



END USER LICENSE AGREEMENT - DTAPI-TS

Version 1.0

This End User License Agreement is an agreement between you, the Licensee, and the Licensor regarding the DTAPI-TS Software. By using the Software, the Licensee is accepting the terms of this agreement. If these terms are not acceptable, the Licensee should not install or use any portion of the Software, and should notify the Licensor, in which case a refund of the license fee will be provided.

Summary of key terms

You need one single-user license for each developer working on project(s) using DTAPI-TS. A site license permits all individuals employed by you and operating within a five kilometer radius of a single location the rights to use DTAPI-TS and incorporate it into your software products. DTAPI-TS is run-time royalty free as long as the fixed license fee is paid.

A DTAPI-TS license includes one year of maintenance, which can be extended. While DTAPI-TS is under maintenance, you can download and use new versions of DTAPI-TS. When maintenance expires, you can continue to use the product, but you cannot use new versions.

All terms

1. Definitions. The following definitions apply under this agreement:
 - a. "DekTec" shall refer collectively to DekTec Digital Video B.V. and its subsidiaries, including DekTec America Inc.
 - b. The "Integrated Products" are software products distributed by the Licensee that contain the DTAPI-TS library as a component.
 - c. The "Licensee" is defined as the company or individual using the Software in any manner.
 - d. The "Licensor" means the DekTec entity with whom the Licensee places the purchase order for the Software, either DekTec Digital Video B.V. or DekTec America Inc.
 - e. The "Parties" are the Licensee and the Licensor.
 - f. The "Software" is the DTAPI-TS software library, with functions for transport-stream analysis and associated functions, and its documentation, including all updates, revisions, modifications, additions, corrections and fixes thereto.
2. License. So long as the Licensee is in compliance with all obligations set forth in this agreement, the Licensor grants the Licensee a perpetual, non-exclusive, non-transferable license to use the Software in its binary form as a part of the Licensee's Integrated Products, commencing on the date of first delivery to the Licensee of the Software. The documentation included with the Software may be used only for purposes of assisting the Licensee with the foregoing. The original license and any maintenance licenses may be terminated immediately, without any refund of the license fee, if the Licensee fails to comply with any of the terms herein.
3. License Fee. In consideration for this license, the Licensee shall pay to the Licensor the license fee set forth in a purchase order or other documentation provided by the Licensor.



4. Types of Licenses. The particular license granted to the Licensee shall be either a single-user license or a site license, as designated in the purchase order or other documentation provided by the Licensor. The Licensee shall be bound to the terms of the particular type of license granted, as follows:
 - a. A single-user license permits the Licensee to designate a single individual employed or engaged by the Licensee to have rights to use the Software and incorporate it into the Licensee's Integrated Products. A separate single-user license is required for each individual engaged in the application-development project involving the Software. A single-user license is not transferable from one individual to another.
 - b. A site license permits all individuals employed or engaged by the Licensee and operating within a five kilometer radius of a single location, which shall be designated by the Licensee, the rights to use the Software and incorporate it into the Licensee's Integrated Products. A site license is not transferable from one company to another company or from one company site to another company site.
5. Updates. The original license grants the Licensee the perpetual right to download and use the Software as initially provided to the Licensee and any new versions of the Software that are released by DekTec over the one-year period commencing on the date of first delivery to the Licensee of the Software. At the end of this year term, the Licensee has the option to prolong the right to download and use new versions of the software that are released by DekTec during subsequent one-year periods by purchasing successive one year maintenance licenses. Following the expiration of a license term or maintenance license term, if the Licensee chooses not to acquire a subsequent maintenance license, then the Licensee will have the right to continue to use the versions of the Software released by DekTec when the license was in effect, but will not be entitled to use any further versions of the Software released by DekTec following the expiration of the license. The maintenance license shall be either a single-user maintenance license or a site maintenance license, depending on the original license type. The term "license" in this agreement shall refer to any type of license, whether an original or maintenance license, and whether a single-user license or site license, unless a particular type of license is specified.
6. No Royalties. If the Licensee is in full compliance with this agreement, including by paying the license fee covering the period during which the applicable versions of the Software are released by DekTec, there shall be no run-time or other royalties payable by the Licensee to the Licensor based on each use of the Software or the sale of each of the Integrated Products.
7. Failure to Pay Fees. The Licensee acknowledges and understands that the use of the Software as provided for herein without the payment of the applicable license fee will result in serious damage to DekTec, not only in the loss of license fee revenue, but in (i) the incurring of costs to uncover and investigate the noncompliance, including by obtaining a certification or conducting an audit as provided in Section 8 below; (ii) the diversion of DekTec's representatives' effort and attention while responding to the unauthorized use; and/or (iii) encouraging DekTec's other licensees or third parties to engage in similar acts, thereby contributing to a general atmosphere of noncompliance with the license fee requirement and injuring the DekTec brand. At the same time, the Licensee and the Licensor acknowledge and agree that these damages would be difficult to quantify. Therefore, the Licensee hereby agrees and acknowledges that, if the Licensee sells any Integrated Product incorporating any aspect of any version of the Software released by DekTec at a time when the license is not in



effect based on the failure of the Licensee to pay a license fee, the Licensee shall pay the Licenser as liquidated damages, and not as a penalty, U.S. \$250.00 per each such individual Integrated Product sold. These liquidated damages shall not apply in the event of the Licensee's non-compliance with any obligation of this agreement other than the obligation to pay the license fee. For non-compliance in any other respects, the Licenser may seek any remedy available at law.

