

Avid Technology, Inc.

## END USER SOFTWARE LICENSE AGREEMENT

AVID TECHNOLOGY, INC. ("AVID") IS WILLING TO LICENSE THIS SOFTWARE TO YOU, THE LICENSEE, ONLY UPON THE CONDITION THAT YOU ACCEPT THE TERMS CONTAINED IN THIS LICENSE. BY CLICKING ON THE "YES" BUTTON, YOU ARE INDICATING THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDITIONAL TERMS AND CONDITIONS CONTAINED HEREIN, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO OR UNDERSTAND ALL THESE TERMS, THEN AVID IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU SHOULD CLICK THE "NO" BUTTON AND THE INSTALLATION WILL NOT PROCEED. IF YOU DO NOT AGREE TO OR UNDERSTAND THESE TERMS, YOU MUST RETURN THE SOFTWARE WITHIN SEVEN DAYS OF THE DATE OF PURCHASE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

### 1. Definitions (as used in this Agreement):

- (a) "Software" means all software, in object code only, provided by AVID to you, together with all firmware, technology contained in circuit boards, the authorization key contained in the Dongle, and all Avid-authorized updates, replacements or modifications provided to You. This Software may contain software licensed by third parties to AVID.
- (b) "Hardware" means any equipment originating with and packaged by AVID for sale in conjunction with the Software, and includes but is not limited to the "Dongle". The Hardware may contain refurbished parts. Hardware excludes any equipment not originating with and packaged by AVID for sale with the Software.
- (c) "Documentation" means the user guides, reference manuals, installation materials and other written materials (in whatever format, including electronic or hardcopy) relating to the System which AVID provides to You.
- (d) "Dongle" means the Hardware/Software "authorization key" packaged by AVID with the Software (or any AVID-authorized replacement provided to You) and which contains a unique series of data elements which enables the use of the Software.
- (e) "System" means a system furnished by AVID and comprised of Hardware and/or Software, Dongle, and related Documentation.

### 2. Limited Use License

- (a) Subject to the terms and conditions contained in this Agreement, AVID grants, and You accept, a non-exclusive, non-transferable (except as provided below) license, without the right to sublicense, and right (i) to use the Software only on a single computer, and (ii) to use the Documentation, in each case solely for Your internal purposes only. The Software may only be used by a single user at any time, and may not be used as a networked application. Additional concurrent users will require additional licenses for the Software. You may physically transfer the Software from one computer to another provided that the Software is used on only one computer at a time. You must obtain a supplementary license from AVID before using the Software in connection with systems or multiple central processing units. Additionally, you may not distribute copies of the Software or the accompanying Documentation to others nor may you modify or translate the Software or Documentation. You may not transfer the Software or this license, except in compliance with AVID's license transfer procedures, which among other things require the transferee prior to such transfer to agree in writing to be bound by Your obligations hereunder, and may in some jurisdictions require the payment of a transfer fee.
- (b) Notwithstanding the foregoing, You may rent the System to a third party for a temporary, defined period provided: (i) You may not rent the Software separate from the Hardware or Dongle; (ii) You remain responsible for all of Your obligations hereunder; (iii) You ensure that each such third party complies with all obligations hereunder; (iv) You notify AVID on request of the location of the System; and (v) You indemnify, defend and hold AVID harmless from and against any claims or liabilities that may arise from Your rental of the System.

(c) You will take all reasonable steps to safeguard the Software, and the Documentation and to ensure that no unauthorized persons have access to the Software or the Documentation, and that no persons authorized to have such access shall take any action which would be prohibited by this Agreement if taken by You. You will not, directly or indirectly, reverse engineer, disassemble, decompile or otherwise alter the Software (including but not limited to the Dongle); provided, however, that (i) if You are located in the European Union or Norway, if reproduction of the code and translation of its form are necessary to obtain the information required to achieve the interoperability of the Software with other programs, You shall inform AVID in writing accordingly and AVID shall notify You within twenty (20) business days from receipt of Your request that: (A) AVID will perform the work in order to achieve such interoperability and charge You a reasonable expense allowance for such work, or (B) You yourself are entitled to undertake those actions, but only to the extent required to achieve the interoperability of the Software with other programs; and (ii) if You are not located in the European Union or Norway, this Section 2(c) gives You specific legal rights, and You may also have other rights which vary from jurisdiction to jurisdiction.. You will include and will not alter or remove any copyright, patent, trade secret, proprietary and/or other legal notices contained on or in the System, including the Software, Dongle, or the Documentation. The existence of any such notices on or in the System shall not be construed as an admission that publication has occurred.

