

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is entered into on the last date of signature below (the "Effective Date") between **ATEME**, S.A. registered under the laws of France with the company register in Versailles under the registration number 382 231 991 and having its registered principal place of business at 6 rue Dewoitine, 78140 Vélizy-Villacoublay (hereinafter "ATEME"), duly represented by <First name Last name>, <Title> and <COMPANY>, a <Company type> company duly registered with the company register in <Location>, under the registration number <Number>, located at <Address> (hereinafter the "Licensee"), duly represented by <First name Last name>, <Title>.

The parties hereby agree as follows:

1. DEFINITIONS

"Subsidiaries" means, any legal person that is directly or indirectly through one or more intermediaries, Controlled by the Licensee. "Control" (including the correlative terms "Controls" and "Controlled by" shall mean, with respect to any legal person, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

"Beneficiaries" shall mean the Licensee and the Licensee's Existing Subsidiaries.

"Confidential Information" means (i) business, technical or financial information provided to Licensee by ATEME (ii) any software program and documentation (including the Software Products and Documentation) delivered to Licensee by ATEME, (iii) ATEME's know-how and trade secrets, (iv) the terms of this Agreement, (v) the results of any benchmark tests of the Software Products, (vi) information from third parties from whom ATEME has obtained marketing rights and (vii) other information provided by ATEME to Licensee that is marked or otherwise identified by ATEME as confidential.

"Documentation" means text material that describes the design, functions, operation or use of the Software Products and which is supplied to Licensee by ATEME in accordance with this Agreement.

"Licensee's Existing Subsidiaries" means the Subsidiaries of Licensee at the date of signature of this Agreement, in accordance with the list given by Licensee which is attached Exhibit C.

"Licensee's Future Subsidiaries" means companies which become Subsidiaries of Licensee after the date of signature of this Agreement.

"License Payment Period" means the period of time during which the Licensee will pay the installments of the total license fee for the Software Products, in accordance with the schedule set forth in Exhibit B.

"Software Products" means the video processing software programs and modules listed in Exhibit A, which are licensed to the Licensee under this Agreement.

"Support Services Agreement" means a separate agreement, signed by Licensee with ATEME allowing Licensee to obtain support services, including software updates and maintenance releases.

“Territory” means the licensed territory under this Agreement, which is defined in Exhibit C.

2. LICENSE GRANT, RIGHTS AND RESTRICTIONS – THIRD PARTY’S RIGHTS

- 2.1** Subject to the terms and conditions of this Agreement, ATEME hereby grants Licensee a non-exclusive, non-transferable license to Licensee, (i) to install and use the Software Products on a limited number of servers belonging to Licensee (or rented by Licensee, including rented cloud computing resources); or (ii) to allow the Beneficiaries to perform such installations and usage on a limited number of servers belonging to such Beneficiaries (or rented by Licensee, including rented cloud computing hosting resources) authorized by Licensee. Such license is granted subject to Licensee informing ATEME by e-mail sent to <xxx@ateme.com> of the installations performed, their location (or in the case of a rented cloud computing hosting resources, the provider of the cloud computing resources and type of hosting resources), the concerned Software Products, the purpose of their usage. Licensee shall be responsible for the Beneficiaries’ compliance with the terms of this license.
- 2.2** Licensee shall be allowed to install and use the Software Products or allow the Beneficiaries to install and use the Software Products, in compliance with 2.1 above, on a limited number of server instances, for the processing of video for Licensee or the Beneficiaries’ own needs, for a limited number of channels broadcasted or operated in the Territory by Licensee or the Beneficiary.
- 2.3** ATEME grants to Licensee a nonexclusive, nontransferable license to use and copy the Documentation under the terms of this Agreement for Licensee’s own internal business purposes, and to allow the Beneficiaries to use and copy the Documentation under the terms of this Agreement for their own internal business purposes.
- 2.4** In the event that a Subsidiary which is a Licensee Existing Subsidiary leaves the group of Licensee and does not meet any longer the definition of a Subsidiary of Licensee, such former Subsidiary shall be allowed to continue using the Software Products already installed and used by it in compliance with this Agreement, at no additional license fee, subject to the signature of ATEME’s standard terms of license.
- 2.5** Regarding Future Subsidiaries, in the event that Licensee wishes to allow them to become Beneficiaries, Licensee shall discuss with ATEME the terms and conditions of the possible addition of such Subsidiaries to the list of Existing Subsidiaries. An amendment to this Agreement shall then be signed, modifying, in particular, the list in Exhibit C.
- 2.6** Licensee acknowledges that the Software Products may be provided alongside with third party elements, including open source elements, which may be used with the Software Products in accordance with the Documentation, or that the Documentation may refer to these Third Party Elements as being usable with the Software Products (hereafter Third Party Elements). Usage of such Third Party Elements is not governed by this Agreement, and shall be governed by the relevant license established by the owners or publishers of such Third Party Elements. Such license terms may be obtained from such owners or publishers, or may be provided alongside with the Software Products if such Third Party Elements are provided in such a manner. Licensee undertakes to comply with any such applicable license terms. Licensee shall not alter, remove or destroy any copyright, trademark, or other proprietary rights notice that appear on the Third Party Elements.
- 2.7** Licensee shall have no proprietary rights in the Software Products and Documentation. All modifications and enhancements to the Software Products developed by ATEME, whether or not made at Licensee’s request, shall belong exclusively to ATEME. Licensee shall not directly or indirectly (a) use the Software Products or related Confidential Information to create any

