

**UDcast's TERMS AND CONDITIONS OF SALE**

(March 21, 2008)

This Agreement contains the terms and conditions that apply to purchases by private (individual or corporate organization) or public Customers from the UDcast entity named on the invoice and/or other commercial documents (including brochures, price lists, adverts, quotations, or on the internet) ("UDcast") that will be provided to you ("**Customer**") on orders for Products by UDcast. They are made available to Customers on UDcast's Web site (<http://www.udcast.com/legal.htm>). By purchasing Products from UDcast and/or accepting delivery of the Products described on that invoice, Customer agrees (i) to have received, and/or to have been made aware of the UDcast Web site page where to find, these terms and conditions and (ii) to be bound by and accepts these terms and conditions.

THESE TERMS AND CONDITIONS APPLY (I) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH UDCAST, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) UNLESS OTHER UDCAST STANDARD TERMS APPLY TO THE TRANSACTION. IT PREVAILS OVER ANY CUSTOMER'S TERMS AND CONDITIONS OF PURCHASE, UNLESS UDCAST HAS AGREED TO BE BOUND BY SUCH TERMS AND CONDITIONS OF PURCHASE.

These terms and conditions are subject to change without prior written notice at any time, in UDcast' sole discretion.

1. **Definitions**

- 1.1 **Customer ("you"):** shall mean a person or company purchasing or using UDcast Products.
- 1.2 **UDcast ("we", "us", "our"):** shall mean the vendor as identified on our invoice.
- 1.3 **Software:** shall mean (i) the UDcast software programs (including the license keys that UDcast may issue for such software programs), in object code format which is either owned by UDcast or for which UDcast has been duly licensed with the right to sub-license such software, and (ii) all enhancements, modifications, updates and new releases, to such software (collectively "**Updates**") which may be provided to the Customer by UDcast from time to time or pursuant to the terms of section 11 ("**Maintenance Services**") below.
- 1.4 UDcast's **Products** means the Hardware and/or Software which may be provided by UDcast to Customer.
- 1.5 **Distribute and Distribution:** shall mean Customer's shipment of the Hardware or transmission of the Software in Integrated Products and of the sublicensing for Limited Use and Documentation to End Users directly and/or through Customer's distribution channels for use at the End User's facilities for the End User's business purposes.
- 1.6 **Documentation:** shall consist of printed and/or electronic materials relating to the Product, including user's manuals and technical manuals, provided by UDcast.

- 1.7 **End User:** means Customer's ultimate customers for the Product who receive a sublicense from Customer to use the Products.
  - 1.8 **Integrated Product or Customer Products:** means a Product sold by Customer, in which the UDcast Software, Hardware or technology is installed, integrated, bundled or embedded, as applicable.
  - 1.9 **Limited Use:** means that the Software can be used by an End User solely in conjunction with the contemporaneous use of Customer Products. Limited Use does not include use of the Software in a standalone fashion or with data not solely generated by the Customer Products.
  - 1.10 **Maintenance and Support Services:** shall mean the services described in Appendix A.
  - 1.11 **Hardware:** means commodities purchased or developed by UDcast and sold to Customers after integration or installation of Software.
  - 1.12 **Order Confirmation:** means acknowledgement of Customer's purchase order sent by UDcast.
  - 1.13 **Price:** shall mean the price of a Product stated in the Order Confirmation.
2. **Other Documents.** Other than as specifically provided in any separate formal purchase agreement between Customer and UDcast, these terms and conditions may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for Product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and UDcast.
3. **License.**
- 3.1 **Grant.** Subject to the terms and conditions of this Agreement, including the payment of the license fees set forth in the Order Confirmation, UDcast hereby grants to Customer a non-exclusive, non-transferable license:
    - a. (i) To use or have used the Products, (ii) to integrate or have integrated the Software into the Customer Products manufactured by or for Customer, (iii) to market or have marketed, standalone or together with or integrated into Customer Products manufactured by or for Customer, (iv) to use any Products for pre-sales, marketing, End User trial, demonstration, evaluation, End User training and care purposes and for internal training and testing purposes;
    - b. To grant perpetual and irrevocable sublicenses and rights to End Users to use Products and/or Software in Integrated Products in accordance with the Limited Use set forth herein;
    - c. To use the Products for internal development, training and testing of the Integrated Product;
    - d. To make copies of the Software solely for the purposes set forth in sections 3.1(a), (b) and (c) above;
    - e. To use a reasonable number of copies of the Software for the sole and exclusive purposes of End User and support, demonstrations and disaster recovery;

