SAFARI MONTAGE® MEDIA PLAYER
SOFTWARE LICENSE AGREEMENT
(February 2012)

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING OR OTHERWISE USING IT. BY INSTALLING OR OTHERWISE USING THE SAFARI MONTAGE MEDIA PLAYER SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. AS A RESULT, IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR OTHERWISE USE THE SAFARI MONTAGE MEDIA PLAYER SOFTWARE.

IF YOU ARE VIEWING THIS AGREEMENT ON-SCREEN, AS PART OF THE INSTALLATION PROCESS, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING THE "AGREE/ACCEPT" BUTTON OR, IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "DISAGREE/DECLINE" BUTTON AND DO NOT INSTALL OR OTHERWISE USE THE SAFARI MONTAGE MEDIA PLAYER SOFTWARE.

THIS IS A LICENSE, NOT A SALE. THE SAFARI MONTAGE MEDIA PLAYER SOFTWARE IS LICENSED ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, WHICH DEFINES WHAT YOU MAY AND MAY NOT DO WITH THE SOFTWARE AND CONTAINS LIMITATIONS ON DAMAGES, WARRANTIES AND/OR RIGHTS.

1. Defined Terms.
   a. Software shall mean the SAFARI Montage® Media Player.
   b. Licensee shall mean the end user of the Software under this Agreement, which end user is authorized to access and/or use the local area network and/or wide area network of a SAFARI Montage customer.

2. License. SAFARI Montage either licenses software directly or distributes software that is licensed by a third party. In either case, Licensee does not obtain ownership of the Software. If SAFARI Montage distributes any portion of the Software that is governed by a separate license agreement between Licensee and a third party, Licensee agrees that for any such third party software (a) the terms of such separate license agreement (including its warranties, restrictions and remedies, if any) shall apply to that software and are hereby incorporated by reference into this Software License Agreement, and (b) in the case of software licensed under an open source license agreement, nothing in this Agreement shall be read to add additional conditions or restrictions, or affect any rights and/or obligations Licensee may have, pursuant to any such open source license. With respect to the Software (or portions thereof) directly licensed by SAFARI Montage to Licensee, SAFARI Montage hereby grants Licensee a limited, royalty-free, non-exclusive, non-transferable license to install and use the Software solely in object code format for the limited purpose of playing back media within the SAFARI Montage video-on-demand system. In connection with, and to effectuate this grant of license, the Licensee may, subject to the restrictions on use described in Section 3 below, download, access and/or and store the Software on the Licensee’s personal computer.

3. Restrictions on Use of Software and Representation. Licensee agrees to use the Software only for the purposes authorized under this Agreement. Licensee further agrees not to: (a) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (b) modify, adapt, translate or create a derivative work based upon the Software; (c) reverse engineer, decompile, disassemble, make any disk sets of, or otherwise copy, the Software; (d) ship, transport or export the Software or use the Software in any manner that is prohibited by the United States Export Administration Act or by any other export laws, restrictions or regulations of the United States, Canada or any other jurisdiction; (e) use the Software on any non-PC device or in the development of any product that is competitive with the Software; or (f) encumber or suffer to exist any lien or security interest in the Software. Licensee further agrees to use any third party software contained in the Software only in connection with, and as authorized under, the third party software licenses. Licensee represents and warrants that it has
obtained all of the rights and licenses in connection with media or data owned and/or obtained from third parties that are or may be necessary to import, copy, transfer, store, create derivative works and take any other similar action with respect to that media or data, through the SAFARI Montage CreationStation® software, as Licensee may use the Software for playback of any such media or data. Any breach of this section 3 shall result in an immediate termination of this Agreement.

4. **Compliance with License / Audit.** Licensee acknowledges and agrees to: (a) fully document and certify that Licensee’s use of the Software conforms to the license within twenty (20) days of SAFARI Montage’s request for such documentation and certification; and/or (b) permit SAFARI Montage to audit Licensee's use of the Software in such reasonable manner as SAFARI Montage may consider appropriate. In the event any such documentation or audit demonstrates that Licensee is in breach of any provision of this Agreement, SAFARI Montage shall determine, in its sole discretion, the appropriate remedial action, which may include any or all of the following: (a) termination of the Agreement; (b) Licensee’s payment of license fees; and/or (c) Licensee’s modification or change to software or usage to correct the deficiency and resolve the breach.

