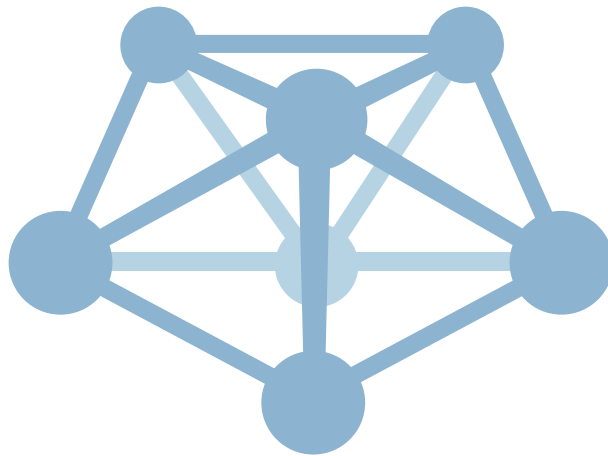


MistServer documentation
DDV Tech

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MistServer User License Agreement



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This Mist User License Agreement ("ULA") is an agreement between you and DDVTECH BV (a legal entity according to the law of the Netherlands) for the DDVTECH media products and services ("the MIST products and services"). Using Mist is accepting the terms and conditions of this ULA.

1 DEFINITIONS AND SCOPE MIST.

The Mist product line includes, but is not limited to products and services as MistServer LTS, MistCenter and (in-home) MistStewards.

MistCenter consists of a global, homogenous network of MistStewards, through which users will administer their servers, streams, limits, accounts, etc. The servers of our users will operate the open source MistServer software. Users may license Long Term Support (LTS) for the MistServer and order the product / binaries from the Mist on-line store. Users may also license (in-house) MistStewards.

Users and re-sellers of Mist products and services include service providers, radio and TV broadcasters, media properties, enterprises, educational institutions, OEMs, government and other organizations serious about delivering video to any digital screen. We offer Mist to you as a service, on a subscription fee base.

The cornerstones of Mist service to you are a unique mix of (i) in-depth understanding of customer needs in the media distribution industry, from small to large operators, (ii) use of Mist IP (intellectual property) that enables the 3 components (MistCenter, MistSteward and MistServer) work together and is a unique set of principles and mathematical algorithms for optimizing the performance of a media network, (iii) use of a secured and shared database and web portal for all users and (iv) a customer support program.

2 MIST USER LICENSE

Mist and Mist products and services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Mist is licensed, not sold.

3 GRANT OF LICENSE

This ULA grants you the non-exclusive and non-transferable right to use Mist products and services in all areas of your business activities. You are not allowed to use Mist or commercial activities outside your company unless you enter into a marketing license agreement with DDVTECH or its local marketing license partners.

4 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble Mist products, except and only to the extent that such activity is expressly permitted by DDVTECH BV..

Product Transfer. You may permanently transfer all of your rights under this ULA, provided the recipient agrees to the terms of this ULA. Support Services. DDVTECH and / or its marketing partners and / or its Resellers offering Mist products and services may provide you with support services related to the Mist service.

Any supplemental activity provided to you as part of the Mist shall be considered part of the Mist service and subject to the terms and conditions of this ULA. In case users and resellers offer their products and services to their customers using their own terms and conditions, this ULA



will not replace their terms, but are an add-on (including but not limited to any data sets, images, photographs, animations, video, audio, music, and text incorporated into Mist, the accompanying printed materials, and any copies of Mist are owned by DDVTECH or its marketing partners). Mist is protected by copyright laws and international treaty provisions. Therefore, you must treat Mist like any other copyrighted material.

Password and User Name. You will have access to Mist products and services with your personal ID. You are advised not to share these identification tools with third parties and change password and user name regularly. DDVTECH rejects any responsibility for any activities using your login credentials.

Storage and Usage of Data. You are aware that DDVTECH uses marketing, operating, customer support and R&D purposes secured and shared data bases and web portals for all users. You accept when ordering your licenses upon delivery we include ID-codes and you accept you are not allowed to tamper with or alter the codes. You allow us to store your data and the data of your customers, to use for operating our products and services, to make improvements and to monitor to determine compliance with our terms of use and any other additional terms.

Termination. Without prejudice to any other rights, DDVTECH will terminate your license if you fail to comply with the terms and conditions of this ULA. In such event the user is not entitled to any compensation, what so ever.

Rate Card and payments. We will publish our rate card for Mist products and services. You accept that you pay for the # of concurrent licenses and not for the # of installs. Rates are subject to indexation and excluding sales taxes. You accept that we observe your concurrent usage against the volume of licenses and service you ordered and paid for. We will approach you when we observe you use more than ordered, with a request to inform us about your correct volume and payment for the additional usage. All fees are payable in advance. We operate a strict "no received payment — no service" policy and you are aware that we will suspend our service to you until your payment. In case you refuse to inform us and / or refuse to pay and continue to use our software and services - and after 2 requests, each with a 15 days notice, from us to you in writing - you accept that you are obliged within 30 days - to remove all unpaid for software from your platform. In case you refuse to remove our software and services you accept we are allowed to disable the usage of our software and services to you without further notice. Resellers are allowed to charge their CUSTOMERS for the usage of the Mist and this is subject to one-one-one negotiation between RESELLER and his CUSTOMER.

Transactions not allowed. You should be 18 years or older for using the Mist. You are not allowed to use the Mist for any illegal activities.

Liability. We are not liable for the products and services offered by our users and resellers. We are not liable for you not paying in time. We are not liable for the internet connection and / or any damage to you or your computer hardware / software, your IT network, your content of the shared data base, including but not limited to lost, fraud and illegal use, caused by either using the MIST or supporting services regardless of whether this damage was unintentional or not. Furthermore we don't guaranty a 100

Change of ULA. We reserve the right to change these Terms and Conditions of the ULA without any prior notice, and will inform you through our Mist website. When we do, we will inform you the first time you try to access Mist after the change.

Jurisdiction. You accept that this ULA and the MIST SERVICES are governed by law of the Netherlands and any dispute connected with these are subject to the exclusive jurisdiction of the Rotterdam courts.