- f. To copy Documentation, incorporate all or any portion of the Documentation into or with Customer's documentation for the Integrated Product and Distribute the Documentation.
- 3.2 **No Other Rights.** Except as expressly set forth in this Agreement, Customer may not rent, assign, license lease, loan, sell or otherwise distribute the Products, Software, the Documentation or any derivative works based upon the Software (other than the Integrated Product) or Documentation in whole or in part. Customer shall not reverse engineer, decompile, or otherwise attempt to derive or modify the source code for the Software. Customer shall have no rights to the Software other than the rights expressly set forth herein.
- 3.3 **Non-Exclusive.** The licenses granted to Customer are non-exclusive, which means that UDcast can market, distribute and license the Products and any of UDcast other present or future Products directly to End Users worldwide and that UDcast can appoint other dealers, distributors, value-added resellers, original equipment manufacturers, licensees, system integrators, customers or agents to market, distribute and sublicense the Products to End Users worldwide.
4. **Application.** This Agreement applies to the sale of Products and Maintenance Services and all statements made by UDcast in brochures, price lists, adverts, quotations, on the internet or verbally unless modified by specific agreement between the parties. Variations to this Agreement must be made by UDcast in writing. Any other Terms, Conditions or Purchase Orders are excluded. Placing your order means acceptance of this Agreement. UDcast may change this Agreement at its choosing.
5. **Orders/Contract.** Orders are accepted in writing (including fax or e-mail) but are only binding when accepted by UDcast and UDcast sends out the Order Confirmation in writing. An Order Confirmation should be anticipated in 15 days following the issuance of a Purchase Order. Customer shall promptly check the Order Confirmation and notify UDcast of any mistake in writing immediately or the details stated in the Order Confirmation will apply to and be subject to these Terms & Conditions. Unless otherwise stated in Order Confirmation the Hardware and/or Software version to be shipped by UDcast will be the latest commonly in use.
6. **Fees.** Customer agrees to pay the Product, Software license, Maintenance or any other fees in accordance with the Order Confirmation and in its absence the price list applicable on the date of invoicing.
7. **Payment Terms; Orders; Quotes; Interest.** Quotations for price and payment terms are only valid in writing and for the period that stated. If unstated, quotations will be valid for 30 days. UDcast reserves the right to change Products at any time but UDcast guarantees you at least equivalent functionality and performance. Price excludes tax, shipment, insurance and installation. Exchange rates, duties, insurance, freight and purchase costs (incl. for components & Services) may cause UDcast to adjust prices. UDcast may invoice parts of an order separately. Orders are not binding upon UDcast until accepted by UDcast. Invoices may be raised on acceptance of the Purchase Order, shipment of the Products, acceptance by the Customer or ordering of the Maintenance Services, as appropriate. Payment will be made before supply or Service or, if agreed, within 30 days of the invoice date. Payment for the Products and Services and Support may be made by wire transfer, or some other prearranged payment method unless UDcast has agreed to credit terms.

UDcast may suspend deliveries or Services until full payment for all outstanding bills and monies owed to it. Customer agrees to pay interest on all past-due sums at the maximum rate permitted by applicable law. Cheques may only be accepted conditionally. Unless otherwise specified prices quoted are in Euros.

