



'Media Management System'
License Agreement and Service Level Agreement
14th May 2010

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Exhibit A – License Agreement

1. The Parties

1.1. Sepal Technologies UK Ltd. ("**Sepal Technologies**")

1.2 **Client Name** (the "Customer")

The Customer and Sepal Technologies each a "**Party**" and collectively the "**Parties**".

2. Grant of License

2.1. Subject to the terms and conditions of this Agreement, Sepal Technologies hereby grants to the Customer and the Customer hereby accepts from Sepal Technologies, a non-exclusive, non-transferable and non-assignable license (the "**License**") to use the software (the "**Software**") embodied in the video middleware and management platform (the "**Management Platform**"), during the Term of this Agreement.

2.2. No other or further license is hereby granted or implied. Nothing herein shall prevent Sepal Technologies from: (i) using the Software for its own purposes; or (ii) granting a license to any third party to use the Software for any purpose.

3. Maintenance and Support Services

During the Term of this Agreement, Sepal Technologies shall provide the Customer, for no additional consideration up to five (4) hours of support per month (the "**Monthly Support Hours**"), by telephone, email and/or fax during Sepal Technologies normal business hours on the use, operation, installation, configuration, and implementation of the License and of the Management Platform (the "**Software Services**"), as detailed in the Service Level Agreement attached hereto as **Schedule B**. The Monthly Support Hours may not be accumulated or redeemed by the Customer. Any additional support hour above the Monthly Support Hours will be charged at an hourly price of £25.

4. Credit to Sepal Technologies

The Customer hereby undertakes that on any Internet page that uses Sepal Technologies Media Management Platform, the text "Video Powered by Sepal Technologies" will appear under the video player with a link to Sepal Technologies Internet site <http://www.sepaltech.com>. The text will appear in fonts and colours that will be agreed in advance between the Customer and Sepal Technologies

5. Fees and Invoicing

In consideration of the performance of the Software Services and the grant of the License, the Customer shall pay Sepal Technologies a monthly fee in accordance with the fees detailed in Section 5 of Sepal Technologies proposal, to which this Agreement is

attached (the "**Fees**"). The Fees shall be paid each month, by credit / debit card or directly to Sepal Technologies bank account on the 1st of each calendar month in accordance with Section 7 of Sepal Technologies proposal.

6. Confidentiality; Proprietary Items

- 6.1. The Customer shall keep confidential and cause its employees and representatives to keep confidential any information of a proprietary nature, except to the extent such information is or becomes published or otherwise generally available to the public by any reason not attributable to the Customer or was previously known to it at the time of receipt. The obligations under this Section 6 shall survive the expiration or termination of this Agreement.
- 6.2. The Customer acknowledges that the Management Platform and the Software and any patent, copyright, trademark, trade secret, intellectual property and other ownership rights related thereto, (referred to, collectively, as "**Proprietary Items**") are trade secrets and proprietary property of Sepal Technologies, having great commercial value to Sepal Technologies. All Proprietary Items in the Customer's possession shall be held in strict confidence by the Customer, and the Customer shall take all steps reasonably necessary to preserve the confidentiality thereof.
- 6.3. Title to all proprietary rights shall remain exclusively with Sepal Technologies.

7. Disclaimer of Warranties and Liability.

7.1. Software Provided "As Is"

Except as may otherwise be explicitly specified herein, the License provided hereunder is provided "As Is". Without derogating from the aforesaid, in no event does Sepal Technologies warrant that the Software is error free or that it is capable of being operated in an uninterrupted fashion.

7.2. Disclaimer of Warranties

No representations or warranties, whether oral or written, express or implied, and including, without limitation, the implied warranties or conditions of merchantability, fitness for a particular purpose, non infringement, satisfactory quality, or arising from a course of dealing, law, usage or trade practice, are made by Sepal Technologies regarding the Software, the use thereof, or any goods or services provided by Sepal Technologies or any other matter pertaining to this agreement.

- 7.3. Sepal Technologies shall not be liable, in any way, for the contents, the information, the data, or the film-strips that shall be embedded and inserted into the Software.

7.4. Limitation of Liability

- 7.4.1. Subject to the terms of this Section 0, Sepal Technologies liability under this

Agreement shall be related solely to the performance of the Management Platform. The Customer hereby acknowledges and consents that Sepal Technologies shall not be liable, in any way, to the performance of the front website.

7.4.2. In no event will Sepal Technologies or any of its officers, directors, agents or employees be liable to the Customer or any other party for any lost revenues, lost profits, lost or damaged data, loss of business, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), wilful misconduct or any other legal theory, even if Sepal Technologies has been advised of the possibility of such damages, that may arise under this Agreement or otherwise.

