



Conditions

Subject to the terms and conditions set forth herein, Reflecmedia hereby grants to the Purchaser a non-exclusive, non-transferable license to use the technology and other intellectual property contained within the Product (collectively, the "Technology"). Purchaser may not, and may not authorize any third party to: (i) create derivative works, as defined under 17 USC § 106 (as interpreted by applicable case law), copy, alter or in any way modify the Technology; (ii) translate, decompile, disassemble, reverse compile or reverse engineer the Technology, or in any other manner reduce the Technology to human perceivable form; or (iii) bypass or delete any copy protection methods that are for preventing unauthorized copying or use of the Technology. This Agreement does not provide Purchaser or any end user with any title or ownership rights in or to the Technology, but only a right of limited use. As between Reflecmedia and Purchaser, Reflecmedia has, and shall retain, all rights, title and interest in and to the Technology, any trade secrets, inventions or know-how (whether patentable or not) incorporated or used in the Products, and all intellectual property rights (including, without limitation, copyright and patent rights) in any of the foregoing arising under the laws of the United States, the European Union or anywhere throughout the world.

For Reflecmedia's range of current products and developments, current relevant granted patents include: USA 5900978, USA 56502132 (& UK 2310863b and EP 0795138) and UK 2367909B.

Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of England, without giving effect to the choice of law or conflict of law principals thereof.

ARBITRATION:

THIS AGREEMENT AND ALL DISPUTES ARISING IN CONNECTION HERewith SHALL BE FINALLY SETTLED UNDER THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE (THE "ICC") BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SUCH RULES, WITH THE SITUS OF SUCH PROCEEDING TO BE LONDON, ENGLAND. THE PARTIES HERETO HEREBY CONSENT TO THE JURISDICTION OF THE ICC IN LONDON, ENGLAND AND WAIVE ANY AND ALL DEFENSES THERETO BASED ON FORUM NON CONVENIENS OR ANY OTHER CLAIM. ANY JUDGMENT OF THE ICC MAY, AT THE OPTION OF THE ENFORCING PARTY, BE ENTERED IN ANY COURT LOCATED IN ENGLAND.

Entire Agreement:

This Agreement supersedes, terminates, and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between Purchaser and Reflecmedia with respect to the matters hereinabove expressly set forth. This Agreement represents and incorporates the entire understanding of the parties hereto with respect to the matters hereinabove expressly set forth, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, nature, or description whatsoever made by either party to the other, except such as are expressly herein set forth.