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As part of its obligations under this Agreement, Licensee agrees to (i) act as a reference for Licensor; (ii) provide Licensor with such information as Licensor shall reasonably request with respect to the costs and benefits to Licensee's business of using the Licensed Software, provided that, Licensor shall not be permitted to disseminate any such information to third parties without the express consent of the Licensee; (iii) permit Licensor to use Licensee as a case study in its marketing efforts to potential licensees and third parties (solely with Licensee's prior written consent); and (iv) release jointly-approved press releases from time to time regarding the nature and existence of this Agreement.

12. Default and Termination/Expiration

(a) Except as otherwise set-forth, in the event that either party defaults in any material obligation under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, and, if the defaulting party has not cured the default within forty-five (45) days following receipt of such notice, the non-defaulting party shall have the right to terminate this Agreement provided that, if there is a reasonable dispute among the parties as to whether a default exists under this Agreement or whether a default has been cured, then both parties agree to the following procedure:

(i) A meeting (telephonic or in-person) shall be held promptly, (within 14 days) between the parties, attended by individuals with decision-making authority regarding the default, to attempt in good faith to negotiate a resolution of the disputed default.

(ii) If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the disputed default, they agree to submit the dispute to mediation in accordance with the commercial Mediation Rules of the Court di Frosinone, Italy.

(iii) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the Court di Frosinone if they have been unable to agree upon such appointment within 15 days from the conclusion of the negotiation period.

(iv) The parties agree to participate in good faith in the mediation and negotiations related thereto in an expeditious manner.

The parties will accept the determination of such mediator as a binding resolution of the disputed default. In the case of any such dispute, neither party shall have the right to terminate the Agreement until such final determination has been rendered.

(b) Effective with the date of any termination or expiration of this Agreement all rights of Licensee under this Agreement shall terminate. Notwithstanding any termination of this Agreement, the following shall apply:

(i) The provisions of Sections 7 (Ownership), 8 (Proprietary Information), 9 (Warranty Disclaimer), 10 (Limitation of Remedies, Liabilities and Indemnity), 13 (Injunctive Relief), and 14 (Miscellaneous) shall survive any termination or expiration of this Agreement. Any termination or expiration of this Agreement shall not relieve Licensee of its (a) obligations to make all accrued payments through the date of termination or expiration and (b) any liability on account of breach of any provision of this Agreement arising prior to or following the effective date of termination or expiration.

(ii) Within ten (10) days following any termination or expiration of this Agreement, Licensee shall return or, at Licensor's request, destroy all Licensor Proprietary Information and Licensed Products, all copies thereof, all documents, notes, and other materials related to the same in Licensee's possession, together with written certification by an authorized officer of Licensee that the original and all copies of such materials, including unauthorized copies, modifications and other related materials, are no longer in use and have been returned to Licensor or destroyed. Within ten (10) days following any termination or expiration of this Agreement, Licensor shall return or, at Licensee's request, destroy all Licensee Proprietary Information, all copies thereof, all documents, notes, and other materials related to the such information in Licensor's possession, together with written certification by an authorized officer of Licensor that the original and all copies of Licensee's Proprietary Information, including unauthorized copies, modifications and other related materials, are no longer in use and have been returned to Licensee or destroyed.

(c) Termination of the Agreement under this Section shall be in addition to, and not constitute an election of remedies or a waiver of, any remedy at law or in equity available to either party as a result of a breach of this Agreement.

13. Injunctive Relief

Notwithstanding the provisions of Section 12, since any unauthorized use, copying or other transfer of the Licensed Products or any other Proprietary Information shall diminish substantially the value to Licensor of the trade secrets and proprietary rights that are the subject of this Agreement, if Licensee breaches any of its material obligations with respect to the use, nontransferability or confidentiality of the Licensed Products or any other Proprietary Information, Licensor shall be entitled to obtain equitable relief, without bond, to protect its interests therein, including without limitation, injunctive relief, as well as monetary damages. Notwithstanding the provisions of Section 12, if Licensor breaches any of its material obligations with respect to the confidentiality of Proprietary Information, Licensee shall be

entitled to obtain equitable relief, without bond, to protect its interests therein, including without limitation, injunctive relief, as well as monetary damages. Licensor and Licensee hereby acknowledge that remedies other than equitable relief are inadequate to fully protect Licensor's and Licensee's rights. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

14. Miscellaneous

(a) This Agreement shall be the complete and exclusive statement of the agreement between the parties which supersede and merge all prior proposals, understandings and other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including without limitation the terms of any Licensee request for proposal or Licensor response or the standard printed terms on any purchase order or other form provided by Licensee. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(b) All notices shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or five (5) days after mailing if mailed by registered or certified mail, postage prepaid, and addressed to the respective parties at the addresses set forth in the first paragraph of this Agreement, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this paragraph.

(c) Subject to the dispute resolution provisions set forth in Section 12(a), each of the parties, (i) submits to the exclusive jurisdiction of the Court of Frosinone, Italy, in any action or proceeding arising out of or relating to this Agreement, (ii) agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and (iii) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court or in any other jurisdiction. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party may effect service on the other party by sending or delivering a copy of the process to the party to be served at the address set forth in the first paragraph of this Agreement by registered or certified mail. Nothing in this Section shall affect the right of any party to serve legal process in any other manner permitted by law. This Agreement and performance under this Agreement shall be governed by the laws of Italy, excluding application of its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Attorney fees and costs shall be awarded to the prevailing party.

(d) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

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be void unless Licensee has obtained Licensor's prior written consent.

(f) The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

(g) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and each of which together shall constitute a single instrument, or in electronic form whereby Licensor shall indicate offer of these terms by posting this agreement to an electronic form secured by password and accessible only by Licensee, and Licensee shall indicate acceptance by clicking a clearly labeled button on such form. In the case of electronic acceptance, Licensor shall record precise date, time and Internet Protocol address of such action to allow verification of electronic acceptance by Licensee.

(h) Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes; acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquakes or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

(i) On Licensor's request, no more frequently than annually, Licensee shall furnish Licensor with a signed certification: (i) verifying that the Licensed Products are being used pursuant to the terms of this Agreement, including any user limitations; and (ii) listing the identity of all sublicensees. Licensee agrees to grant Licensor reasonable access to Licensee's books and receipts, upon prior notice during normal business hours to audit the use of the Licensed Software.

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----------- FFMPEG -----------

FFMPEG Version:1.0.7

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wxWindows Library Licence, Version 3

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Version 2.1, February 1999

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