7.4.3. Except as specifically set forth in this agreement, Sepal Technologies (and its officers', directors', agents' and employees') total liability relating to this Agreement shall not exceed such amount of Fees actually paid by the Customer to Sepal Technologies within the previous twelve (12) month period.

8. Term and Termination

8.1. This Agreement shall be in effect for a period of 12 months commencing on **1 April 2010**, to which this Agreement is attached (the "**Initial Period**"). This Agreement shall automatically be extended for successive additional periods of twelve (12) months each (the "**Additional Periods**" and together with the Initial Period, the "**Term**"), beginning the day after the last day of the Initial Period and thereafter of the then current Additional Period.

8.2. Each Party may terminate this Agreement, with or without cause, by providing the other Party with **a sixty (60) days** prior written notice.

8.3. Notwithstanding Section 8.2 above, in the event of a default in payment by the Customer that is not cured within 10 days after the receipt of a written notice from Sepal Technologies, then Sepal Technologies, at its sole discretion, may immediately terminate this Agreement and stop the License and the Software Services without further notice to the Customer.

8.4. Upon termination of this Agreement:

8.4.1. The License granted under this Agreement shall terminate, the Customer shall immediately discontinue all use of the Software and Sepal Technologies shall cease to provide the Customer with the Software Services.

8.4.2. Without derogating from any other right of Sepal Technologies under applicable law, all amounts which have become due and payable under this Agreement through the date of such termination will immediately be paid to Sepal Technologies.

8.5. If this Agreement is terminated during any Additional Period, all amounts which

would have become due and payable under this Agreement had it continued in effect until the expiration of the Term shall immediately become due and payable.

- 8.6. SEPAL TECHNOLOGIES SHALL NOT BE LIABLE TO THE CUSTOMER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS SECTION 8. THE CUSTOMER WAIVES ANY RIGHT WHICH IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

9. Miscellaneous

9.1. Entire Agreement

This Agreement together with Sepal Technologies proposal, to which it is attached, contains the entire agreement between the Parties with respect to the subject matter hereof

9.2. Successors and Assigns

The Customer shall not assign any of its rights or obligations hereunder to any other entity, without Sepal Technologies prior written consent.

9.3. Waivers and Amendments

Failure of either Party to enforce at any time, or from time to time, any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision. This Agreement may be modified only by a writing signed by the Parties.

9.4. Notices

Notices to be given by one Party to another shall be deemed properly given if reduced to writing and transmitted to the Party's address as set forth in the preamble of this Agreement, by regular mail or certified registered mail – all to be effective four (4) days after their sending date; or by facsimile with conformation receipt – to be effective at the first business day following the date of transmission; or by messenger with confirmation receipt to be effective at the date of the confirmation receipt.

9.5. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of England, and each party hereby submits to the non-exclusive jurisdiction of the English Courts, with respect to any and all disputed arising from this Agreement.

Exhibit B – Service Level Agreement (SLA)

1. Sepal Technologies undertakes to maintain the video management and broadcasting systems that are stored on the main site, as well as the remote servers which are hosted with different Internet service providers ("ISPs"). The maintenance services include all necessary maintenance operations and/or all required repairs that are needed to ensure that the broadcasting service operates properly and at a high standard. Sepal Technologies is committed to providing professional and thorough service.
2. In the event that Sepal Technologies will upgrade its systems, an action that might disrupt the proper operation of the video broadcasting systems, Sepal Technologies shall provide the Customer with a two business days prior written notice to such upgrade. Sepal Technologies shall make its best efforts in order to perform the upgrade at off-peak hours and in the shortest possible time.

Sepal Technologies undertakes to fully repair any error and/or defect and/or problem in the video broadcasting systems and to retrieve and/or fix any problem or damage caused to the video broadcasting systems that results from the Customer's ordinary and proper use of the system, in the shortest possible time from the time Sepal Technologies became aware of the problem.

3. The Customer hereby acknowledges that Sepal Technologies hosts its servers with several leading ISPs and uses the services of several leading worldwide CDN companies, and therefore this SLA is subject to the SLA provided to Sepal Technologies by each one of these vendors.
4. In order to carry out all its obligations under this Service Level Agreement, Sepal Technologies will operate an online support centre, the details of which are as follows email: mms@sepaltech.com
5. In addition, Sepal Technologies shall provide a support service during the working week, to which the Customer will be able to apply in the event of a Problem. The current contact number for such support service is +44 (0) 871 288 4343, however this number may change from time to time.
6. It is hereby clarified that in no event shall Sepal Technologies or any of its officers, directors, agents, or employees have any liability for loss of profits, income, or data, incidental, consequential, or indirect damages arising from this Service Level Agreement or for any loss or damage relating to the use or inability to use the product.