

NOTICE

SOFTWARE END USER LICENSE AGREEMENT

THIS SOFTWARE END USER LICENSE AGREEMENT (“THIS AGREEMENT”) IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND TP VISION NETHERLANDS B.V. A DUTCH LIMITED LIABILITY COMPANY, WITH ITS PRINCIPAL OFFICE AT HIGH TECH CAMPUS 5, 5656 AE EINDHOVEN, THE NETHERLANDS AND ITS SUBSIDIARY COMPANIES (INDIVIDUALLY AND COLLECTIVELY "TP VISION"). THIS AGREEMENT GIVES YOU THE RIGHT TO USE CERTAIN SOFTWARE (THE “SOFTWARE”) INCLUDING USER DOCUMENTATION IN ELECTRONIC FORM WHICH MAY HAVE BEEN PROVIDED SEPARATELY OR TOGETHER WITH A TP VISION PRODUCT (THE “DEVICE”) OR A PC. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE. IF YOU ACQUIRED THE SOFTWARE IN TANGIBLE MEDIA E.G. CD WITHOUT THE OPPORTUNITY TO REVIEW THIS LICENSE AND DO NOT ACCEPT THESE TERMS, YOU MAY RECEIVE A FULL REFUND OF THE AMOUNT, IF ANY, THAT YOU PAID FOR THE SOFTWARE IF YOU RETURN THE SOFTWARE UNUSED WITH PROOF OF PAYMENT WITHIN 30 DAYS FROM THE DATE OF PURCHASE.

1. Grant of License. This Agreement grants you a non-exclusive, nontransferable, non-sub licensable license to install and use, on the Device or a PC, as applicable, one (1) copy of the specified version of the Software in object code format as set out in the user documentation solely for your personal use. The Software is "in use" when it is loaded into the temporary or permanent memory (i.e. RAM, hard disk, etc.) of the PC or the Device.

2. Ownership. The Software is licensed and not sold to you. This Agreement grants you only the right to use the Software, but you do not acquire any rights, express or implied, in the Software other than those specified in this Agreement. TP VISION and its licensors retain all right, title, and interest in and to the Software, including all patents, copyrights,

trade secrets, and other intellectual property rights incorporated therein. The Software is protected by copyright laws, international treaty provisions, and other intellectual property laws. Therefore, other than as expressly set forth herein, you may not copy the Software without prior written authorization of TP VISION, except that you may make one (1) copy of the Software for your back-up purposes only. You may not copy any printed materials accompanying the Software, nor print more than one (1) copy of any user documentation provided in electronic form, except that you may make one (1) copy of such printed materials for your back-up purposes only.

3. License Restrictions. Except as provided otherwise herein, you shall not rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Software. You shall not, and you shall not permit any third party, to reverse engineer, decompile, or disassemble the Software, except to the extent that applicable law expressly prohibits the foregoing restriction. You may not remove or destroy any product identification, copyright notices, or other proprietary markings or restrictions from the Software. All titles, trademarks, and copyright and restricted rights notices shall be reproduced on your back up copy of the Software. You may not modify or adapt the Software, merge the Software into another program or create derivative works based upon the Software.

4. Termination of certain functionality. The Software may contain components of certain licensed software including software licensed from Microsoft Corporation ("Microsoft") which implements Microsoft's digital rights management technology for Windows Media. Content providers are using the digital rights management technology for Windows Media ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Your Device may also use WM-DRM software to transfer or play Secure Content ("WM-DRM Software"). If the security of such WM-DRM Software is compromised, Microsoft may revoke (either on its own or upon the request of the owners of Secure Content ("Secure Content Owners")) the WM-DRM Software's right to acquire new licenses to copy, store, transfer, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your PC and/or your Device whenever you download a license for Secure Content. Microsoft may, in conjunction with such license, also download revocation lists onto your Device on behalf of Secure Content Owners, which may disable your Device's ability to copy, store, display, transfer, and/or play Secure Content. Secure Content