8. **Shipping Charges; Taxes.** Separate charges for shipping and handling will be shown on the invoice(s). Unless Customer provides UDcast with a valid and correct tax exemption certificate applicable to the Product ship-to location prior to UDcast' acceptance of the Purchase Order, the Customer is responsible for sales and all other taxes associated with the Purchase Order. If applicable, a separate charge for taxes will be shown on UDcast' invoice.
9. **Delivery; Title; Risk of loss.** The delivery period in the Order Confirmation is approximate. Delivery by installments may be made. The place of delivery is stated in the Order Confirmation. All shipments to Customer shall be EXW UDcast's warehouse (Incoterms 2000). Risk of loss or damage shall pass according to the designated Incoterms (Incoterms 2000). If Customer issues a Purchase Order for the Products which contain terms which are additional to or inconsistent with the terms of this Agreement, such terms shall be disregarded and the terms of this Agreement shall prevail. If the Software and Documentation are only available via electronic transmission/download then Customer shall be responsible for downloading the Software and Documentation and Customer will not receive hard copies of the Software and Documentation or master disks. Customer will be responsible for the installation and integration of the Software with the Customer Product. TITLE TO HARDWARE PASSES ON FULL PAYMENT AND UNTIL THEN YOU MUST INSURE AND STORE OUR GOODS SEPARATELY AND YOU MAY NOT MODIFY, PLEDGE OR SELL THEM. Title to Software will remain with the applicable licensor(s). UDcast may enter the storage premises to repossess the Hardware. Should Customer sell them before title passes, Customer will become UDcast' agent and the proceeds of that sale shall be held on our behalf, separately from Customer's general funds. UDcast may sue for the Price before title passes. If Customer refuses delivery without UDcast' agreement, Customer must pay UDcast' expenses or loss resulting from that refusal, including storage costs, until Customer accepts delivery.
10. **Acceptance.** Customer must inspect goods promptly on arrival. Loss and damage must be declared promptly to both UDcast and shipper. Failure to do so may lead to expenses which will be borne by Customer in addition to the assumption that Customer has accepted Product. Acceptance will also deem to have occurred if Customer has used the Product for any commercial purpose. If UDcast agrees to the return of Product at its choosing, it must be in its original condition with packaging and a return note; the return costs may also be payable by Customer.
11. **Maintenance and Support Services.** UDcast agrees to provide the Maintenance and Support Services for the Products and Software described in Appendix A to Customer, subject to the conclusion of a Maintenance and Support Services agreement and the payment of the Maintenance Services fees. The specific terms and conditions of such Maintenance and Support Services of UDcast are set forth on Appendix A.

**12. Warranties.**

**12.1 Non-UDcast branded Hardware and Software.** UDCAST MAKES NO WARRANTY FOR NON-UDCAST BRANDED HARDWARE AND SOFTWARE AND SUCH HARDWARE AND SOFTWARE ARE PROVIDED BY UDCAST "AS IS". THIRD PARTY WARRANTIES, MAINTENANCE AND SUPPORT ON NON-UDCAST BRANDED HARDWARE AND SOFTWARE ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY UDCAST. IF YOU PURCHASE NON-UDCAST BRANDED HARDWARE AND SOFTWARE, MAINTENANCE, OR SUPPORT ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.