computer software program, which is substantially similar to any Software Product; (b) without prejudice to any rights that the Licensee may have according to mandatory provisions of applicable law that may not be derogated and which are not subject to contractual waiver, reverse engineer, decompile, disassemble, reverse-assemble, or attempt to derive the source code for any Software Product; or (c) loan, transfer, time-share, lease or rent the Software Products.

- 2.8** Licensee shall secure and protect the Software Products and Documentation in a manner consistent with the protection it provides to its own trade and business secrets.

3. RISK OF LOSS - ACCEPTANCE – PAYMENTS – TAXES – REPORTS AND AUDITS

- 3.1** RISK OF LOSS. The risk of loss of the Software Products and Documentation shall pass to Licensee upon their delivery to the Licensee.

- 3.2** ACCEPTANCE. The Software Products shall be deemed accepted upon delivery.

- 3.3** PAYMENTS. Licensee shall pay to ATEME the license fees set forth in Exhibit B. All fees payable by the Licensee will be computed and paid in the currency and according to the terms specified in Exhibit B. In compliance with the applicable law, in case of late payment, without prejudice to other remedies ATEME may have, ATEME may invoice the Licensee late payment interests eligible for capitalization, at an interest rate of the higher of: (i) either three (3) times the legal interest rate in France; or (ii) the legal interest rate of the European Central Bank for capital refinancing operations plus ten (10) points. In addition, ATEME may obtain from the Licensee a fixed amount of forty (40) euros (or any other amount determined by the applicable regulations), as an indemnity for recovery costs. As specified by the applicable regulations, in the event the recovery costs are actually higher to the flat indemnity mentioned above, ATEME shall be allowed to seek additional indemnification upon justification.

- 3.4** TAXES. The prices set forth in this Agreement do not include taxes. Licensee will pay all applicable taxes or duties arising out of the performance of this Agreement, in particular VAT and export or import duties related to the Software Products. Licensee will carry out all related formalities with respect to the declaration and payment of such tax and duties. If Licensee is required to withhold any tax on the payments to ATEME, then Licensee will promptly furnish ATEME with the official receipt of payment of these taxes to the appropriate taxing authority. If tax is withheld and Licensee does not submit a tax certificate to ATEME within thirty (30) days after the payment due date, Customer shall immediately remit full payment for the outstanding amount to ATEME.

- 3.5** RECORDS - AUDIT RIGHTS. Licensee shall keep clear and complete records with respect to its use of the Software Products and its use by Beneficiaries. ATEME or its authorized agent shall have the right to periodically have access to equipment, records and documents of Licensee to verify compliance by Licensee with the terms of this Agreement. Licensee's obligation to maintain these records and ATEME's audit right shall survive any expiration or termination of the Agreement for three (3) years following such expiration or termination.

4. EXCLUSIONS

- 4.1** Any software or intellectual property right of ATEME not expressly granted under this Agreement shall be deemed excluded from the rights granted under this Agreement.

- 4.2** This Agreement does not contemplate the provision of any hardware or other software, which the Licensee or its Beneficiaries shall use in accordance with the technical requirements of the Software Products described in the Documentation.

- 4.3** Support or maintenance for the Software Products is not provided under this Agreement, but rather under the Support Services Agreement, and this Agreement does not include the provision of any other service, including installation, specific software development, training, hotline or other form of assistance or provision of engineering expertise in relation to usage of the Software Products.
- 4.4** Subject to ATEME's agreement and feasibility of the Licensee's request, provision of additional rights or services shall require an addendum to this Agreement or a separate contract, under ATEME's then current price-list and terms and conditions.