(d) You acknowledge that the Software may include features that ensure that Your use of the Software complies with the terms of this Agreement.

(e) The Software may be accompanied by a Dongle, which contains an "authorization key." An authorization key is a unique series of data elements which enables You to access and use the version of the Software licensed to You. Such keys are confidential and non-transferable and must be returned or destroyed by You upon termination of this Agreement, as provided in Section 11.

(f) This license is limited to the version of the Software (including features) originally approved by AVID to be licensed to You, as accessed through the applicable AVID-configured Dongle (or any AVID-authorized replacement). This license does not extend to any other version, even if such version may be part of the Software, and access to such versions may only be accomplished through a separate AVID-authorized license accompanied by a separate AVID-authorized Dongle or other authorization key. You acknowledge that it is a breach of this license for You, or anyone acting on Your behalf, to modify or alter the Dongle configuration to access any version of the Software not originally licensed to You, or to use with the Software any other Dongle or authorization key not originally supplied with the Software (or any AVID -authorized replacement).

(g) If You are renting the System from the licensee who obtained the System from AVID, You shall be bound by all the terms and conditions of this Agreement to the same extent as such licensee; provided, however, that (i) AVID makes no warranties to You under Section 7 below; (ii) You shall not be entitled to any Software maintenance and support, if any, provided by AVID under Section 8 below; and (iii) You shall have no right to rent the System to any other parties.

(h) In addition to the Software, Avid may provide with the System certain third party software (such as plug-ins) to be used at Your own option (the "Third Party Software"). If You decide to use such Third Party Software, Your use shall be governed by any applicable third party's license agreement provided to You, an electronic copy of which will be installed in the appropriate product folder on Your computer upon installation of the Third Party Software. AVID AND ITS RESELLERS, DISTRIBUTORS AND LICENSORS ARE NOT RESPONSIBLE FOR SUCH THIRD PARTY SOFTWARE AND SHALL HAVE NO LIABILITY FOR YOUR USE OF IT. Where no such agreement is provided to You separately, Your use shall be governed by this Agreement.

3. Title. This Agreement is not a sale of the Software, the Documentation or any copy thereof. AVID and its licensors retain all rights, title, interest, and ownership of the Software and the Documentation, including patents, copyrights, trademarks, trade secrets and other proprietary rights applicable thereto, and all copies, regardless of the form or media on or in which the original or any copy may exist. The Software and the Documentation are protected by United States, Canadian and other applicable laws and by international treaty provisions. Except as stated herein, this Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect of Software, Hardware, and Documentation.

4. Restrictions on Copying. You are hereby licensed to make one copy of the Software in machine-readable form solely for backup purposes, provided that You include and not alter or remove any copyright, patent, trade secret, proprietary and/or other legal notices contained on or in the Software or Documentation. All copies or partial copies of the Software or Documentation, whether in printed, machine-readable or other form, shall be considered part of the Software or Documentation and shall be subject to this Agreement. Except as expressly provided herein, You may not copy, nor encourage or allow copying of, the Software or Documentation. You may not cause or permit the disclosure, copying, licensing, sublicensing, leasing, dissemination or other distribution of the Software or the Documentation by any means or in any form, without the prior written consent of AVID. You may not use the Software to conduct a service bureau, ASP business or similar business for the benefit of third parties.

5. Confidentiality. You acknowledge that the System contains proprietary and confidential property of AVID and/or AVID's licensors embodying trade secrets (collectively, "Confidential Information"). You will not disclose, provide or otherwise make available any such Confidential Information to any person other than Your employees and/or consultants who need to have access thereto to carry out their duties and who are bound by appropriate confidentiality or nondisclosure agreements.

