

END USER LICENSE AGREEMENT CAMERA VIEWER SOFTWARE

SECTION 1.0 - GRANT OF LICENSE

- 1.1 Subject to the terms and conditions of this End User License Agreement (the "Agreement"), March Networks grants to End User and End User accepts a non-exclusive, non-transferable limited use license to use the software products in object code form, owned or distributed by March Networks (the "Licensed Software") and any accompanying documentation for use with the Licensed Software (the "Documentation") provided by March Networks (collectively, the "Software") for End User's own internal use, solely in conjunction with the designated equipment supplied by March Networks or its authorized resellers ("Device") and as set out in the Documentation.
- 1.2 End User is permitted to install and use the Software on one or more computers exclusively for use with the March Networks Device(s).
- 1.3 Parts of the Software may contain third party software which requires notices and/or additional terms and conditions. Those terms, and any Software authorship attribution and like notices that March Networks is required to provide to End User, are set out in the Third Party License Terms published in the Software package. By using the Software, End User is also accepting the additional terms and conditions, if any, set forth therein. In addition to any terms and conditions identified in the Third Party License Terms, the disclaimer of warranty and limitation of liability provisions in Section 4.4 and 6.2 of this Agreement shall apply to all Software in this distribution.

SECTION 2.0 - CONFIDENTIALITY, PROTECTION AND SECURITY OF SOFTWARE PRODUCTS

- 2.1 End User acknowledges and agrees that the Software is proprietary and confidential to March Networks and/or its third party suppliers, and agrees to keep such information confidential.
- 2.2 Subject to the rights expressly granted to the End User in this Agreement, all rights, title and interest to the Software and all related releases thereof, including all copyright and other intellectual property rights in the foregoing, are and shall at all times remain the sole and exclusive property of March Networks or its third party suppliers. End User shall not copy, in whole or in part, any of the Software or any related release(s) thereof, nor shall End User translate, modify, enhance, create derivative works, reverse engineer, de-compile, encumber, sublicense, lend, rent, lease, assign or transfer, or otherwise use, the Software or any related releases thereof, except as specifically authorized under this Agreement. All appropriate copyright and other proprietary notices and legends shall be placed on all Software and related releases supplied by March Networks, and End User shall maintain and reproduce those notices on any full or partial copies made by it.

SECTION 3.0 - TERM AND TERMINATION

- 3.1 Unless otherwise agreed to in writing, this Agreement shall become effective for the Software upon use of the Software. By installing and using the Software End User accepts the Software and agrees to the terms of this Agreement.
- 3.2 March Networks may terminate this Agreement immediately if: (a) on written notice to End User, any amount payable to March Networks is not paid within thirty (30) days of the date on which payment is due; (b) End User becomes bankrupt, makes an assignment for the benefit of its creditors, or if its assets vest or become subject to the rights of any trustee, receiver or other administrator; (c) bankruptcy, reorganization or insolvency proceedings are instituted against End User and not dismissed within fifteen (15) days; or (d) End User breaches a material provision of or is in default of its obligations under this Agreement and the breach or default is incapable of cure or, if capable of cure, the breach or default is not rectified within fifteen (15) days of receipt of written notice of the breach from March Networks.
- 3.3 Termination of End User's license will automatically result in termination of this Agreement.
- 3.4 Upon termination of this Agreement, End User shall immediately return or destroy all copies of the Software and all related releases. In event of destruction of the foregoing, End User shall certify such destruction to March Networks, in writing. All obligations of End User arising prior to termination and those obligations relating to confidentiality and non-use, shall survive termination of this Agreement.

SECTION 4.0 - WARRANTIES

- 4.1 March Networks warrants that the Software as originally delivered to End User will function substantially in accordance with the functional description set out in the user manual supplied with the Software for a period of ninety (90) days from the date of shipment, when used in accordance with the user manual. This warranty is available only once in respect of each Software program, and is not renewed by the payment of any fee for updates or upgrades to the Software.
- 4.2 End User acknowledges and agrees that March Networks cannot and does not guarantee or warrant that the Software will be free of viruses upon installation, and that End User is responsible for implementing all necessary and proper procedures for safeguarding End User's systems and data against viruses.
- 4.3 March Networks' sole obligation and End User's sole remedy for a breach of the warranty set forth in this Section 4 shall be March Networks' good faith efforts to rectify the non-conformity or, if after reasonable efforts March Networks is unable to rectify the non-conformity, March Networks shall accept return of the Software and refund the purchase price thereof. This warranty is available only once in respect of each Software program. Notwithstanding the foregoing, March Networks shall have no obligation under this Section 4 if the Software is modified or used in conjunction with hardware or software not supplied or approved by March Networks.
- 4.4 **MARCH NETWORKS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, NON-INFRINGEMENT, THOSE ARISING FROM STATUTE OR TRADE CUSTOM, OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