Owners may also require you to upgrade some of the WM-DRM components distributed with this Software (“WM-DRM Upgrades”) before accessing their content. When you attempt to play Secure Content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by TP VISION may do the same. If you decline the upgrade, you will not be able to access Secure Content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your Device. However, you will not be able to use certain of the WM-DRM Software features that require Internet access such as the ability to download content that requires the WM-DRM Upgrade. All title and intellectual property rights in and to the Secure Content is the property of the respective Secure Content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such Secure Content. **To summarize, if the Software contains Microsoft WM-DRM components – Secure Content you desire to download, copy, store, display, transfer, and/or play is protected by the Microsoft WM-DRM components of the Software. Microsoft, Secure Content Owners, or Secure Content distributors may deny you access, or restrict your access, to Secure Content even after you have paid for, and/or obtained, it. Neither your consent nor the consent or approval of TP VISION is necessary for any of them to deny, withhold or otherwise restrict your access to Secure Content. TP VISION does not guaranty that you will be able to download, copy, store, display, transfer, and/or play Secure Content.**

5. Open Source Software. (a) This software may contain components that are subject to open-source terms, as stated in the documentation accompanying the Device. This Agreement does not apply to this software as such. (b) Your license rights under this Agreement do not include any right or license to use, distribute or create derivative works of the Software in any manner that would subject the Software to Open Source Terms. "Open Source Terms" means the terms of any license that directly or indirectly (1) create, or purport to create, obligations for TP VISION with respect to the Software and/or derivative works thereof; or (2) grant, or purport to grant, to any third party any rights or immunities under intellectual property or proprietary rights in the Software or derivative works thereof.

6. Termination. This Agreement shall be effective upon installation or first use of the Software and shall terminate (i) at the discretion of TP VISION, due to your failure to comply with any term of this Agreement; or (ii) upon destruction of all copies of the Software and related materials provided to you by TP VISION hereunder. TP VISION's rights and your obligations shall survive the termination of this Agreement.

7. Upgrades. TP VISION may, at its sole option, make upgrades to the Software available by general posting on a website or by any other means or methods. Such upgrades may be made available pursuant to the terms of this Agreement or the release of such upgrades to you may be subject to your acceptance of another agreement.

8. Support Services. TP VISION is not obligated to provide technical or other support ("Support Services") for the Software. If TP VISION does provide you with Support Services, these will be governed by separate terms to be agreed between you and TP VISION.

9. Limited Software Warranty. TP VISION provides the Software 'as is' and without any warranty except that the Software will perform substantially in accordance with the documentation accompanying the Software for a period of one year after your first download, installation or use of the Software, whichever occurs first. TP VISION's entire liability and your exclusive remedy for breach of this warranty shall be, at TP VISION's option, either (i) return of the price paid by you for the Software (if any); or (b) repair or replacement of the Software that does not meet the warranty set forth herein and that is returned to TP VISION with a copy of your receipt. This limited warranty shall be void if failure of the Software has resulted from any accident, abuse, misuse or wrongful application. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This limited warranty shall not apply to you if the Software was provided to you free of charge on an evaluation only basis.

10. NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, TP VISION AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR WILL MEET YOUR REQUIREMENTS. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE

INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TP VISION AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY OR COMPLETENESS OF RESULTS WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING MATERIALS. THERE IS NO WARRANTY AGAINST INFRINGEMENT. TP VISION DOES NOT WARRANT THAT YOU WILL BE ABLE TO DOWNLOAD, COPY, STORE, DISPLAY, TRANSFER, AND/OR PLAY SECURE CONTENT.

11. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL TP VISION OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF USE OR OTHER PECUNIARY LOSS, EVEN IF TP VISION OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TP VISION' OR ITS LICENSORS' AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE GREATER OF THE PRICE ACTUALLY PAID BY YOU FOR THE SOFTWARE OR FIVE POUNDS STERLING (5.00).

12. Trademarks. Certain of the product and TP VISION names used in this Agreement, the Software, and the printed user documentation may constitute trademarks of the TP VISION, its licensors or other third parties. You are not authorized to use any such trademarks.

13. Export Administration. You agree that you will not directly or indirectly, export or re-export the Software to any country for which the United States Export Administration Act, or any similar United States law or regulation requires an export license or other U.S. Government approval, unless the appropriate export license or approval has first been obtained. By downloading or installing the Software you agree to abide by this Export provision.

14. Governing law. This Agreement is governed by the laws of your country of residence , without reference to its conflict of laws principles. Any dispute between you and TP VISION regarding this Agreement shall be subject to the non-exclusive jurisdiction of the courts of your country of residence.

15. General. This Agreement contains the entire agreement between you and TP VISION and supersedes any prior representation, undertaking or other communication or advertising with respect to the Software and user documentation. If any part of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.
