



## END-USER LICENSE AGREEMENT FOR ATEME SOFTWARE

### READ CAREFULLY:

**DO NOT INSTALL THE SOFTWARE UNTIL YOU HAVE READ AND ACCEPTED ALL THE TERMS OF THIS LICENSE (THE “AGREEMENT”) AND WISH TO BECOME A LICENSEE OF THE LICENSED MATERIALS.**

“Licensed Materials” subject to this Agreement include the (i) computer software programs together with all updates, error corrections, modifications and enhancements thereof, which may be made generally available by ATEME from time to time (“Software Products”) and (ii) documentation associated with Software Products.

**ACCEPTANCE SHALL BIND YOU AND ALL OF YOUR EMPLOYEES TO THE TERMS OF THIS AGREEMENT. YOU AGREE THAT WE NEED NOT SIGN THIS AGREEMENT IN ORDER FOR IT TO TAKE EFFECT. YOUR INSTALLATION OF THE SOFTWARE WILL BE DEEMED TO BE YOUR ACCEPTANCE OF THE FOLLOWING TERMS. IF YOU DO NOT WISH TO ACCEPT THE TERMS, CANCEL INSTALLATION NOW AND RETURN THE SOFTWARE WITH ALL ASSOCIATED SHIPMENT TO THE SUPPLIER FROM WHOM IT WAS OBTAINED (“YOUR SUPPLIER”) AND ANY LICENSE FEE YOU MAY HAVE PAID WILL BE REFUNDED TO YOU.**

### **1. SCOPE OF THE AGREEMENT- GRANT OF RIGHTS**

1.1. **License to use Licensed Materials.** ATEME hereby accepts to grant to You a non-exclusive and non-transferable license, for the duration of the intellectual property rights applicable to such Licensed Materials, to use the Licensed Materials for video and audio content processing.

#### **1.2. Restrictions.**

1.2.1. You shall not (i) distribute, rent, lease, transfer, lend or otherwise make available the Licensed Materials or any modified or derivative version of the Software Products to any third party, (ii) copy or use Software Products to create computer software programs, which are substantially similar to any Software Products.

1.2.3. Without prejudice to any rights that You may have according to mandatory provisions of applicable law that may not be derogated and which are not subject to contractual waiver, You shall not translate, analyze, de-compile, disassemble or otherwise reverse engineer in any way the Software Products or attempt to discover, access, use, copy or translate the source code or any trade secret information or process contained thereto.

1.2.4. This Agreement does not grant to You any property rights on Licensed Materials including copies thereof. You undertake not to remove, add or change any copyright notice appearing in or on the Licensed Materials.

### **2. SUPPORT SERVICES**

2.1 ATEME will provide You with commercially reasonable maintenance and support services for a period of three (3) months following the date of purchase of the Licensed Materials as follows:

(a) You shall be notified by ATEME of updates, error corrections, modifications and enhancements, which may be made generally available by ATEME from time to time on CD-ROM or other media as selected by ATEME. You are solely responsible for the installation of updates, error corrections, modifications and enhancements of Software Products.

(b) E-MAIL SUPPORT. ATEME will provide You with e-mail support in English language with respect to the use of the Software Products. Inquiries should be sent to [support@ateme.com](mailto:support@ateme.com)

2.2. ATEME's Support Services set forth in Section 2 will not apply to Software Products that have been altered or modified.

2.3. You may subscribe to a one (1) year extension of the maintenance and support services in exchange for the applicable fee. Please contact Your Supplier to subscribe.

### **3. LIMITED WARRANTIES**

3.1. **Product warranty.** ATEME warrants to You that, for the warranty period of three (3) months from the date of purchase, the Software Products will perform substantially in accordance with the applicable Documentation. Each claim under the warranty set forth in this Section 3.1 shall be sent in writing to Your Supplier specifying the type of Software Product involved, a proof of the date on which the Software Product was purchased by You and the nature of the alleged breach of warranty. If any Software Product fails to comply with the warranty set forth in this Section, Your exclusive remedy shall be the refund of the price that You have previously paid for such Software Product.