6. Government End Users. U.S. GOVERNMENT RESTRICTED RIGHTS. The System was developed at private expense and with no government funds. If any Software or Documentation is acquired by or on behalf of a unit or agency of the U.S. Government, the Government agrees that such Software or Documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to such Software or Documentation are limited by the terms of this License Agreement, pursuant to U.S. Federal Acquisition Regulations §12.212(a) and/or Defense Federal Acquisition Regulations Supplement §227.7202-1(a), as applicable. The Software is proprietary data, all rights of which are reserved under the copyright laws of the United States, Canada and other countries.

7. Limited Warranty.

(a) AVID warrants solely to You that the System, unmodified by You, will function substantially in accordance with AVID's published specifications for the period(s) set forth in the applicable warranty policy in effect at the time of licensing when given normal, proper, and intended usage, provided that You implement all releases, enhancements and corrections previously offered to You by AVID. This warranty does not apply to expendable components, such as, but not limited to, computer diskettes and tapes. Your sole remedy and AVID's exclusive liability for a breach of this limited warranty shall be, at AVID's option, the repair or replacement of the non-conforming System. AVID AND ITS RESELLERS, DISTRIBUTORS AND LICENSORS DO NOT WARRANT THAT YOUR USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) If AVID determines that the System, or the component parts thereof, for which You have requested warranty service are not eligible for warranty service, You will pay or reimburse AVID for all reasonable costs of investigating and responding to such request at AVID's then prevailing time and materials rates. If AVID provides repair service or replacement parts that are not covered by the warranty provided in this Section, You will pay AVID at AVID's then prevailing time and materials rates.

(c) AVID shall have no obligation to provide warranty or maintenance service in respect of claims resulting, in whole or in part, from (i) catastrophe, fault or negligence, (ii) improper or unauthorized use or repair of the System, (iii) use of any System in a manner for which it was not designed, (iv) causes external to the System such as, but not limited to, power failure or electric power surges, or (v) use of the System in combination with equipment or software not supplied or approved by AVID.

(d) Notwithstanding the above, no warranty shall apply to Hardware, Software or Documentation which is designated as "beta," "limited release," "pre-release," or otherwise as not being subject to warranty. All such Hardware, Software and Documentation is provided "AS IS" AND WITH ALL FAULTS. IN ADDITION, NO WARRANTY APPLIES TO LOST OR STOLEN DONGLES. YOU ARE ADVISED TO INSURE YOUR DONGLES AGAINST LOSS OR THEFT.

(e) EXCEPT AS STATED ABOVE, AVID AND ITS RESELLERS, DISTRIBUTORS AND LICENSORS EACH DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SYSTEM (OR ANY COMPONENT PARTS THEREOF), ANY THIRD PARTY SOFTWARE, INCLUDING ANY AND ALL WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY'S RIGHTS, QUALITY, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow limitations on disclaiming implied warranties or conditions, so the above limitation may not apply to You.

(f) If You have questions about performance of this product, or this limited warranty, you can contact AVID at Avid Technology Park, One Park West, Tewksbury, MA 01876 c/o Customer Support (or such other address as AVID may make available from time to time), or visit [www.avid.com](http://www.avid.com) to obtain information on limited warranty performance.

(g) This limited warranty gives You specific legal rights, and You may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of relief, incidental or consequential damages, so the above limitation or exclusion may not apply to You.

8. Software Maintenance (This Section 8 is applicable only if AVID provides maintenance). Software maintenance charges and options are specified by AVID from time to time. In the event You purchase Software maintenance, such maintenance shall be subject to the terms and conditions effective on the date of such purchase, and AVID shall provide the following, plus options, if any, which You purchase, effective immediately upon expiry of the applicable warranty period:

(a) You will receive one copy of maintenance releases to the Software and Documentation if and as they are generally made available at no additional charge to AVID customers which have purchased AVID software maintenance. Maintenance releases may contain minor functional enhancements and corrections. Maintenance releases do not include upgrades or major product releases.

