

**These Terms and Conditions cannot be considered, under any circumstances, legally binding upon the parties for whatever purpose without the signature of the purchase order by the individuals duly authorized to represent them.**

### 1. WARNING

1. BEFORE INSTALLING THE CD-ROM, PLEASE READ CAREFULLY THE INFORMATION CONTAINED IN THIS DOCUMENT.

2. **This license sets forth the conditions to use "in operating mode" the software commercialized by NETIA and the limitations of warranty and liability applicable to such use.**

3. The NETIA software may be the following:

- HYPERCAST STUDIO;
- HYPERCAST EDITOR;
- HYPERCAST EDITOR ENCODER
- HYPERCAST ENCODING SERVICE
- MANREO CAFE;
- HYPERCAST WAREHOUSE;
- HYPERCAST PUBLISHING SERVER;
- HYPERCAST TEMPLATE MAKER
- DRAGSTER
- CHRONOS
- U-SHARE
- NODAL-MASTER
- RADIO ASSIST

N.B.: the NETIA software have options that can be activated. The purchase order of each product determines the options that will be activated under this agreement.

4. By signing the proposal or purchase order applicable to the NETIA software, the parties accept these Terms and Conditions. No derogation from these Terms and Conditions may be valid if not previously agreed in writing by NETIA in the proposal or purchase order.

5. Generally, by requesting in writing (letter, fax, e-mail...) the license file permitting to activate the operation in normal mode and in any case by installing said key, you unconditionally accept all these provisions.

6. By accepting these terms, you and the licensee company, regardless your level of responsibility within such company, undertake to comply with the conditions of this license.

7. If you do not agree with any of the provisions of this license, you must not request the license file to NETIA, and you must notify by any means your disagreement to the customer department of NETIA within fifteen calendar days after the purchase of the NETIA software.

8. If you notify your disagreement as stated above, NETIA will refund the fee paid. If you fail to notify your disagreement within the time period specified above, the amounts paid by licensee will definitely be acquired by NETIA.

9. IN ANY CASE AND IF YOU DO NOT ACCEPT THE TERMS OF THIS DOCUMENT, YOU ARE NOT AUTHORIZED TO USE THE NETIA SOFTWARE. PLEASE CLICK ON "CANCEL" AND DO NOT INSTALL THE NETIA SOFTWARE.

10. THE "LIMITED" MODE OF ALL SOFTWARE COMMERCIALIZED BY NETIA IS SUBJECT TO SPECIFIC TERMS UNDER SEPARATE GENERAL TERMS OF USE.

11. TO ACTIVATE THE "OPERATING MODE" WITH THE OPTIONS SUBSCRIBED OF THE NETIA SOFTWARE ALREADY INSTALLED IN "LIMITED" MODE, LICENSEE MUST INSTALL A SPECIFIC LICENSE FILE TO BE OBTAINED FROM NETIA OR ONE OF ITS DISTRIBUTORS. FURTHER INFORMATION CAN BE FOUND IN THE NETIA SOFTWARE'S DOCUMENTATION.

### 2. REPRESENTATION OF LICENSEE

1. The NETIA software covered by the agreement is a standard software; licensee acknowledges that he has chosen it on the basis of the information made available to him and further acknowledges that such information is sufficient.

2. NETIA only warrants that each NETIA software will operate in accordance with its documentation.

3. Licensee acknowledges that he has the skills as well as the human and equipment structures required to use each NETIA software and accordingly that he is able to use it under his sole responsibility.