5. CONFIDENTIAL INFORMATION

- 5.1** Licensee acknowledges that the information to be supplied and disclosed upon execution of this Agreement will contain Confidential Information in which ATEME has an interest as the owner, including but not limited to any and all elements of the Software Products and its Documentation.
- 5.2** Confidential Information shall not be disclosed to third party without ATEME's prior consent. Licensee shall not use, disclose or transfer Confidential Information except to employees of the Licensee (i) whose access is necessary to perform this Agreement and (ii) who have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section 5 prior to disclosure. In case the Licensee is required by law to disclose Confidential Information, Licensee agrees to consult with ATEME prior to making any such disclosure.
- 5.3** This Section 5 shall survive any termination or expiration of this Agreement and shall continue to bind the Licensee for as long as the Confidential Information has not been made public by ATEME.

6. WARRANTIES, INDEMNITIES, AND LIABILITIES

6.1 WARRANTIES

(a) ATEME warrants that, for the first ninety (90) days following delivery of the Software Products to Licensee (the "Warranty Period"), the Software Products as delivered by ATEME will perform substantially in conformance with the applicable Documentation (the "Product Warranty").

(b) The Product Warranty shall not apply (i) to defects which are the result of improper handling, installation or use; (ii) in the event there has been a modification of the Software Products; or (iii) where the latest update has been supplied but not used. Correction for difficulties or defects traceable to Licensee's modifications shall be billed to Licensee, and Licensee agrees to pay, for this correction, ATEME's standard time and material charges.

(c) The sole and exclusive remedy of Licensee for breach of ATEME's Product Warranty shall be limited, at ATEME's option, within the Warranty Period, (i) to use commercial reasonable efforts to repair or replace any such Software Product so that it meets the Product Warranty or (ii) to refund the original purchase price paid for the defective Software Products.

(d) ATEME's commitments under this Agreement are commitments for diligence only.

(e) ATEME's sole liability for any damages relating to the Software Products shall be limited to the provisions of this Section 6.1. In particular, ATEME expressly excludes all warranty against hidden defects and does not warrant that the Software Products (i) will be

uninterrupted or error free; (ii) will meet Licensee's individual requirements; or (iii) will operate in combinations except as specified in the Documentation.

6.2 LIMITATION OF LIABILITY

(a) Licensee acknowledges that the Software Products contain third parties software programs from whom ATEME has obtained licensing rights and Licensee hereby expressly waives any liabilities or obligations that such third parties may have, or ATEME may have, in case of indirect, special, consequential, exemplary, punitive or incidental damages suffered by Licensee, regardless of how arising, regardless of the cause of action, in tort, contract or otherwise, and regardless of whether advised beforehand of the possibility of such damages.

(b) ATEME or ATEME's third party licensors shall not be responsible to Licensee for any loss of data, loss of profit, loss of revenue, loss of business or loss of goodwill, business interruption as well as for any indirect or unforeseeable damages arising out of this Agreement. ATEME or ATEME's third party licensors shall not be liable to Licensee for cumulative direct damages greater than the amount of the license fees having then actually been paid by Licensee to ATEME. Licensee releases ATEME or ATEME's third party licensors from all obligations, liability, claims, or demands relating to this Agreement in excess of the limitation provided for in this Section 6.2. The provisions of this Agreement have been negotiated and allocate the risks between the parties. The amounts paid under this Agreement by Licensee reflect such allocation of the risk and the limitation of liability which results from it, which the parties acknowledge as being non-derisory.

6.3 INFRINGEMENT OF INTELLECTUAL PROPERTY LAW

(a) Subject to Sections 6.3 (b) and (c), and to Licensee being current on all fees, ATEME will, at its own expense, defend Licensee against any claim, suit or proceeding brought against Licensee insofar as such claim, suit or proceeding is based on an allegation that the Software Product as provided to Licensee by ATEME directly infringe patent, copyright, or trade secret, and will pay those damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Licensee, by a court of competent jurisdiction, or agreed to in writing by ATEME as settlement or compromise, as a result of such claim, suit or proceeding; provided ATEME is (i) promptly notified of such claim, suit or proceeding, (ii) given all evidence in Licensee's possession, custody or control, and (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Licensee shall be entitled to participate in its defense at its own expense with counsel of its own choosing. ATEME shall have no liability hereunder with respect to any claim of infringement which is based upon (i) a combination of the Software Product with any other product not furnished by ATEME hereunder, (ii) any modification or addition to the Software Product or the Documentation by a party other than ATEME, (iii) any effective use of a Software Product according to a process not specified by ATEME or (iv) use of other than the most current, unaltered update to the Software Product.