5. **Ownership.** Ownership of the Software, and all copyrights, trademarks, trade secrets, patents and all other rights, title and interest in or relating to the Software and all derivative works, adaptations, modifications, additions, translations and changes thereto, shall at all times remain with SAFARI Montage and its licensors. SAFARI Montage and its licensors reserve all rights in the Software not expressly granted herein.

6. **Software Installation and Maintenance.** Licensee shall take reasonable efforts to properly maintain the Software from the time of delivery to Licensee (or access thereof) until the end of the Term. The parties recognize and agree that the Licensee shall bear the sole responsibility for installing the software.

7. **Technical Support.** SAFARI Montage is not offering, providing or supplying any technical support in connection with this Software.

8. **Term and Termination.** The term of this Agreement shall commence upon installation of the Software in accordance with Section 3 this Agreement, and will terminate concurrently with: (a) the termination of Licensee’s rights to access and/or use the local area network or wide area network of a SAFARI Montage customer; and/or (b) the termination of the SAFARI Montage use of or right to access the SAFARI Montage system; provided, however, the Agreement will automatically terminate in the event Licensee has breached this Agreement. Licensee’s rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within fifteen (15) days of termination or expiration of this Agreement, Licensee shall return to SAFARI Montage the Software and any materials provided to Licensee in connection with this Agreement or destroy the Software and provide notice to SAFARI Montage certifying such destruction. Sections 5, and 8 through 16 shall survive any termination or expiration of this Agreement.

9. **LIMITED WARRANTY, DISCLAIMER OF WARRANTY.** SAFARI MONTAGE ONLY WARRANTS THAT THE SOFTWARE IS CAPABLE OF BEING DOWNLOADED AND INSTALLED ON A PERSONAL COMPUTER MEETING THE MINIMUM OPERATING REQUIREMENTS DESCRIBED IN THE SOFTWARE DOCUMENTATION. SAFARI MONTAGE DOES NOT OFFER OR SUPPLY ANY OTHER WARRANTIES, AND HEREBY DISCLAIMS ALL REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE SOFTWARE. SAFARI MONTAGE DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAFARI MONTAGE ALSO DISCLAIMS ANY AND ALL WARRANTIES FOR NON-INFRINGEMENT AND HAS NO LIABILITY FOR ANY THIRD PARTY CLAIMS THAT THE PRODUCT INFRINGES ON AN THIRD PARTY’S INTELLECTUAL PROPERTY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING PERFORMANCE OF THE PRODUCT, SHALL BE DEEMED TO BE A WARRANTY, CONDITION OR REPRESENTATION BY SAFARI MONTAGE.

10. **LIMITED LIABILITY.** IN NO EVENT WILL SAFARI MONTAGE OR ITS’ LICENSORS OR DEALERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT,
LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE.

11. SAFARI MONTAGE’S ENTIRE AGGREGATE LIABILITY AND THE LIABILITY OF ITS LICENSORS AND DEALERS UNDER, OR CONNECTION WITH, THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THE LIMITED WARRANTY, EXCLUSIVE REMEDIES AND LIMITED LIABILITIES SET OUT HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSEE AND SAFARI MONTAGE. LICENSEE ACKNOWLEDGES AND AGREES THAT SAFARI MONTAGE WOULD NOT BE ABLE TO PROVIDE THE PRODUCT TO LICENSEE WITHOUT SUCH LIMITATIONS.

12. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing to the address that a party may specify in writing to the other from time to time. All such notices from Licensee to SAFARI Montage shall be directed to the Vice President of Legal and Business Affairs.

13. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior representations, discussions, communications or advertising related to the Software. This Agreement may only be modified or amended in writing signed by authorized officer of each party. No terms and conditions or stipulations written on a purchase order or similar document will affect these terms even if such document is accepted by the receiving party. SAFARI Montage may license updates to the Licensee with the same or additional terms.

14. No Waiver. A failure or waiver by either party to enforce any right or obligation under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of the parties under this Agreement.

15. Illegal or Unenforceable Provisions. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be deemed severed from the Agreement and the other provisions shall remain in full force and effect.

16. Governing Law. The Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Commonwealth of Pennsylvania. The parties consent to exclusive personal jurisdiction of federal and state courts in the Eastern District of Pennsylvania with respect to any disputes or controversies arising out of or relating to this Agreement.