

SINGLE END-USER LICENSE AGREEMENT FOR nablet SOFTWARE

IMPORTANT-READ CAREFULLY. This nablet End-User License Agreement ("EULA") is a legal AGREEMENT between you (either as a registered individual developer or as the registered developer/representative and on behalf of a single entity) and nablet for the nablet mediaEngine v2 and mediaEngine v2 SDK products identified above, which product includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, then DO NOT install or use the SOFTWARE PRODUCT; in such event the original purchaser may, however, return it to the place of purchase within thirty days of the date of original purchase for a full refund.

SOFTWARE PRODUCT LICENSE

1) GRANT OF LICENSE.

The SOFTWARE PRODUCT is licensed, not sold. This EULA grants you, the registered computer software developer, the following rights:

Applications Software.

The SOFTWARE PRODUCT may be used only by you, or be included in your product and delivered as a solution to your end users. You may install and use one copy of the SOFTWARE PRODUCT, or any prior version thereof for the same operating system, on a single computer but only for use in the number of written language(s) that you selected at time of first installation and in which you have acquired rights; provided that such use complies with all applicable laws. You agree to indemnify, defend and hold harmless nablet against any claims arising out of any allegation that your use of the SOFTWARE PRODUCT violates any such laws.

Redistributable File(s).

Notwithstanding the terms of this EULA to the contrary, certain of the executable files of the SOFTWARE PRODUCT may be redistributed by you to the extent required for the permitted operation of the application(s) software installation code created by you while using the SOFTWARE PRODUCT. The redistributable file(s) are limited to those specifically identified as "Redistributables" in the media, printed materials, and "online" or electronic documentation accompanying the particular embodiment of the SOFTWARE PRODUCT. To determine whether particular file(s) are redistributable, please contact nablet. nablet office: Dennewartstr. 25-27, 52068 Aachen, Germany Tel: +49-24141213388 email: info@nablet.com.

STORAGE/NETWORK USE.

You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a distinct license for each developer using the SOFTWARE PRODUCT from the storage device. Any given license for the SOFTWARE PRODUCT may not be shared or used concurrently or otherwise on different computers or by different developers in a given organization.

License Pack.

If you have acquired this EULA in an nablet mediaEngine v2 and mediaEngine v2 SDK Site License Pack, you may make the number of additional copies of the computer software portion of the SOFTWARE PRODUCT identified above on this EULA, and you may use each copy in the manner specified above, unless agreed in a separate license agreement.

2) DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation, and Disassembly.

You may not modify, reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The SOFTWARE PRODUCT is licensed as a single product. Except with respect to the Redistributables, its component parts may not be separated for use on more than one computer.

Not for Resale Software.

If the SOFTWARE PRODUCT is labeled "Not for Resale" or "NFR" or "Evaluation Copy", then, notwithstanding other sections of this EULA, you may not use the SOFTWARE PRODUCT for commercial purposes nor sell, or otherwise transfer it for value. Commercial purposes include the use of the SOFTWARE PRODUCT to create publicly distributed computer software.

Rental.

You may not rent, lease, or lend the SOFTWARE PRODUCT to any party, unless agreed in a separate license agreement.

Software Transfer.

You may permanently and wholly transfer all of your rights under this EULA, provided you (a) retain no copies (whole or partial), (b) permanently and wholly transfer any and all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity) to the recipient, and (c) the recipient first agrees to abide by all of the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include any and all prior versions of the SOFTWARE PRODUCT and any and all of your rights therein, if any.

Support Services.

nabnet may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). The provision and use of Support Services is governed by the nabnet policies and programs described in the SOFTWARE PRODUCT user manual and/or in "online" documentation, if available in the current version of the software. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to nabnet as part of the Support Services, nabnet may use such information for its business purposes, including for product updates and development. Maintenance agreements are available as separate agreements from nabnet.

Termination.

Without prejudice to any of nabnet other rights, nabnet may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy any and all copies of the SOFTWARE PRODUCT and all of its component parts.

3) UPGRADES.

If the SOFTWARE PRODUCT is labeled or otherwise identified by nabnet as an "upgrade", you must be properly licensed to use a product identified by nabnet as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT, labeled or otherwise identified by nabnet as an upgrade, replaces and/or supplements the product that formed the

basis for your eligibility for such upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4) COPYRIGHT AND TRADEMARKS.

All title, trademarks and copyrights in and pertaining to the SOFTWARE PRODUCT, the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned or licensed by nablet or its affiliated companies. The SOFTWARE PRODUCT is protected by copyright and trademark laws and international treaty provisions. You may make one copy of the SOFTWARE PRODUCT for back-up and archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

You may not remove, modify or alter any nablet copyright or trademark notice from any part of the SOFTWARE PRODUCT, including but not limited to any such notices contained in the physical and/or electronic media or documentation and 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the SOFTWARE PRODUCT.

5) DUAL-MEDIA SOFTWARE.

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of the medium you receive, you may use only that one medium that is appropriate for your single computer. You may not use or install the other medium on another computer, including but not limited to portable computers under the exclusive control of the registered developer, unless agreed in a separate agreement. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT, unless agreed in a separate agreement.

7) LIMITED WARRANTY.

LIMITED WARRANTY. nablet warrants that (a) the SOFTWARE PRODUCT will, for a period of ninety (90) days from the date of delivery, perform substantially in accordance with nablet written materials accompanying it, and (b) any Support Services provided by nablet shall be substantially as described in applicable written materials provided to you by nablet.

8) CUSTOMER REMEDIES.

In the event of any breach of warranty or other duty owed by nablet, nablet and its suppliers' entire liability and your exclusive remedy shall be, at nablet option, either (a) return of the price paid by you for the SOFTWARE PRODUCT (not to exceed the suggested U.S. retail price) if any, (b) repair or replacement of the defective SOFTWARE PRODUCT or (c) re-performance of the Support Services. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NABLET AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. SOME STATES AND JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF OR LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT IMPLIED WARRANTIES MAY NOT BE ENTIRELY DISCLAIMED BUT IMPLIED WARRANTY LIMITATIONS ARE ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES ON THE SOFTWARE PRODUCT, IF ANY, ARE LIMITED TO NINETY (90) DAYS.

9) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NABLET OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF NABLET AND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NABLET ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO NABLET FOR THE SOFTWARE PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.