### 3. DEFINITIONS

The following terms shall be construed herein according to their respective definitions set forth below:

- "NETIA" means the company editing the NETIA software, a French company with management board ("société anonyme à directoire"), registered with the Trade and Companies Register of Montpellier under number 478 757 966, with registered offices located, as of the day hereof, Halle Industrielle de Farjou, 34 270 Claret;
- "anomaly" means any defect reproducible by licensee, to the exclusion of any misuse;
- "operating environment" means all hardware, basic software, operating systems and configuration on which each NETIA software is operated and such as specified in the purchase order concerned or in the proposal;
- "agreement" means these Terms and Conditions completed by the proposal and/or the purchase order;
- "documentation" means user's guide of each NETIA software edited by NETIA and delivered to licensee. The documentation may be delivered on paper or electronic media or in the form of online help;
- "license to use of each NETIA software" means the right to use one copy of the NETIA software ordered and its documentation in accordance with the provisions of these Terms and Conditions;
- "workstation" means terminal connected to the server through which the users exploit its resources;
- "NETIA software" means documented executable program designed to be supplied to several users for a same application or function, and a description of which is specified in each purchase order or the proposal concerned;
- "server machine" means main computer network with workstations and intended to supply services to the connected users via their workstation;
- "user" means individual professionally able to use the NETIA software concerned given in the strict domain of activity of said NETIA software.
- "licensee" means legal person (individual or company) having placed the purchase order or accepted the proposal of NETIA or on behalf of whom a third party has issued said purchase order.

### 4. PURPOSE

1. The purpose of the agreement is to set forth the conditions under which NETIA grants licensee, who accepts, the personal, non-assignable, non transferable and non-exclusive right to use worldwide, in accordance with its purpose and for its own needs, the NETIA software such as described in the agreement and in the purchase order or the proposal concerned.

### 5. TERM

1. The agreement shall be effective the day the purchase order is signed by licensee.
2. It shall remain in effect for the duration of the legal protection of copyright under French laws, subject to compliance by licensee of the conditions of license granted to him by NETIA.

### 6. INFORMATION

1. Among the conditions to be respected under this license, licensee agrees to give the following information to NETIA upon the effective date of this agreement and at any time during the agreement in case such information is changed:
  - the name, contact details and site of the users
  - the serial number of the NETIA software used
  - the type and quantity of the NETIA software used
  - the number of users of the NETIA software
  - the name and address of the distributor who procured licensee the NETIA software
  - and generally any elements required for the invoicing.

### 7. INSTALLATION AND CONFIGURATION OF THE NETIA SOFTWARE

1. The installation and configuration of the NETIA software is made by licensee, who may obtain assistance from NETIA under the separate NETIA Terms and Conditions of Services.
2. The installation and configuration must be realized in accordance with the information supplied in the documentation of the NETIA software.

## 8. RIGHTS IN THE NETIA SOFTWARE

1. NETIA grants to licensee, who accepts, a right to use the NETIA software such as described in article “Purpose” in object code, and its related documentation.
2. This right to use is granted in consideration of the payment of the fee.
3. The NETIA software concerned must be used:
  - in accordance with its purpose such as described in the purchase order or the proposal concerned and in the documentation;
  - solely for the own needs of licensee and for the use for which said NETIA software concerned has been granted by NETIA;
  - in accordance with the contractual provisions of this license and the safety and operating instructions contained in the documentation;
  - carefully in particular regarding the physical media;
  - exclusively in the operating environment initially provided in the purchase order or the proposal concerned.
4. Licensee is not authorized to use or make copies of the NETIA software, whether totally or partially, for purposes and in conditions other than those expressly permitted in this license or conflicting with the legal provisions applicable both in the country of origin of the NETIA software and in the country where said software is used.
5. Licensee is not authorized to translate, analyze, decompile or disassemble the NETIA software for purposes other than those permitting him to use the software in accordance with its purpose or obtain the information necessary for the interoperability of the NETIA software with other software and/or package.
6. The actions for the interoperability of the NETIA software are subject to the following conditions:
  - these acts are performed by licensee or on his behalf by a person authorized to do so;
  - the information necessary to achieve interoperability has not previously been readily available to licensee or the person authorized to do so on his behalf;
  - these acts are confined to the parts of the NETIA software which are necessary to achieve interoperability.
7. The information thus obtained may not:
  - be used for purposes other than to achieve the interoperability of the NETIA software;
  - be disclosed to third parties except where necessary for said interoperability;
  - be used for the development, production or commercialization of software substantially similar in its expression or for any other act which infringes copyright of NETIA.
8. Licensee is authorized to make one single backup copy of the NETIA software where such copy is necessary to ensure use of the NETIA software.
9. Licensee must inform NETIA of his intent to make any decompilation or disassembling prior making any such decompilation or disassembling.
10. Licensee shall not reproduce, rent, loan, transfer the NETIA software in any manner whatsoever.
11. It is strictly prohibited to use the NETIA software as part of a facilities management service without the prior written agreement of NETIA, and in such case it will be subject to financial terms determined by NETIA.
12. Licensee is not authorized to modify the NETIA software or integrate all or part of such software into another program.
13. Licensee shall not redistribute the font models or the files included in the NETIA software.
14. Licensee may not separate the components of the NETIA software for a use on more than one computer.
15. Licensee is not authorized to transmit electronically all or part of the NETIA software to any person or on any site for a use not expressly authorized in this license.
16. Given the sophistication of the NETIA software, NETIA expressly reserves the exclusive right to correct errors in said software.

