURCHASE PRICE FOR THE Software. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER THE Customer ACCEPT THE Software.

10. **COPYRIGHT:** All title, including but not limited to copyrights, in and to the Software and any copies thereof are owned by x-dream-media and/or its licensors. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License Agreement grants Customer no rights to use such content. All rights not expressly granted are reserved by x-dream-media.

11. **GOVERNING LAW:** This License Agreement is governed by the laws of Germany and the competent courts of Munich shall each have non-exclusive jurisdiction over all disputes relating to this agreement.

12. **GENERAL PROVISIONS:** If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which shall remain valid and enforceable according to its terms. This agreement shall not prejudice the statutory rights of any party dealing as a consumer. This agreement may only be modified by a writing signed by an authorized officer of x-dream-media. Updates may be licensed to Customer by x-dream-media with additional or different terms. This is the entire agreement between x-dream-media and Customer. It supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

Version 1.0, 13.08.2013