8. Certification and Audit. Upon the request of DekTec, the Licensee agrees to provide a declaration signed by an authorized representative certifying the actual number of users of the Software and the sites where the Software is being used. Upon the request of DekTec, a representative of DekTec shall be permitted to audit and visit the Licensee's premises to inspect its use of the Software to confirm that it is complying with this agreement.
9. Ownership of Intellectual Property Rights. The Software is proprietary to DekTec and DekTec reserves all rights to the Software not expressly granted herein. This agreement does not grant the Licensee an ownership interest in or to the Software. All right, title, and interest in and to the Software, including all associated intellectual property rights in the Software, are and shall remain with DekTec. The Software is protected by trade secret laws, copyright laws, and international copyright treaties, as well as other intellectual property laws and treaties.
10. Specific Prohibited Uses; Confidentiality. The Licensee and any other party acting on the Licensee's behalf may not, except to the extent expressly permitted herein to incorporate the Software into and sell the Licensee's Integrated Products, (i) modify, decompile, disassemble or otherwise reverse engineer the Software; or (ii) prepare derivative works of the Software. The Licensee shall keep confidential and use its best efforts to prevent and protect the Software from unauthorized disclosure or use.
11. Prohibition on Resale. The Licensee and any other party acting on the Licensee's behalf may not resell, distribute, rent or otherwise sub-license the Software alone as a software library, or in a manner that is not incorporated into an Integrated Product of the Licensee, without prior written agreement from DekTec.
12. Licensee Products. The Licensee shall be solely responsible for the development and manufacture of the Integrated Products. DekTec shall have no responsibility therefor. The Integrated Products shall be sold in the Licensee's own name and for its own account. The Licensee is free to determine its own price for the Integrated Products and may charge its customers for the features that the Software is adding to its Integrated Products. The Licensee may not advertise its Integrated Products as incorporating the Software, except with the written consent of DekTec. The Licensee shall indemnify DekTec and its representatives from and against any and all liabilities which directly or indirectly arise from the Licensee's Integrated Products.
13. Amendments. The Licenser may, in its sole discretion, establish modified terms of this agreement to apply to new or updated versions of the Software that are provided following the initial delivery of the Software, which terms shall be binding on the Licensee related to the new or updated Software.
14. Limitation of Liability. In no event shall DekTec or its agents or employees be liable under any circumstances or under any legal theory, whether in contract, in tort, in negligence, or otherwise, for any direct, indirect, special, consequential, incidental, or punitive damages (including damages for loss of use, information, goodwill, profit, work stoppage, data,



business or revenue) arising out of the use of, or inability to use the Software, or arising out of any defect in any aspect of the Software, even if DekTec has been advised of the possibility of such damages or such damages are foreseeable. Specifically, DekTec is not liable for any of the Licensee's Integrated Products, even if they contain or use elements of the Software. DekTec is also not liable for damage done to or caused by third party products. In any event, the entire liability of DekTec with respect to the Software shall be limited to the license fee paid by the Licensee for the Software.

15. No Warranties. The Software is provided "as is." DekTec makes no representations or warranties of any kind or nature regarding the Software; and all such representations and warranties, including (without limitation) all implied warranties of merchantability or fitness for a particular purpose, are expressly disclaimed by DekTec. DekTec does not warrant that the software will meet the Licensee's requirements or that the operation of the Software will be uninterrupted or error free. Any warranty provided related to any DekTec hardware does not include the Software, even if the Software is installed or used on that hardware.
16. Miscellaneous. Should any term of this agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Upon written notice to the Licensee and at no additional cost to the Licensor, the Licensor may assign or transfer this agreement, and any or all of Licensor's or DekTec's rights and obligations hereunder, to any party.
17. Choice of Law; Forum Selection. The Parties hereby agree as follows:
 - a. If the purchase order for the Software is placed with DekTec Digital Video B.V., then (i) the Parties agree that this license shall be interpreted under and governed by the laws of the Netherlands, without reference to its conflict of law rules, and (ii) in the event of any dispute between the Parties, the Parties irrevocably submit to the personal jurisdiction of a court with appropriate subject matter jurisdiction in the Hague, waive any objection to jurisdiction or venue in such courts, and waive any claim that such forum is an inconvenient forum.
 - b. If the purchase order for the Software is placed with DekTec America Inc., then (i) the Parties agree that this license shall be interpreted under and governed by the laws of the State of Colorado, U.S.A., without reference to its conflict of law rules, and (ii) in the event of any dispute between the Parties, the Parties irrevocably submit to the personal jurisdiction of the state and federal courts of Colorado, U.S.A., waive any objection to jurisdiction or venue in such courts, and waive any claim that such forum is an inconvenient forum.