

PIXEL XTREAM SOFTWARE EVALUATION AGREEMENT

This Agreement (the "Agreement") Ipera Technology, Inc. a California corporation ("Ipera"), and the company ("Licensee") that wants to evaluate Ipera's Pixel Xstream multi-format video transcoder software.

WHEREAS, Ipera has developed and owns all rights and/or title to certain software based on its proprietary algorithms, implementations, and applications, collectively called "Pixel Xstream[®]".

WHEREAS, Licensee desires to evaluate such software at its own facilities to determine its suitability for Licensee's use.

WHEREAS, Ipera desires to grant Licensee a license to such software permitting evaluation for a limited period of time and under certain restrictions.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1.0 GRANT OF RIGHTS

1.1 Ipera hereby grants to Licensee a limited, non-exclusive, non-transferable and royalty-free license to use the Software for the Evaluation.

2.0 LIMITATIONS OF RIGHTS

2.1 The license granted hereunder prohibits Licensee from making any copies of the Software, or reproducing it in any other fashion, unless specifically and separately authorized by Ipera in writing.

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2.3 Licensee may not use the Software for any marketing or sales purpose, or otherwise demonstrate the Software other than to employees and contractors who need to know the information for the purposes described herein, unless specifically and separately authorized by Ipera in writing.

2.4 In no event shall Licensee attempt to reverse engineer, decompile, disassemble, evaluate internal structure, or otherwise reduce the Software to any human-readable form other than that provided by Ipera.

2.5 The Software may consist of one or more libraries and an executable program. In no event shall Licensee attempt to separate or use other libraries, or other executable programs as replacements for those in the Software, unless specifically and separately authorized by Ipera in writing.

3.0 TERM AND TERMINATION

3.1 This Agreement shall be effective upon signature by Licensee and Ipera and shall continue thereafter for __14__ days following verified receipt of Pixel Xstream, unless terminated earlier in writing by either party or extended in writing by Ipera.

3.2 This Agreement shall be considered to have terminated immediately, without notice from Ipera, if Licensee fails to comply with any of the terms herein.

3.3 Upon termination or expiration of this Agreement, Licensee shall promptly remove any and all electronic copies of the Software within 10 days with email certification to Ipera.

4.0 LIMITS ON REPRESENTATIONS, WARRANTIES, AND LIABILITIES

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Licensee agrees to indemnify and hold Ipera harmless from any liability, loss, costs, damage, or expense, including attorney's fees, as a result of any claim which may be made by any person that arises out of or results from the use by

Licensee of the Software, whether such claims are based on negligence, breach of contract, absolute liability or any other legal theory.

5.0 EXPORT CONTROLS

Both parties shall comply with all applicable laws, regulations and rules of the United States of America relating to the import or export of products and technical data.

6.0 CONFIDENTIALITY

Licensee shall keep all information regarding the Software confidential, notwithstanding the presence or absence of any proprietary legends. Such information shall only be disclosed to Licensee's employees and contractors who need to know the information for the purposes described herein and have signed an NDA with Licensee.

7.0 GENERAL

- 7.1 **Applicable Law.** This Agreement shall be governed by the laws (excluding choice of law rules) of the State of California in the United States of America, without reference to California's law on the conflict of laws. The parties hereby agree that any lawsuit or proceeding which arises out of this Agreement shall be brought in San Mateo County, California, U.S.A. (and for the purpose of jurisdiction and venue of any court located there).
- 7.2 **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party.
- 7.3 **Remedies; Indemnification.** The Licensee agrees that its obligations as set forth in this Agreement are necessary and reasonable in order to protect Ipera and its business. The Licensee expressly agrees that any such violation or threatened violation shall cause irreparable injury to Ipera and that, in addition to any other remedies that may be available, in law Ipera shall be entitled to obtain injunctive relief against the threatened breach of this Agreement and to be to be indemnified by Licensee from any loss or harm, including but not limited to attorney's fees.

Each party represents and warrants that Licensee has full power to enter into this Agreement and to carry out its obligations under this Agreement. Each party representative executing this Agreement represents and warrants that he or she is duly authorized to bind the Licensee to this Agreement.