3.2. **Title warranty.** ATEME DISCLAIMS ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION AND NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS WITH REGARDS TO THE LICENSED MATERIALS OR YOUR USE THEREOF.

3.3. ATEME shall have no liability under the foregoing warranty to the extent that the Software Product has been misused, damaged, modified or combined with products not furnished by ATEME.

3.4. THIS SECTION 3 STATES ATEME'S ENTIRE WARRANTY WITH RESPECT TO THE LICENSED MATERIALS ATEME MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. IN PARTICULAR, ATEME DOES NOT WARRANT THAT THE SOFTWARE PRODUCTS WILL OPERATE IN COMBINATION EXCEPT AS SPECIFIED IN THE DOCUMENTATION OR THAT THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. ATEME DOES NOT WARRANT THAT THE SOFTWARE PRODUCTS MEET YOUR INDIVIDUAL REQUIREMENTS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES RELATED TO HIDDEN DEFECTS, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### **4. CONFIDENTIAL INFORMATION**

4.1. "Confidential Information" shall mean (1) any information contained in the Licensed Materials, (2) know how and trade secrets and (3) other information that You know or should know is confidential.

4.2. You shall use at least the same degree of care with respect to the protection of the Confidential Information, which you use to prevent the disclosure of your own confidential information. You shall not use, disclose or transfer Confidential Information except to other employees of Your company who have agreed in writing to be bound by provisions no less restrictive than those set forth in this Agreement prior to disclosure.

4.3. In case You are required by law to disclose Confidential Information, You agree to consult with ATEME prior to making any such disclosure.

4.4. This Section 4 shall survive any termination or expiration of this Agreement and shall continue to bind You for as long as ATEME has not made the Confidential Information public.

#### **5. TERMINATION**

5.1. ATEME may terminate this Agreement with immediate effect if You commit a material breach of any provision of this Agreement.

5.2. Promptly following termination of the Agreement, You shall return to ATEME or destroy, at ATEME' option, all Software Products and other Confidential Information, without retaining copies thereof. Promptly following ATEME's request, You will furnish ATEME with a certificate signed by an Officer of Your company that acknowledges your compliance with this requirement.

#### **6. LIMITATION OF LIABILITIES**

6.1. ATEME's commitments for the provision of any services provided under the terms of this Agreement are commitments for diligence only (*obligation de moyens*).

6.2. IN NO EVENT SHALL ATEME BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY UNFORESEEABLE, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF BUSINESS (OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE LICENSED MATERIALS OR THE SUPPORT SERVICES PROVIDED HEREUNDER.

6.3. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ATEME TO YOU FOR ALL CLAIMS OF ANY KIND ARISING IN CONNECTION WITH THIS AGREEMENT, THE LICENSED MATERIALS OR USE THEREOF OR THE SUPPORT SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT, WHICH YOU HAVE ACTUALLY PAID TO YOUR SUPPLIER IN EXCHANGE FOR THE LICENSED MATERIALS OR, TO THE EXTENT ANY SUCH CLAIMS RELATE TO A PARTICULAR LICENSED MATERIAL OR SERVICE, IN EXCESS OF AMOUNTS PAID FOR THIS LICENSED MATERIAL OR SERVICE.

#### **7. ASSIGNMENT AND TRANSFER**

You may not assign this Agreement without the prior written consent of ATEME.

#### **8. APPLICABLE LAW**

This Agreement shall be governed by the laws of France. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

#### **9. EXPORT CONTROL**

You agree that You do not intend and will not, directly or indirectly, export or transmit the licensed materials or related technical information or technical data to any country to which such export or transmission is restricted by any applicable United Nations regulation.

#### **10. EFFECT OF WAIVER**

The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future rights.

#### **11. SEVERABILITY**

In the event that any of the terms contained in this Agreement are determined by a competent authority to be invalid, unlawful or unenforceable to any extent such term shall to that extent be severed from the remaining terms, which shall continue to be valid and enforceable to the fullest extent permitted by the law.



## **12. COMPLETE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals, negotiations, agreements and prior discussions and writings between the parties with respect thereto. The general conditions of purchase or the terms of other instruments issued by You shall not be binding on ATEME.