**12.2 Software.** UDCAST SOLELY WARRANTS TO THE CUSTOMER THAT, FOR A PERIOD OF ONE YEAR ("**WARRANTY PERIOD**") FROM THE DELIVERY OF SOFTWARE, SUCH SOFTWARE, IF USED IN ACCORDANCE WITH THE RELATED DOCUMENTATION, SHALL OPERATE IN MATERIAL CONFORMITY WITH THE SPECIFICATIONS OF SUCH SOFTWARE DESCRIBED IN THE DOCUMENTATION (THE "**SOFTWARE WARRANTY**"). UDCAST DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE ENTIRE CUSTOMER'S REQUIREMENTS OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR BUG FREE. UDCAST'S ENTIRE LIABILITY, AND THE CUSTOMER'S EXCLUSIVE REMEDY, UNDER THIS LIMITED SOFTWARE WARRANTY SHALL BE FOR UDCAST, AT ITS SOLE OPTION (i) TO ATTEMPT, THROUGH REASONABLE EFFORTS, TO CORRECT ANY REPRODUCIBLE MATERIAL NONCONFORMITY DISCOVERED WITHIN THE WARRANTY PERIOD; OR (ii) TO REPLACE THE NONCONFORMING SOFTWARE AND DELIVER TO THE CUSTOMER SOFTWARE WHICH MATERIALLY CONFORMS TO THE FOREGOING SOFTWARE WARRANTY. IN THE EVENT UDCAST IS UNABLE TO CURE THE BREACH OF SOFTWARE WARRANTY DESCRIBED IN THIS SECTION, AFTER ATTEMPTING THE REMEDIES DESCRIBED IN (i) AND (ii) ABOVE, CUSTOMER MAY RETURN THE SOFTWARE AND UDCAST SHALL REFUND ANY LICENSE FEE PAID BY SUCH CUSTOMER TO UDCAST FOR THE SOFTWARE. THE ABOVE REMEDIES ARE AVAILABLE ONLY IF UDCAST IS PROMPTLY NOTIFIED IN WRITING BY THE CUSTOMER, WITHIN THE SOFTWARE WARRANTY PERIOD, UPON DISCOVERY OF THE NONCONFORMITY BY THE CUSTOMER AND UDCAST'S EXAMINATION OF THE SOFTWARE DISCLOSES THAT SUCH NONCONFORMITY EXISTS, AND THAT THE SOFTWARE HAS NOT BEEN (i) ALTERED OR MODIFIED, OTHER THAN BY UDCAST, (ii) SUBJECTED TO NEGLIGENCE, OR COMPUTER OR ELECTRICAL MALFUNCTIONS, OR (iii) USED, ADJUSTED, OR INSTALLED OTHER THAN IN ACCORDANCE WITH THE RELATED DOCUMENTATION. UDCAST DISCLAIMS ALL OTHER software WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**12.3 Hardware.** UDCAST SOLELY WARRANTS TO THE CUSTOMER THAT, FOR A PERIOD OF ONE YEAR ("**WARRANTY PERIOD**") FROM THE DELIVERY OF HARDWARE, SUCH HARDWARE SHALL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP (THE "**HARDWARE WARRANTY**"). UDCAST'S ENTIRE LIABILITY, AND THE CUSTOMER'S EXCLUSIVE REMEDY, UNDER THIS LIMITED HARDWARE WARRANTY SHALL BE FOR UDCAST, AT ITS SOLE OPTION (i) TO ATTEMPT, THROUGH REASONABLE EFFORTS, TO REPAIR THE HARDWARE OR ITS DEFECTIVE PARTS OR (ii) TO REPLACE THE HARDWARE OR THE DEFECTIVE PARTS. UDCAST MAY REPLACE DEFECTIVE HARDWARE OR PARTS WITH NEW OR REFURBISHED HARDWARE OR PARTS. THE HARDWARE WARRANTY DOES NOT COVER RISKS ASSOCIATED WITH SHIPMENT OF THE HARDWARE TO AND FROM UDCAST. THE HARDWARE WARRANTY DOES

NOT INCLUDE PERIODIC MAINTENANCE AND REPAIR OR PARTS REPLACEMENT DUE TO WEAR AND TEAR, CONSUMABLES, DAMAGES OR DEFECTS CAUSED BY USE, OPERATION OR TREATMENT OF THE HARDWARE INCONSISTENT WITH NORMAL USE AND/OR DAMAGE OR CHANGES TO HARDWARE AS A RESULT OF MISUSE (INCLUDING REPAIR OR ATTEMPTED REPAIR BY PERSONS WHO ARE NOT UDCAST). THE ABOVE REMEDIES ARE AVAILABLE ONLY IF UDCAST IS PROMPTLY NOTIFIED IN WRITING BY THE CUSTOMER, WITHIN THE WARRANTY PERIOD, UPON DISCOVERY OF THE FAILURE BY THE CUSTOMER AND UDCAST'S EXAMINATION OF THE HARDWARE DISCLOSES THAT SUCH FAILURE EXISTS AND IS COVERED BY THE TERMS AND CONDITIONS OF THE HARDWARE WARRANTY. UDCAST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