## 9. ENVIRONMENT

1. This license to use the NETIA software is limited, according to the terms of the purchase order, to the rights of implementation on a workstation, a server machine, one copy in operation at a given time or for a use by a determined number of users.
2. Where applicable, it may be extended to one or more additional workstations or sites and/or several users, exhaustively and expressly designated, with the express written consent of NETIA and subject to the payment of an additional fee.

## 10. IMPLEMENTATION

1. On principle and unless separately agreed by the parties, the implementation of the NETIA software concerned in its operating environment is made by licensee under his sole responsibility.

## 11. FEE

1. In consideration of the right to use the NETIA software, licensee agrees to pay NETIA a single flat fee; the amount and terms of payment of such fee are mentioned in the purchase order or the proposal concerned.
2. Such fee has been expressed in euros and quoted exclusive of any foreign taxes, including VAT or any comparable tax, relating to this Agreement.
3. Any foreign taxes, duties, including but not limited to VAT and withholding taxes, relating to this Agreement shall be solely borne by Customer who will pay them to the relevant tax administration under the applicable legislation. As a consequence, the amount to be paid to GlobeCast shall in all cases be equal to what GlobeCast would have received if none of the above-mentioned taxes had been deducted, withheld or paid for.
4. In addition to the aforementioned late payment penalties, a fixed recovery fee of forty Euros (40€) will be charged to cover debt recovery costs in accordance with the provisions of Decree of 2 October 2012. Should the debt recovery costs incurred by Nétia be greater than the fixed recovery fee, the customer will be liable to pay Nétia's actual debt recovery costs as duly evidenced by appropriate documents. The parties expressly agree that late payment penalties and recovery fee will be due automatically without any formality or notice.
5. For the provision of the Service contemplated under this Agreement, the Customer (i) warrants to NETIA that he is not part in any scheme that could be considered as circumventing applicable laws regarding VAT (e.g. , missing trader fraud schemes) and, (ii) undertakes to take any reasonable due diligence measure to control that the companies he is contracting with are not part of any such scheme.

## 5. WARRANTY

### 5.1 INFRINGEMENT WARRANTY

1. Subject to the conditions stated below, in the event where an action for infringement is brought against licensee, NETIA will pay the damages licensee may be ordered to pay in a European Union country by a final court's infringement findings, to the exclusion of any costs.
3. This action is subject to the following express conditions:
  - licensee has promptly notified NETIA in writing the infringement claim or the possibility thereof;
  - NETIA was able to defend its own interests and the interests of licensee, and to that end, licensee has loyally cooperated in such defense by providing to NETIA all reasonable element, information and assistance required.
4. The above provisions determine the limits of NETIA's liability in case of infringement, patents and/or copyright resulting from the use of the NETIA software.

### 5.2 EXCLUSION OF WARRANTY

1. NETIA disclaims any and all warranties for the NETIA software, in particular warranties against hidden defects, or warranties that the software will meet the needs of licensee or operate error-free.

