

END USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR HOPLA PRODUCTIONS SOFTWARE IMPORTANT—READ

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This agreement is between
you as
individual or entity
hereinafter referred to as "You"

and

HOPLA PRODUCTIONS
Hofwijkstraat 52
4834EL Breda
Nederland

hereinafter referred to as "HOPLA PRODUCTIONS"

By installing the Software (or having the software be installed on your behalf) you agree to accept the terms of this EULA.

RECITALS

A. HOPLA PRODUCTIONS has developed an application software system known as “Power Studio” (the “Program” / the “Software”), which is the software you are installing.

B. By installing the Software You desire to obtain a license to use the Program. HOPLA PRODUCTIONS is willing to provide You with a license to use the Program, upon the terms of this Agreement.

AGREEMENT

1. DEFINITIONS

1.1 “HOPLA PRODUCTIONS” means HOPLA PRODUCTIONS, Hofwijkstraat 52, 4834EL Breda, Nederland.

1.2 “Computer” means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.3 “CPU” means a single central processing unit within a computer. In the case of multi-core CPUs, each core represents a single CPU.

1.4 “Deployed” means one copy of Product deployed on one Computer/Server/CPU.

1.5 “Download Site” means the HOPLA PRODUCTIONS FTP- or Web-Site located at an address to be disclosed to you, or an alternative site as HOPLA PRODUCTIONS may notify you from time to time, with respect to subsequent Product downloads by website redirection, email, or as set forth in Section 22 below.

1.6 “End-User” or “Customer” means an End User of a Product, authorized to use the Product for its intended use and not for remarketing. In the context of this Agreement, the End-User would be You.

1.7 “Internal Network” means a private, proprietary network resource accessible only by employees and individual contractors (i.e. temporary employees) of a specific corporation or similar business entity. Internal Network does not include the Internet or any other network community open to the public, including but not limited to membership or subscription driven groups, associations and similar organizations.

1.9 “License Fee” means the nonrefundable fee(s) payable to HOPLA PRODUCTIONS for each Deployed copy of Product.

1.10 “Permitted Number” means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by HOPLA PRODUCTIONS.

1.10.1 Each station or channel requires at least one unique primary license and can have any number of secondary licenses.

1.10.2 Each instance of Power Studio must be covered by an individual license, even if they are running on the same computer.

1.11 “Software”, “Product(s)” or “Program(s)” means (a) all of the information with which this agreement is provided, including but not limited to (i) HOPLA PRODUCTIONS or third party software files and other computer information; (ii) related explanatory written materials and files (“Documentation”); and (b) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by HOPLA PRODUCTIONS at any time, to the extent not provided under a separate agreement (collectively, “Updates” and/or “Upgrades”).

1.14 “Term” means the entire period of the Agreement.

1.15 “Update” means bug fixes and perhaps minor functional enhancements to the software identified by a change in at least the third or fourth digit of the software’s four level version numbering scheme.

1.16 “Upgrade” means significant new features and/or functional enhancements to the software identified by a change in at least the first or second digit of the software’s four level version numbering scheme.

2. SOFTWARE LICENSE

2.1 As long as you obtained the Software from HOPLA PRODUCTIONS or one of its authorized Resellers and as long as you comply with the terms of this agreement, HOPLA PRODUCTIONS grants you a non-exclusive license to use the Software in the manner for the purposes it is intended for or as instructed by HOPLA PRODUCTIONS, as further set forth below. See Section 15 for specific provisions related to certain components.

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6. UPDATES

6.1 If the Software is an upgrade or update to a previous version of the Software, you must possess a valid license to such previous version in order to use such upgrade or update. All upgrades

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7. COMPLIANCE WITH LICENSES

7.1 You agree that upon request from HOPLA PRODUCTIONS of its authorized representative you will within thirty (30) days fully document and certify that use of any and all HOPLA PRODUCTIONS Software at the time of the request is in conformity with your valid licenses from HOPLA PRODUCTIONS.

8. LIMITED WARRANTY

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11. EXPORT RULES

11.1 You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by Dutch Export laws or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed or otherwise restricted nation and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights granted under this Agreement are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

12. MARKETING

12.1 During the term of this Agreement, you agree to be a reference for HOPLA PRODUCTIONS. HOPLA PRODUCTIONS may issue a press release - and you may participate in this press release - regarding the integration and use of the Product as follows:

12.1.1 Reference: As a reference, you agree to speak in good faith with media and/or HOPLA PRODUCTIONS customers or prospects from time to time about your use of HOPLA PRODUCTIONS Products and Services. Such reference opportunities will be limited to a reasonable quantity and mutually agreed content;

12.1.2 End User Reference: You agree that HOPLA PRODUCTIONS names you as an End Users of the Product.

12.1.3 Press Release: HOPLA PRODUCTIONS may issue a press release in which HOPLA PRODUCTIONS announces that you are integrating and using the Product. You, at your discretion, may issue a press release about the mutually agreed content. Neither party shall release its press release without first providing such press release to the other for its review and approval, which approval shall not be unreasonably withheld or delayed.

13. GOVERNING LAWS; ATTORNEYS' FEES

13.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of The Netherlands. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in Dutch court. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive jurisdiction of such courts. If any legal action or proceeding is initiated, the prevailing party shall be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

14. EQUITABLE RELIEF

14.1 You acknowledge that any breach or threatened breach of this Agreement involving an unauthorized use of Confidential Information or HOPLA PRODUCTIONS intellectual property will result in irreparable harm to HOPLA PRODUCTIONS for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, HOPLA PRODUCTIONS will be entitled to seek injunctive or other equitable relief, as appropriate, and you hereby waive the right to require HOPLA PRODUCTIONS to post a bond. If HOPLA PRODUCTIONS seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by you involving an unauthorized use of Confidential Information or HOPLA PRODUCTIONS intellectual property, you agree that it will not allege in any such proceeding that HOPLA PRODUCTIONS's remedy at law is adequate. If HOPLA PRODUCTIONS seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will HOPLA PRODUCTIONS be deemed to have made an election of remedies.

15. SPECIFIC PROVISIONS AND EXCEPTIONS

15.1 This section sets forth specific provisions related to certain components of the Software as well as limited exceptions to the above terms and conditions. The extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition.

15.1 Pre-release Software Additional Terms. If the Software is pre-commercial release of beta software ("Pre-release Software"), then this Section applies. The Pre-release Software is a pre-release version, does not represent a final product from HOPLA PRODUCTIONS, and may contain bugs, errors and other problems that could cause system or other failures and data loss. HOPLA PRODUCTIONS may never commercially release the Pre-release Software. If you received the Pre-release Software pursuant to a separate written agreement, your use of the Software is also governed by such agreement. You will return to destroy all copies of Pre-release Software upon request by HOPLA PRODUCTIONS or upon HOPLA PRODUCTIONS'S commercial release of such software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 9 AND 10 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRYOUT SOFTWARE.

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