**12.4 Common rules.** UNLESS AGREED OTHERWISE IN WRITING AND PRIOR TO SHIPMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR SHIPMENT COSTS, TAXES AND/OR CUSTOMS DUTIES ARISING FROM THE RETURN OF ANY DEFECTIVE PRODUCT TO UDCAST AND/OR ARISING FROM THE DELIVERY BY UDCAST OF THE REPLACING PRODUCT TO CUSTOMER. UDCAST WILL INVOICE TO CUSTOMER ANY SHIPPING COSTS, TAXES AND/OR CUSTOMS DUTIES PAID BY UDCAST IN THIS RESPECT. The Warranty Period for Software and Hardware may be extended to three (3) years, subject to the conclusion by the Customer and the acceptance of UDcast of a Maintenance and Support Services agreement and the full payment by the Customer of the related Maintenance Services fees as set forth on Appendix A. ANY REPLACEMENT OF SOFTWARE, HARDWARE AND/OR PARTS WILL NOT EXTEND THE WARRANTY PERIOD.

**13. Title to Software and Authorization.** Customer acknowledges that UDcast and its suppliers retain all right, title and interest in and to the original, and any copies (by whomever produced), of the Software, Documentation whether or not incorporated in or integrated with any other software or Product (including Integrated Products), and ownership of all patent, copyright, trademark, trade secret and other intellectual property rights pertaining thereto, shall be and remain the sole property of UDcast or supplier, as applicable. UDcast represents to Customer that (i) it has the right to grant the licenses provided herein or that (ii) in respect of some elements of the IPE and IPE Manager Software, UDcast has been duly licensed the right to sublicense the use of such elements to non commercial End-Users acting as DVB manufacturers' labs and/or to solution distributors which, alone or in association with other vendors, provide solutions to commercial operators. All Software is licensed and can only be sublicensed subject to the terms and conditions set forth herein.

**14. Branding of Integrated Product.** Customer may brand the Integrated Product using Customer's own or any other marks and using Customer's own labeling and packaging and may remove any and all UDcast and third party patent, trademark, copyright or other proprietary notices from any part of the Software or Documentation; provided, however, that Customer will acknowledge UDcast and third party as the owners of a) the Software incorporated in the Integrated Product in the "About" box or similar location as reasonably determined by Customer in its discretion and b) any Documentation that is incorporated into Customer documentation at a location reasonably determined by Customer in its discretion in such Customer documentation. In addition, Customer shall prominently display a notice in the "About" box of the Integrated Product and in the Customer documentation stating that the Software is only for Limited Use and such notice shall describe the restriction on the use of the Software.



15. **Exchanges.** From time to time, UDcast may, in its sole discretion, exchange Products or portions of a Product. Any exchanges will be made in accordance with UDcast' exchange policies in effect on the date of the exchange.
16. **Export Control.** Customer acknowledges that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is delivered or used: Customer must abide by all these laws. Product may not be sold, leased or transferred to restricted End-Users or countries or for a user involved in weapons of mass destruction or genocide. You acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.
17. **Products.** UDcast continually upgrades and revises its Software. UDcast may revise and discontinue Software at any time without prior notice to Customer. UDcast will ship Software that have the functionality and performance of the Software ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Unless specifically stated otherwise in Order Confirmation UDcast will ship the latest version of its Software in common use.
18. **Intellectual Property.** UDcast agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against Customer arising out of or related to the infringement of any patent, copyright, trade secret, trademark or other intellectual property right by the Software or Documentation as used within the scope of this Agreement, and to indemnify Customer and its officers, directors, agents and employees against all damages and costs, including reasonable legal fees, which may be assessed against or incurred by Customer as a result of any such claim or action. Customer agrees that UDcast shall be released from the foregoing obligation unless Customer provides UDcast with (i) prompt written notice of any such claim or action, or the possibility thereof, (ii) sole control and authority over the defense or settlement of such claim or action and (iii) proper and full information and assistance to settle and/or defend any such claim or action. UDcast will, at its sole option and expense, either: (i) procure for Customer the right to use the infringing Software as provided herein, (ii) replace the infringing Software with non-infringing, functionally, equivalent Software or (iii) suitably modify the infringing Software so that it is not infringing and functionally equivalent. If (i), (ii), or (iii) is not obtainable on commercially reasonable terms UDcast shall accept return of the infringing Software and refund the then present value of the license fees paid for such Software. UDcast will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the provisions above, UDcast assumes no liability for infringement claims arising from (i) the combination of the Software with other products not provided by UDcast where the infringement claim arises out of such combination, (ii) any modifications to the Software unless such modification was made by UDcast, or (iii) use of the Software if the infringement would have been avoided if the Software had been used in accordance with the Documentation. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF UDCAST, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE.
19. **Limitation of Liability.** UDcast accepts liability for any private property loss or damage, death or personal injury caused by the negligence or deliberate misconduct of UDcast or our employees, agents and subcontractors. UDcast does not accept liability for (i) indirect or consequential loss, (ii) loss of business profits, salary, revenue, savings, (iii) damage remedied by UDcast within