(b) AVID will use reasonable efforts, including by means of a workaround or telephone hot-line support, to cause Software not covered by AVID's warranty to perform substantially in accordance with specifications after having been notified by You of non-performance. If AVID is unable to cause such Software to perform substantially in accordance with such specifications, then Your sole remedy and AVID's exclusive liability is a pro rata refund of the fees You paid for such maintenance for the remainder of the then-current maintenance period.

(c) AVID will provide maintenance only on the then most current and one immediately prior version of the Software. AVID's obligation to provide maintenance shall be conditioned on Your: using only AVID-approved products and maintaining the correct operating environment in accordance with requirements stipulated in the applicable System specifications; designating one of Your employees at each site to be AVID's single service contact and allowing AVID reasonable access to the System and necessary data; promptly installing all changes and/or updates furnished by or on behalf of AVID; notifying Avid in writing prior to relocating the System to a permitted location other than the site at which the System is then-currently installed; and being current in all payments to AVID.

(d) In the event You request a field visit to perform maintenance or warranty services, You agree to pay AVID its then-current charges associated with field visits.

(e) EXCEPT AS STATED ABOVE, AVID AND ITS RESELLERS, DISTRIBUTORS AND LICENSORS EACH DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO SUCH MAINTENANCE, INCLUDING ANY AND ALL WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY'S RIGHTS, QUALITY, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. THE MAXIMUM LIABILITY OF AVID AND ITS RESELLERS, DISTRIBUTORS AND LICENSORS ARISING OUT OF THE SALE/LICENSE OF THE SYSTEM OR THE USE THEREOF OR THE PROVISION OF MAINTENANCE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR

OTHERWISE, SHALL NOT EXCEED (A) WHERE THE CLAIM RELATES SOLELY TO THE SYSTEM, THE ACTUAL PAYMENT MADE BY YOU FOR THE SYSTEM; (B) WHERE THE CLAIM RELATES SOLELY TO MAINTENANCE, THE AMOUNTS PAID BY YOU FOR MAINTENANCE IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM; OR (C) WHERE A CLAIM RELATES BOTH TO THE SYSTEM AND MAINTENANCE, THE AMOUNTS PAID BY YOU DURING THE LAST TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM WITH REGARD TO THE SYSTEM AND MAINTENANCE. Some jurisdictions do not allow the limitation of liability to specified amounts, so the above limitations may not apply to You.

10. Exclusion of Damages. IN NO EVENT SHALL AVID AND ITS RESELLERS, DISTRIBUTORS AND LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA OR LOSS OF USE DAMAGES (INCLUDING WITHOUT LIMITATION "DOWNTIME") AND LOST PROFITS, ARISING HEREUNDER OR FROM THE SALE OF THE SYSTEM OR THE LICENSE OF THE SOFTWARE AND DOCUMENTATION OR THE USE OF ANY OF THEM OR THE PROVISION OF MAINTENANCE OR ANY DELAY OR FAILURE TO DELIVER THE SYSTEM OR MAINTENANCE, EVEN IF AVID OR AVID'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, special, punitive or indirect damages, so the above limitation or exclusion may not apply to You.

11. Term. This Agreement is effective until terminated. You may terminate the license at any time by returning the Software and all Documentation to AVID and by removing the Software and all copies thereof from the memory of any computer into which the Software has been transferred. This Agreement shall terminate automatically if You fail to comply with any term or condition contained herein. Within seven days of AVID's termination of this Agreement, You will return to AVID the original and all copies of the Software and the Documentation. Any Software you are required to return hereunder includes circuit boards containing AVID proprietary software, firmware, or other technology. The Dongle (which contains proprietary authorization keys) shall also be returned to AVID, or, at AVID's option, You may destroy it and certify to AVID that it has been destroyed.

#### 12. Export.

(a) You acknowledge that the Software, Hardware, Documentation and/or technical data associated therewith ("Technical Data") are subject to the export control laws of the United States. You agree that You shall comply with all applicable U.S. export control laws and regulations, and shall not export or re-export the Software, Hardware, Documentation and/or Technical Data, or direct products thereof, except as authorized by U.S. law.