## 6. LIABILITY

1. Licensee bears all risks linked to, and NETIA will in no event be responsible for, the results and performances of the NETIA software both during the performance of this license and thereafter, including in the event where this agreement is terminated.
2. Generally, NETIA disclaims any liability towards licensee for any loss or damage, whether direct or indirect, resulting from the NETIA software, whatever its nature and cause, including for its partners and suppliers.

3. Indirect damage includes, but is not limited to, loss of orders or turnover, customers, operating loss, loss or deterioration of data, as well as damage to licensee's brand image and any third party action against licensee.

4. In the event where NETIA were condemned by a court, the maximum amount of the compensation NETIA might have to pay to licensee, including the compensation to its partners and suppliers, shall not exceed all damage included the amount without VAT of the fee paid by licensee to use the NETIA software.

## 7. INTELLECTUAL PROPERTY

1. Any copyright, trademark, business names, logos, patents, designs or other intellectual property rights or distinctive signs appearing on or related to the NETIA software and documentation remain the entire and exclusive property of NETIA.

2. Similarly, any other trademarks, business names, logos, patents, designs or other distinctive signs or intellectual property rights related to third-party products concerned remain the property of their respective owner, which licensee hereby agrees to respect, without any warranty or liability for NETIA.

3. Licensee does not acquire any intellectual property right in the NETIA software other than what is specified in articles "Purpose" and "Rights in the NETIA Software".

4. Licensee shall not act in a manner that may directly or indirectly infringe the rights of NETIA or third parties and any distinctive signs.

5. Licensee shall consequently not modify, remove, mask, alter, move by any means whatsoever all or part of any distinctive sign appearing, among others, on the computer programs, media, packaging, documentation as well as the different property and copyright notices that will appear on the screens and the documentation.

6. Licensee agrees to take such measures as may be necessary to ensure the respect and protection of the rights of NETIA and/or third-party editors.

7. Licensee agrees to reproduce on any copy of the NETIA software expressly authorized by these Terms and Conditions any copyright notice and other provisions relating to the rights of NETIA.

8. In case of seizure, licensee shall immediately inform NETIA, make any protest against the seizure and take any measure to publicize NETIA's rights.

## 8. TERMINATION

1. If licensee breaches any of his obligations, NETIA may terminate by simple letter or e-mail this license as of right and the order form or the proposal will automatically be terminated as well.

2. In such case, licensee agrees to return to NETIA the software and its documentation as well as any backup copy; licensee further agrees to supply a written attestation that the foregoing has been returned and that no element is kept, whether totally or partially.

## 9. ASSIGNMENT

1. This agreement cannot be totally or partially assigned by licensee without NETIA's written agreement.

2. NETIA may assign to any legal entity of its choice its rights and obligations under this agreement, provided only that it informs licensee thereof by the means of its choice.

## 10. MISCELLANEOUS PROVISIONS

1. The parties agree to perform their obligations in utmost good faith.

2. Headings are inserted for convenience only and in case of difficulty of interpretation between the section headings and any of the sections, headings shall be declared null and void.

3. If one or several provisions of this agreement were to be held invalid or so declared by a law, a regulation or a final decision rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

4. The parties mutually agree that if one of the parties tolerates a situation, it shall not grant rights to the other party.

5. Such a tolerance shall not be construed as a waiver of the rights in question.

6. Generally and unless expressly authorized by NETIA, licensee agrees to keep confidential the information transmitted by NETIA by any means and on any types of media whatsoever, except for information in the public domain.

## 11. GOVERNING LAW

1. The agreement shall be governed by the laws of France. Formal and substantive requirements are governed by French laws, except for the provisions that would conflict with the rules of the European or international public order applicable in the countries where the NETIA software is used.

**12. JURISDICTION**

**IF NO OUT-OF-COURT SETTLEMENT CAN BE FOUND, ALL DISPUTES SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF MONTPELLIER, WHATEVER THE NUMBER OF DEFENDANTS OR ANY INTRODUCTION OF THIRD PARTIES, EVEN FOR URGENT PROCEEDINGS, PROTECTIVE MEASURES, INTRODUCED BY SUMMARY PROCEDURE OR PETITION.**