reasonable time, (iv) loss avoidable by you through reasonable conduct, including backing up all data and following UDcast's reasonable advice generally, (v) all items excluded from the Warranty or by Force Majeure. UDCAST DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR SOFTWARE NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF MAINTENANCE SERVICES AND SUPPORT. UDCAST WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR MAINTENANCE SERVICES, UDCAST IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE EURO AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS OR MAINTENANCE SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL UDCAST'S LIABILITY ARISING OUT OF THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT EXCEED THE AMOUNTS PAID BY THE CUSTOMER TO UDCAST HEREUNDER WITH RESPECT TO THE YEAR WHEN THE LIABILITY ARISES.

20. **Force Majeure.** UDcast is not liable for delays in performance (including delivery or provision of Maintenance Services) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either Party without compensation.
21. **Governing Law. Settlement of disputes.** THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF FRANCE, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. The Vienna Convention on Contracts for the International Sale of Goods is excluded. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST UDCAST, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "**UDcast**") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), UDcast' advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY UNDER THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE (THE "RULES"). Arbitration shall take place in Paris. The arbitration shall be conducted in the French language by one (1) arbitrator skilled in the business, legal and technical aspects of UDcast's activities and shall be appointed in accordance with the Rules. The arbitration award shall be final and binding upon the parties to the arbitration and judgment thereon may be entered in any court having jurisdiction.
22. **Confidentiality.** Each Party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.
23. **Termination.** UDcast may terminate this Agreement with written notice if you: 1) fail to pay on time and within 14 days of written notice, 2) breach or UDcast suspects you have breached export control laws. Either Party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails



- to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.
24. **Customer's obligations.** Customer is responsible for: its own choice of Product and its suitability for purpose; its telephone & postal charges in contacting UDcast, if any; any specifications & instructions given by it. It must provide UDcast with all reasonable courtesy, information, cooperation, facilities and access to enable UDcast to perform duties, failing which UDcast shall not be obliged to perform any Maintenance Service or support.
  25. **Data Protection.** Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws and UDcast's data protection registration and Customer consent to this. Information received by UDcast is protected by the French "*Informatique et libertés*" (data privacy) law n° 78-17 of 6 January 1978. More specifically, Customer has the right to access information held by UDcast in relation with the performance of this Agreement, to make any modifications, to object to the transmission of the information, and to remove it by sending a registered letter with acknowledgement of receipt to UDcast at the above address herein. By subscribing to the Agreement, and unless the Customer sends a formal objection to UDcast's registered office, the Customer accepts that UDcast uses the information relating to the Customer to operate UDcast' Products and Services and to promote these Products and Services, or those of its Customers.
  26. **Miscellaneous.** If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. UDcast may subcontract its obligations to a competent Third Party. Otherwise, neither Party may assign or transfer any obligations or rights. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either Party.
  27. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.