(b) Without limiting the foregoing, You acknowledge that you are not a person or entity prohibited from receiving U.S. exports or a person or entity which engages in the development, production, or stockpiling of missiles or nuclear, chemical, or biological weapons. You further acknowledge that (i) You are not located in, and (ii) You are not a national of any country that is restricted or embargoed by the United States government or for which an export license is required under regulations promulgated by the U.S. Department of Commerce.

(c) You agree not to export, re-export, or otherwise disclose the Software, Hardware Documentation and/or Technical Data to any national of the above-listed countries, or to any other person or entity prohibited from receiving U.S. exports or to any entity which engages in the development, production, or stockpiling of missiles or nuclear, chemical, or biological weapons.

(d) Without limiting any of the foregoing, in the event You export the Software, Hardware, Documentation or Technical Data from the country in which You first received it, You assume the responsibility for compliance with all applicable export and re-export regulations, as the case may be.

13. Respect for Rights and Indemnification. You agree that You shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdiction in which You use the Software and Documentation, including but not limited to, applicable restrictions concerning copyright and other intellectual property rights. This Software is intended for use only with properly licensed media, content, and content creation tools. It is Your responsibility to ascertain whether any copyright, patent, or licenses are necessary and to obtain any such licenses to duplicate, modify, transmit, distribute, and/or create or compress such media,

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#### 14. Choice of Law; Jurisdiction; Language.

(a) This Agreement will be governed by, and any court actions hereunder shall apply, the laws in force in the Commonwealth of Massachusetts, excluding: (i) the application of its conflicts of law rules; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

(b) You and AVID agree that the exclusive venue shall be the federal and state courts in and of the Commonwealth of Massachusetts, United States of America, and each of us submits to the exclusive jurisdiction of such courts. Nothing contained in this paragraph shall prevent either You or AVID from seeking equitable relief such as an injunction in whatever jurisdiction as may be appropriate.

#### 15. General

(a) This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter herein and is intended by the parties to be the complete and exclusive statement of the terms of their Agreement. This Agreement shall not be amended, altered or changed by any purchase order or other instrument submitted by You. If AVID provides any modification, enhancement, replacement or update for the Software to You, such modification, enhancement, replacement, or update shall be governed by the terms of this Agreement, or any additional or different terms and conditions that may be required by AVID as a condition to Your using such modification, enhancement, replacement or update. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and shall not affect the enforceability of any other provision of this Agreement. The waiver of any party of a breach or default under any provision under this Agreement or the failure of such party to exercise its rights under this Agreement in any instance shall not operate or be construed as a continuing waiver or a waiver of any subsequent breach or default. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar).

(b) You shall be responsible for and shall pay, and shall reimburse AVID on request if AVID is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that is based on AVID's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the System.

(c) Except as expressly provided otherwise herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. AVID's failure to enforce, or waiver of a breach of, any provision hereof shall not constitute a waiver of any other breach of such provision. You acknowledge that a breach by you of Sections 2, 4, or 5 of this Agreement would constitute irreparable harm to AVID for which a remedy at law would be inadequate and therefore consent to being enjoined from any such breach without requiring AVID to post a bond.

(d) AVID shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, labor disputes, failure or delay of transportation or telecommunications, or by vendors or subcontractors, or any other similar cause or causes beyond its reasonable control.

(e) The terms and conditions of this Agreement will be held as confidential by both parties hereto, provided, however, that AVID may cite that You are a user of the System.

(f) The System is not fault-tolerant and is not designed, certified, tested, manufactured or intended for use in hazardous environments requiring fail-safe or uninterrupted performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or disposal of hazardous waste, in which the failure of the System could lead directly or indirectly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). AVID AND ITS RESELLERS, DISTRIBUTORS AND LICENSORS HAVE NOT MADE ANY EXPRESS WARRANTIES AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR HIGH RISK ACTIVITIES. You agree to indemnify and hereby hold AVID, its licensors and resellers harmless from any claims for losses, costs, damages, expenses, or liability which may arise out of or in connection with the use of the System for High Risk Activities.

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