(b) In the event of an infringement allegation for which ATEME is obligated to indemnify Licensee, ATEME may at its sole discretion: (i) obtain a license that allows Licensee to continue to use the Software Products, (ii) replace or modify the Software Products so as to be non-infringing, but in a manner that does not materially affect the functionality of the Software Products, or (iii) if neither (i) nor (ii) is available to ATEME at a commercially reasonable expense, then ATEME may accept the return of the Software Product and, if the infringing Software Product is still used by the Licensee, shall refund to Licensee the depreciated value of the license fee paid for the use of such product to ATEME by Licensee. If ATEME elects to provide any one of the options set forth in clauses (i) and (ii) above, ATEME's indemnity obligation under this Agreement will be fulfilled as to that individual claim, except for any damages, liabilities or costs (excluding consequential and exemplary damages) incurred by Licensee prior to ATEME taking such action. If ATEME elects the

option set forth in clause (iii) above, ATEME's indemnity obligation under this Agreement shall be entirely fulfilled.

(c) ATEME will have no liability for any costs, losses or damages resulting from Licensee's willful acts, or any settlement or compromise incurred or made by Licensee without ATEME's prior written consent. ATEME will have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based, either in whole or in part, upon: (i) Licensee's use of the Software Product in combination with any device, software, or equipment; (ii) Licensee's use of the Software Product in a manner or for an application other than for which they were designed or intended to be used; (iii) Licensee's modifications to the Software Product; or (iv) ATEME's compliance with Licensee's particular design or specifications. Likewise, ATEME shall not indemnify Licensee or any other customer against essential patent claims related to the implementation of international standards. In this respect, for instance, in the event a third party brings any claim that Beneficiaries should pay royalties for using H.264, HEVC, MPEG-DASH or any other standard in its video delivery service, ATEME shall not provide indemnification.

The claims set forth in this Section 6.3 (c) are individually and collectively referred to herein as "Other Claims").

(d) Licensee acknowledges that the ATEME offers the possibility to use (MPEG-H encode ,MPEG-H decode) and technology provided by Fraunhofer from which ATEME has obtained licensing rights. ATEME shall not indemnify Licensee or any other customer against Intellectual and industrial property claim related to the use by the customer of Fraunhofer technology including MPEG-H encode and MPEG-H decode.

(e) Licensee will indemnify and hold ATEME harmless against any damages, liabilities or costs finally awarded against ATEME or agreed to by Licensee as settlement or compromise, and will defend any claim, suit or proceeding brought against ATEME insofar as such claim, suit or proceeding is based on an allegation arising from Other Claims; provided Licensee is promptly notified of such claim, suit or proceeding, given all evidence in ATEME 's possession, custody or control, and given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise.

(f) THE PARTIES AGREE THAT THE FOREGOING STATES EACH PARTY'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT UNDER THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

7. TERM AND TERMINATION

7.1 TERM. This Agreement shall commence on the Effective Date. Subject to Section 7.2 below, the duration of the license grant set forth in Section 2 shall be determined as follows.

(a) The full payment of the license fee amount set forth in Exhibit B shall be deemed to be a condition precedent to the granting of the limited duration license rights to Licensee under Section 2.

(b) Up and until the aforementioned amount is received in full by ATEME in accordance with the agreed schedule, the rights granted to Licensee under Section 2 shall be deemed granted for a duration limited to the License Payment Period, and each interim payment shall be deemed to grant the license rights up to the next due date.

(c) Once total payments made are equal to the total license fee set forth in Exhibit B, Licensee will maintain ownership of all licenses for a limited duration beyond the License Payment Period, without any further license fee payment for the Software Products. For the

avoidance of doubt, the terms “unlimited duration” shall mean the legal duration of protection of the Software Products by copyright.

