

Medialon Premium Service Plan Contract

Premium Registration Number: XXXX

This "Medialon Premium Service Plan Contract" is concluded on this day of (day, month and year),

BY AND BETWEEN

Medialon

Address : 101 rue Pierre Séward, F 92324 Châtillon, France
Called hereinafter as "**Medialon**"

AND

XXXXXXXX

Address : xxxxx, ZIP City, Country
Called hereinafter as "**the Customer**"

Both hereinafter called the "Parties".

In accordance with which Medialon will provide to the Customer a set of services under the terms and conditions described hereafter (the Service Plan).

1 Coverage

For the period of (date) until (date).

For the Covered Product:

Medialon Manager Pro Software license Serial Number: XXXX and related Medialon MxMs plug-ins;

Medialon will provide the Customer with:

- Priority access to telephone and electronic mail technical support and will cover defects in workmanship under normal use.
- Free major up-grades of the Covered Product, as soon as they are published.
- Free Project design assistance
- Priority and Free access to training on the Covered Product.

2 Technical Support provided

Medialon will provide the Customer with telephone and electronic mail technical support for the Covered Product, and related software upgrades released by Medialon. This support includes assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages.

The Technical Support does not cover:

- a. Issues that could be resolved by upgrading the software to the current version, if the Customer choose not to upgrade;

- b. Customer's use and modification of the Covered products including its plug-in software in a manner for which it is not intended to be used or modified;
- c. Third-party products or their effects on the Covered products;
- d. Medialon software other than the software originally configured on the Covered products and upgrades;
- e. Software designated as "beta", "pre-release", or "preview" or similarly labelled software;
- f. On site assistance.

3 Obtaining Technical Support Under This Contract

The Customer may obtain telephone and electronic mail technical support by calling a given phone number or sending electronic mail.

The Customer must be in front of the PC running the software, and have sufficient knowledge PC technology and must have followed a training session about the Covered Product.

Medialon may require the Customer to electronically send the project file ran by the Covered Product for further expertise (ie: Medialon Manager Project File).

Medialon may use webinar technology to forward on the Customer's screen, the support engineer's screen in order to demonstrate live programming. In this case the Customer must be connected to internet. Medialon uses regular webinar product and services from third party company. The Customer agrees security limitation that might be generated by the uses of this webinar service.

Information about Medialon's hours of service and expected response times for telephone and electronic mail technical support, phone number and mail address for the Customer's area are available at Medialon website, www.medialon.com, home page, "To Premium Zone" link (restricted access, the Premium Service web site)

4 Obtaining Free Major Up-Grades

By subscribing to the Premium Service, the Customer must provide a valid email address to which free up-grades for the Covered products will be sent. Software upgrades are both the software itself to be downloaded from location provided in the Up-grades email and as an executable software to upgrade the software key. Major Upgrades are valid for one and only one software licence.

5 Obtaining free and priority access to training

To obtain free and priority access to training, the Customer must subscribe to a regular training on Medialon's web site and mention the Premium registration number listed on this contract. Free and priority access to training is limited to the number of available place at the date of the Customer's subscription. Medialon reserve the right to cancel a training session. In this case, another date will be proposed for the next training session.

6 Obtaining Free Project Design assistance

To obtain Free "project design assistance", the Customer must mention the Premium registration number listed on this contract when requesting assistance using one of the three following methods.

Send electronic mail to support@medialon.com, call the phone number or fill in the webform at www.medialon.com/support/premium.htm (The Premium Service web site).

The Customer shall provide a short description of the project, list of equipment to be controlled and functionalities requested. Medialon will return within 5 opening days block diagram, confirm feasibility, and list of necessary Mxms.

7 Customer's Responsibilities

To continue to receive service under the Premium Service, the Customer agrees to the following responsibilities:

- a. The Customer agrees to follow Medialon's instructions and to follow any troubleshooting procedure requested.
- b. The Customer agrees to back up all data on the Covered products prior to service. Medialon will not be responsible for loss of or damage to data while performing services under the Premium Service.
- c. In providing service under the Premium Service, Medialon may need to give service instructions related to hardware or software not supplied by Medialon. Some warranties for third-party products may become void in this case. It is the Customer's responsibility to review the terms of those warranties and ensure that Medialon's instructions under the Premium Service will not affect the warranties, or, if it does, the effect will be acceptable to the Customer.
- d. The Customer agrees that any information or data disclosed to Medialon is not confidential or proprietary to the Customer or any third party.

8 Limitation of Liability

MEDIALON'S LIABILITY UNDER THIS PREMIUM SERVICE IS LIMITED TO THE AMOUNT PAID FOR THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEDIALON IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA. Medialon specifically does not warrant that it will be able to (i) repair or replace Covered products without risk to or loss of programs or data, and (ii) maintain the confidentiality of data.

9 Duration

This contract is concluded for a period of 12 months. Except cancellation by one or the other parties, 2 months prior to the end date by letter with acknowledgement of receipt, it is agreed that the contract will be renewed for another period of 12 months.

10 Transfer of Contract

This contract cannot be transferred to a new owner of the Covered products.

11 Other Provisions

- a. Medialon reserves the right to change or modify any terms and conditions of the Premium Service at any time and from time to time at its sole discretion, and to determine whether and when any such changes apply to both existing and future customers. If the Customer does not agree with new conditions, he shall refuse by sending a letter to Medialon. In this case the Customer will receive a pro-rata refund for the Plans unexpired term.
- b. Medialon may subcontract or assign performance of its contract obligations to third parties.
- c. The terms and conditions of this contract prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute the Customer and Medialon's entire understanding with respect to the Premium Service.
- d. Medialon is not obligated to renew this Premium Service, if Medialon does offer a renewal, it will determine the price and terms.
- e. This is not a warranty. The Covered products may come with a limited warranty from Medialon. Please review the terms of the warranty to identify the rights and remedies contained therein. Medialon shall not be liable for interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof caused or occasioned by, or due to fire, flood, water, earthquake, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond Medialon's reasonable control. If such an event continues for a period exceeding 30 days, unless local law provides otherwise, Medialon shall have the right to terminate this Agreement with immediate effect and the Customer will receive a pro-rata refund for the Plans unexpired term.
- f. The laws of France govern this contract. In case of difficulties in the interpretation or the application of the clauses of this contract, the Customer and Medialon will be able to refer to an arbitration and, to do so, to designate a referee by mutual agreement. In case of failure of agreement between the Parties, the case will be expressly judged by the Tribunal de Commerce of Nanterre, for all that relates to the application, the interpretation and the execution of this contract, even in case of plurality of defendant.
- g. The parties hereto confirm that they have requested that this contract and all related documents be drafted in English. Support shall be provided in English or in French.

For Medialon
Signature
Title

For XXXXX
Signature
Title