SECTION 5.0 - INTELLECTUAL PROPERTY INDEMNITY

- 5.1 The End User shall indemnify and hold March Networks harmless against any damage, expense or loss resulting from any claims for actual or alleged infringement of patents, copyrights, trade-marks, trade secrets or other industrial or intellectual property rights resulting from unauthorized use or modification of the Software by End User, or from March Networks' compliance with End User's designs, specifications or instructions.
- 5.2 The licensing of the Software by March Networks does not convey any license by implication, estoppel, or otherwise, under any patent, copyright, trade secret, trade-mark or other intellectual or industrial property right.
- 5.3 Subject to Section 5.1, March Networks will defend or settle, at its own expense, any action brought against the End User to the extent that it is based on a claim that the Software infringes any Canadian or United States patent, copyright or trade secret. March Networks will pay all costs and damages resulting from such claim which are finally awarded against End User, or agreed to in settlement by March Networks, PROVIDED THAT: (a) March Networks is notified in writing by the End User within ten (10) days of the date on which End User became aware of the claim; (b) March Networks has sole control of the defense of any claim, and all negotiations for its settlement or compromise; (c) the claim does not result from any unauthorized use or modification of the Licensed Software, or from the use of the Software in conjunction with any hardware or software not supplied or approved by March Networks; (d) End User has not made and does not make any admissions in respect of such alleged infringement; and (e) End User provides all such assistance as March Networks may reasonably require.
- 5.4 In the event that the Software or any part thereof becomes, or in March Networks' opinion is likely to become the subject of a claim of infringement of a patent, copyright, trade secret, trade-mark or other industrial or intellectual property right, or the use of the Software or any part thereof is enjoined as a result of any such claim, the End User shall permit March Networks, at its sole option and expense, to either (a) procure for the End User the right to continue using the Software; (b) to replace the affected Software with non-infringing Software; (c) modify the affected Software so that it becomes non-infringing; or (d) remove the affected Software, and refund the purchase price thereof, less a reasonable amount for depreciation.

- 5.5 THE FOREGOING STATES THE ENTIRE LIABILITY OF MARCH NETWORKS WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADE-MARK, MASK WORK OR OTHER INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHT.
- 5.6 THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NONCOMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM)

SECTION 6.0 - LIMITATION OF LIABILITY

- 6.1 IN NO EVENT WHATSOEVER, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF CONDITION OR FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH OR AS A RESULT OF NEGLIGENCE, SHALL MARCH NETWORKS, ITS EMPLOYEES', DIRECTORS', OFFICERS' AND AGENTS' TOTAL COLLECTIVE LIABILITY TO END USER FOR ANY CLAIM EXCEED THE AMOUNT PAID FOR THE SPECIFIC ITEM OR SOFTWARE PRODUCT THAT IS THE SUBJECT MATTER OF OR THAT IS DIRECTLY RELATED TO THE CLAIM.
- 6.2 MARCH NETWORKS, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER, WHETHER AS A RESULT OF A CLAIM OR ACTION IN CONTRACT OR TORT OR OTHERWISE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OR LOST BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT MARCH NETWORKS, ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 7.0 - GENERAL

- 7.1 The provisions of Sections 2.0 (Confidentiality, Protection and Security of Software), 4.0 (Warranties), 5.0 (Intellectual Property Indemnity) and 6.0 (Limitation of Liability) shall survive termination of this Agreement.
- 7.2 If the End User is the government of the United States of America, the following provision shall apply: The Software is provided to the United States government as commercial computer software and/or computer software documentation under licenses customarily provided to the public to the extent such licenses are consistent with federal law and otherwise satisfy the government's needs. Accordingly the government shall have only those rights specified in the license set forth herein as per FAR 12.212 (a). If said license fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to March Networks.
- 7.3 End User understands and agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the export laws, restrictions or regulations of Canada, the United States or the European Community (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, End User represents and warrants that it is not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Belarus, Cuba, Iran, Libya, Myanmar, North Korea, Syria and Sudan) and that End User is not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if End User fails to comply with the terms of this agreement.
- 7.4 This Agreement constitutes the entire agreement between March Networks and End User and supersedes all prior oral and written communications. All amendments shall be in writing and signed by an authorized representative of both parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective representatives, successors and permitted assigns. The End User shall not assign this Agreement or any interest herein, or any rights accruing under this Agreement, without the prior written consent of March Networks.

- 7.5 If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.
- 7.6 No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. The waiver by either party of any right hereunder, or of the failure to perform or of a breach by the other party, shall not be deemed to be a waiver of any other right hereunder or of any other breach or failure by such party, whether of a similar nature or otherwise.
- 7.7 For End Users resident in the United States, March Networks is "March Networks, Inc." and this Agreement shall be governed by the domestic laws of the State of Delaware, USA (excluding its conflicts of laws provisions) and the courts of that State shall have exclusive jurisdiction over all matters arising hereunder. For End Users resident in Europe, Middle East or Africa, March Networks is "March Networks Srl" and this Agreement shall be governed by the domestic laws of Italy (excluding its conflicts of laws provisions) and the courts of Italy shall have exclusive jurisdiction over all matters arising hereunder. For End Users resident in Canada, the Caribbean, Latin or South America or People's Republic of China, March Networks is "March Networks Corporation" and this Agreement shall be governed by the domestic laws of the Province of Ontario, Canada (excluding its conflicts of laws provisions), and the courts of that Province shall have exclusive jurisdiction over all matters arising hereunder. For End Users resident in Mexico, March Networks is "March Networks de Mexico, S.A. de C.V." and this Agreement shall be interpreted and construed in accordance with the laws of Mexico and both parties submit to the jurisdiction and to the court of competent jurisdiction located in the Federal District. For End Users resident in Australia, the Pacific region or Asia, excluding People's Republic of China, March Networks is "March Networks (Australia) Pty Limited" and this Agreement will be governed in accordance with the laws of the State of New South Wales, Australia (excluding its conflicts of laws provisions), and the courts of that State shall have exclusive jurisdiction over all matters arising hereunder. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).
- 7.8 This Agreement has been agreed to only in the English language, which version of this EULA shall be controlling regardless of whether any translations of this EULA have been prepared or exchanged.