- 7.2** **TERMINATION.** Either party may terminate this Agreement at any time if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such default from the other party. In particular, ATEME may terminate this Agreement upon written notice to Licensee if Licensee fails to pay the license fees due under this Agreement, provides false or inaccurate declaration regarding its use of the Software Product, breaches ATEME's intellectual property rights, or its confidentiality obligations, becomes insolvent or if any insolvency or bankruptcy proceedings are commenced against Licensee.
- 7.3** **RESULTS OF EXPIRATION OR TERMINATION.** The license right granted herein shall terminate automatically upon the expiration or the termination of this Agreement. Upon expiration or termination of this Agreement for any reason Licensee shall, within thirty (30) days, return to ATEME all Software Products, its Documentation, and all written materials, which contain Confidential Information belonging to the ATEME, or to the extent such return is not reasonably practical or if authorized by ATEME, will destroy the foregoing and provide ATEME with a certificate by an officer of the company certifying destruction. Upon expiration or any termination of this Agreement, all amounts owed by Licensee to ATEME will become immediately due.
- 7.4** Under no circumstances ATEME will be liable for damages or compensation of any kind on account of the termination or expiration of this Agreement. In particular, ATEME will not be liable for any reimbursement or damages for loss of profit (including prospective profits and anticipated orders), loss of revenue, loss of business or loss of goodwill, or on account of any expenditures or investments made by the Licensee.
- 7.5** The obligations of the parties under this Agreement, which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

8. NON-COMPETITION AND NON-SOLICITATION

- 8.1** The rights licensed to the Licensee under this Agreement for the Software Products are licensed for the Licensee's own business and Licensee may allow the Beneficiaries to use them for their own business, excluding any other use or distribution rights. Licensee undertakes not to use all or part of the Software Products for reselling them to any third parties, including any resellers or distributors, or using them in any manner competing with the activity of ATEME.
- 8.2** The Licensee undertakes not to hire directly or through a third party, any employee of ATEME whatever is its specialty, and whether the initial solicitation is made by the employee or not. Such undertaking shall be applicable for the duration of this Agreement and an additional duration of twelve (12) months. In the event that the Licensee does not comply with this undertaking, it agrees to indemnify ATEME, especially for its selection and recruitment expenses, its training costs, the damages resulting to its personal reputation, for the post-hire disorganization caused or the commitments already made by ATEME that its cannot thus fulfill, by paying as of right and without any delay on first demand, a lump sum as a contractual penalty clause, equal to the gross salary that this employee has received monthly on average during the last three months of its presence within ATEME, multiplied by twelve.

9. JOINT MARKETING

- 9.1** Any press release referring to the cooperation between ATEME and Licensee shall first be approved by both parties.

- 9.2** However, the Licensee agrees that ATEME may cite the name of the Licensee as a reference, and use its logo for illustrating such reference, on documents intended to ATEME's clients and prospects, including on its Internet website.

10. GENERAL PROVISIONS

- 10.1** **JOINT WORK PRODUCT.** This Agreement shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission, negotiation, drafting or execution hereof.
- 10.2** **NOTICES.** All notices under this Agreement must be in writing addressed to the parties at the addresses specified above or to such other address as either party may substitute by prior notice and will be effective if and when delivered by courier service or by registered mail with proof of delivery.
- 10.3** **ASSIGNMENT.** The rights granted herein are personal to Licensee. The Licensee may not assign or transfer any of the rights set forth herein without the express written consent of ATEME (which shall not be unreasonably withheld). A change in control of the Licensee shall be considered an assignment for purposes of this Section 10.3. ATEME may assign this Agreement without prior written consent of the Licensee to a corporation (i) to which ATEME transfers part of or all of its assets or with which ATEME is consolidated or merged; (ii) that owns a majority of the voting stocks of ATEME; or (iii) of which ATEME owns a majority of the voting stocks.
- 10.4** **EXPORT CONTROL.** It is expressly agreed by the parties that the delivery of the products, technology, equipment, and software in accordance with this Agreement shall be subject to all applicable exports controls administered by any competent agency, administration or imposed by any applicable regulation, especially in the United States of America or the European Union, which may impose such controls, including but not limited to controls on the export of technical data, equipment, software and know how. Licensee hereby acknowledges and agrees that unless prior authorization is obtained from the competent authorities neither Licensee nor the Beneficiaries shall export, re-export, or release, directly or indirectly, any technology, or software in any form, received from ATEME, or export, directly or indirectly, any direct product of such technology or software in any form to any destination or country to which the export, re-export or release of the technology, software in any form, or direct product is prohibited by such regulations. The assurances provided for herein are furnished to ATEME by Licensee, in particular, in compliance with Part 740 (Technology and Software under Restriction) of the U.S. Export Administration Regulations (EAR), and European Union Regulation (EC) No 428/2009.
- 10.5** **FORCE MAJEURE.** Any force majeure events ("Force Majeure Events") shall suspend the performance of obligations of the party so delayed. Force Majeure events include but are not limited to war, strike, boycott, sabotage, sit-in strikes, riot or civil disturbance, labor and/or material shortages, accident, explosion, destruction of machines, devices, material or premises, acts of God such as flood, storm or earthquake, which occur in the premises of a party or of its supplier or subcontractors, governmental controls, regulations and permits. The party so delayed shall inform promptly the other party in writing, by registered mail, of the occurrence of such Force Majeure event. If the Force Majeure event does not disappear after two months, either party may terminate this Agreement by notice. The party so delayed shall not be liable for default or delay. However, the Force Majeure event shall not prevent a party from paying any amount due prior to the occurrence of the Force Majeure event.
- 10.6** **INDEPENDENT CONTRACTORS.** The parties are strictly independent contractors and nothing in this Agreement shall be construed as creating an employment agreement, a partnership or as authorizing either party to act as agent for the other.

