



FINAL USER'S LICENSE AGREEMENT FOR MEDIALON SOFTWARE & PLUG-IN

IMPORTANT – READ ATTENTIVELY: By loading and installing the software on your computer, you indicate your acceptance of the following Final User's License for Medialon Software & Plug-In product (the "License Agreement") which is either : (i) printed on a licence card with the software; (ii) on-line in the software application. If you do not agree to the terms of this License Agreement, for a full refund, promptly return this product to the place you obtained it.

The License Agreement is entered into between you (the final user, a legal entity or natural person), and Medialon, 101 rue Pierre Sépard, 92324 Chatillon Cedex France, SA with a capital of 398 202€ registred at Nanterre RCS B 383 966 009 00029, and concerns the aforementioned software product, any attached add-in software, the documentation in electronic format and any example or educational software (the "Software").

You shall inform all authorized users of the Software of the terms and conditions of this Agreement.

License granting

The Software is protected by Intellectual Property Right, copyright law and by international agreements. Any partial or total reproduction or distribution of the Software, by any means whatsoever, is strictly prohibited. Any person not respecting these provisions shall be guilty of the crime of forgery and shall be liable to the penal penalties provided for by law.

The Software is not sold but transferred under license. You are authorized to install, use, run ONE copy of the Software on ONE computer. If you use a network server, you can install one copy of the Software on it, but you must acquire a user's license for each distinct customer computer using the Software. You are not authorized to use the Software for shared work time or on behalf of a third party.

All other rights not expressly granted in the present contract are reserved by MEDIALON SA, in particular the present contract grants you no right in relation to the service or trade mark belonging to MEDIALON SA. MEDIALON SA is the sole holder of the right to make any and all required corrections to the Software in order to comply with the Software documentation.

Save as otherwise provided by law, you are not authorised to reconstitute, reverse engineer, to de-compile or disassemble the Software product.

If the software product is an update, you must, in order to use it, be the holder of a user's license for the

original product. An update replaces the product that gave you the right to the update.

The original holder of the license for the software product is only authorized to transfer this contract once and permanently, to another end user provided that he provides written notice to MEDIALON SA and the recipient agrees to be bound by and subject to the terms and conditions of this Agreement. This transfer must include all the software elements including without limitation the most recent update and all prior versions, electronic and paper documents and the certificate of authenticity.

Copyright

All ownership rights and copyrights relating to the Software, any attached add-in software, the documentation in electronic or paper format and any other example or educational applications are proprietary of MEDIALON SA. MEDIALON SA retains all title and ownership of the Software and Software Documentation. All intellectual property rights relating to the APIs and contents to which the product can give access are proprietary of the respective owners of these APIs and contents, and can be protected by regulations and international agreements relating to copyrights and intellectual property rights.

Limited warranty

MEDIALON SA warrants that the magnetic media on which the Software is recorded and any Software Documentation will be free from defects in material and workmanship under normal use for a period of one (1)

year from first date of purchase (date of invoice). MEDIALON SA also warrants that the original copy of the Software will perform substantially in accordance with the accompanying Software documentation for one (1) year from the date of receipt.

MEDIALON SA does not warrant that the functions contained in the Software will meet your all requirements or that the operation of the Software will be error free or uninterrupted.

Your exclusive remedy for breach of MEDIALON SA warranty shall be (i) in case of defects in the media, the replacement by MEDIALON SA of any magnetic media not meeting the warranty and (ii) in case of any defect in the Software, MEDIALON SA shall use reasonable efforts to provide maintenance, modifications or fixes in a timely manner, or at its option replace the Software, provided the Software is returned with a copy of your receipt. This limited warranty is void if failure of the Software has resulted from accident, abuse, alteration or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period two (2) months, whichever is longer.

MEDIALON SA is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software or any upgrade or update is procured, nor is MEDIALON SA for problems which occurs as a result of the use of the Software in conjunction with software of third parties or with hardware which is incompatible with the operating system for which the Software is being procured.

Infringement

MEDIALON SA, at its own expense, will indemnify and defend you against any action brought against you to the extent that it is based on a claim that the Software or any upgrade or update of the Software used within the scope of this Agreement infringes any French patent or copyright provided that MEDIALON SA is promptly notified in writing of such claim. MEDIALON SA shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event may you settle any such claim, lawsuit, or proceeding without MEDIALON SA's prior written approval. MEDIALON SA shall have no liability for any claim under this section if a claim for a French patent or copyright infringement is based on the use of a superseded or altered version of the Software if such infringement would have been avoided by use of the latest unaltered version of the Software made available to you, or in the event such claim is based upon any modification or enhancement to the Software made by you or on your behalf. In the event a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if your use of the Software is enjoined by a court, then MEDIALON SA shall, in its sole election and at its expense either (i) procure for you the right to continue to use the Software pursuant to this Agreement; (ii) replace or modify the Software to make it non-infringing; or if (i) and (ii) are not reasonably feasible, (iii) terminate this Agreement and refund to you the depreciated value of the Software, based on straight line depreciation over a period of 5 years. The

foregoing obligations state MEDIALON SA's entire liability and your exclusive remedy of and MEDIALON SA shall have no other liability or obligation with respect to any actual or alleged infringement of any intellectual property rights under this Agreement

Limitation of liability

MEDIALON SA's entire liability to you or another party for any loss or damage resulting from any claims, demands or actions arising out of this Agreement shall not exceed the license fee paid to MEDIALON SA for the Software ("License Fee"), net of dealer or distributor margins, notwithstanding any failure of essential purpose of any limited remedy.

No other warranties

Except for the express warranty provided under heading Limited Warranty above, the Software and its related documentation are provided "As Is" and without a warranty of any kind, whether express, implied, statutory and MEDIALON SA specifically disclaims the implied warranties, terms or conditions of merchantability, non-infringement and fitness for a particular purpose.

No liability for consequential damages

ACCORDING TO DANGEROUSNESS OF CERTAIN KIND OF EQUIPMENTS WHICH CAN BE CONTROLLED BY THE SOFTWARE, THE LIABILITY OF MEDIALON SA IS SUBMITTED TO THE STRICT COMPLIANCE WITH THE MANDATORY SAFETY RULES AS DESCRIBED INTO THE SOFTWARE DOCUMENTATION.

Save as otherwise provided by law, in no event and more particularly in case of breach of the safety rules as described into the Software documentation, shall MEDIALON SA be held liable for any special, indirect or accessory damage, of any nature whatsoever, including without limitation body or material injury, loss of profit, interruption of activity, loss of information or other pecuniary losses which may result from the use or the impossibility to use the Software, and this even if the company MEDIALON SA has been notified of the possibility of such prejudice.

Termination

This Agreement is effective until terminated. This Agreement will terminate if you fail to comply with any provision of the Agreement. Upon termination, you shall destroy all copies of the Software, including security keys and modified copies, if any.

Maintenance and support

Maintenance, including the provision of upgrades and updates to the Software, and telephone support is available from MEDIALON SA only through a maintenance plan. Updates and upgrades are not available separately.

General provisions

If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be interpreted and construed in accordance with the laws of France. Any dispute arising out of this Agreement shall be submitted to Paris Commercial Court (Tribunal de Commerce de Paris).

MEDIALON SA
101 rue Pierre Sémard
92324 Châtillon Cedex
France
www.medialon.com