- 10.7 GOVERNING LAW - JURISDICTION.** This Agreement is governed by, and construed in accordance with the laws of France. The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto. The parties shall use reasonable efforts to resolve amicably any disputes that may relate to or arise under this Agreement. Any disputes that cannot be resolved in such manner shall be submitted to the jurisdiction of the competent courts in Paris, France.
- 10.8 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals, negotiations, agreements and prior discussions and writings between the parties with respect thereto. The general conditions of purchase of the Licensee, the terms of any purchase order issued by the Licensee or other writing not expressly incorporated into this Agreement shall not be binding on ATEME. No provisions of this Agreement may be modified except by an agreement in writing signed by the parties. No credit shall be issued for previous payments or currently invoiced portions of any previous purchases, with respect to any such amounts applicable to periods prior to execution of this Agreement.
- 10.9 ORDER OF PRECEDENCE.** This Agreement consists in the contract body and its Exhibits A, B and C. Any inconsistency between the contract body, and the Exhibits, will be resolved by giving precedence to those documents in the following order: (a) the contract body; (b) the Exhibits to this Agreement.
- 10.10 WAIVER.** Neither party's failure to exercise any of its rights hereunder shall be deemed a waiver of any such rights.
- 10.11 SEVERABILITY.** If any provision of this Agreement is held by any court of competent jurisdiction to be void, invalid, unlawful or unenforceable, that provision will be severed from the Agreement and any remaining provisions will continue in full force, so long as the Agreement still expresses the intent of the parties.
- 10.12 COUNTERPARTS; SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures may be exchanged via facsimile or e-mail. If signatures are exchanged via these methods, either party may within a reasonable time request a paper version of an original executed document.
- 10.13 NO THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Agreement, this Agreement shall not be deemed to create any rights in any third parties, including any suppliers or customers of a party, or to create any obligations of a party to any third parties.
- 10.14 SURVIVAL.** The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive and continue to bind the parties.
- 10.15 HEADINGS.** All headings in this Agreement are included solely for convenient reference and shall not affect the meaning or interpretation of this Agreement.
- 10.16 LANGUAGE.** The parties have specifically agreed to conclude this Agreement in English. The English language version of this Agreement shall be the official text hereof, despite translations or interpretation of this Agreement in other languages.

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) originals, one for each of the parties.

LICENSEE**ATEME**

Signature

Signature

Name

Name

Title

Title

Date

Date

SIGNATURE PAGE TO THE SOFTWARE LICENSE AGREEMENT BETWEEN LICENSEE AND ATEME, S.A.

EXHIBIT A
SOFTWARE PRODUCTS

Software Products

<to be included, including version numbers>

EXHIBIT B
LICENSE FEES

License Fees

The total license fee for the Software Products shall be of **<total amount>**.

License Payment Period and Payment Terms

The total license fee is to be paid in accordance with the following schedule:

<date1>	<amount1>
<date2>	<amount2>
<date3>	<amount3>

The period between the Effective Date of this Agreement and the last due date mentioned above shall be the License Payment Period.

The License Payment Period's ending date shall thus be: <date>

Payments are to be performed in full, net 30 days after the invoice date.

Payment Method

<to be included>

All fees are in **<currency>** excluded taxes

EXHIBIT C
BENEFICIARIES - TERRITORY

Beneficiaries

<list of the Licensee Existing Subsidiaries to be included>

Territory

<territories covered by the license, or "worldwide" if licensed coverage is worldwide>