Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. DOWNLOADING, INSTALLING, OR USING THE SOFTWARE CONSTITUTES ACCEPTANCE OF THE AGREEMENT, AND YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

SUPPLEMENTAL LICENSE AGREEMENT
SUPPLEMENTAL LICENSE AND SERVICES AGREEMENT FOR CISCO SYSTEMS' VIDEOSCAPE MEDIA MANAGED SERVICES ("VMS SERVICES") AND VIDEOSCAPE MEDIA SUITE SOFTWARE ("VMS SOFTWARE").

IMPORTANT-READ CAREFULLY: THIS SUPPLEMENTAL LICENSE AND SERVICES AGREEMENT ("SLSA") CONTAINS ADDITIONAL LIMITATIONS RELATING TO THE VMS SERVICES AND VMS SOFTWARE PROVIDED TO CUSTOMER UNDER THE END USER LICENSE AGREEMENT ("EULA") BETWEEN CUSTOMER AND CISCO. CAPITALIZED TERMS USED IN THIS SLSA AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASSIGNED IN THE EULA. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS SLSA AND THE EULA OR ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THE VMS SERVICES OR VMS SOFTWARE, THE TERMS AND CONDITIONS IN THIS SLSA SHALL TAKE PRECEDENCE.

CUSTOMER'S RIGHT TO USE THE VMS SERVICES IS LIMITED SOLELY TO THOSE SKU COMPONENTS OF THE VMS SERVICES PURCHASED BY CUSTOMER PURSUANT TO A VALID PURCHASE ORDER. CUSTOMER MAY USE THE VMS SERVICES ONLY DURING THE PERIOD FOR WHICH SERVICES WERE PURCHASED BY CUSTOMER UNDER THE APPLICABLE SKU PURSUANT TO A VALID PURCHASE ORDER. ALL OTHER USES ARE STRICTLY PROHIBITED.
WITH RESPECT TO ANY THIRD PARTY SOFTWARE PROVIDED BY CISCO FOR USE WITH THE VMS SERVICES AND VMS SOFTWARE, SUCH THIRD PARTY SOFTWARE MAY NOT BE ORDERED OR OTHERWISE UTILIZED ON A STAND ALONE BASIS OR OUTSIDE OF THE VMS SERVICES.

CUSTOMER'S USE OF THIRD PARTY SOFTWARE WILL BE SUBJECT TO A SEPARATE LICENSE BETWEEN CUSTOMER AND SUCH THIRD PARTY, EXCEPT, IF CISCO PROVIDES ANY SUCH THIRD PARTY SOFTWARE AND ANY ADDITIONAL TERMS OR RESTRICTIONS RELATING TO SUCH THIRD PARTY SOFTWARE, CUSTOMER'S USE OF SUCH THIRD PARTY SOFTWARE WILL BE SUBJECT TO SUCH ADDITIONAL TERMS AND RESTRICTIONS.

BY INSTALLING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE VMS SERVICES AND VMS SOFTWARE, CUSTOMER AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS. IF CUSTOMER

DOES NOT AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS, CUSTOMER MAY NOT INSTALL, DOWNLOAD, OR OTHERWISE USE THE VMS SERVICES OR VMS SOFTWARE.

LICENSE; ADDITIONAL RESTRICTIONS

License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to Customer a limited, nonexclusive, non transferable, worldwide license to access and use the VMS Services and the Documentation to provide the Network Services its customers, subject to the User Capacity, Transaction Capacity or Title Capacity (collectively, "Capacity") limitations set forth in the Purchase Order. The foregoing license does not transfer or convey to Customer or any third party any right, title or interest in or to VMS Services, the VMS Software or Documentation or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of the Agreement.

Restricted Use. Customer may install and use the VMS Software only within the Territory specified in the Agreement solely for the purpose of utilizing the VMS Services. Customer is purchasing the rights to access and use the then current Major Release of the VMS Software and its associated Minor Releases; Customer's license specifically excludes any subsequent Major Releases of the VMS Software. No other updates, upgrades, or other VMS Software releases are licensed by Cisco to Customer hereunder.
Major Release means a release of VMS Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the VMS Software version number [(x).x.x]. Cisco does not warrant Major Releases will be compatible with prior software releases.

Minor Release means an incremental release of VMS Software that provides maintenance fixes and additional VMS Software functions. Cisco designates Minor releases as a change in the tenths digit of the VMS Software version number [x.(x).x].

CUSTOMER RESPONSIBILITIES

(a)   In performing the VMS Services, Cisco may instruct the Customer to perform certain tasks or checks relating to Customer's network. Customer will, at its expense, perform all such checks and tests. Customer will also provide Cisco, or its authorized representative, reasonable access, at no cost to Cisco, to Customer's networking equipment in connection with the VMS Services. Customer shall not be required to furnish specialized equipment or know how. Customer will pay Cisco, at Cisco's then current rates, plus any reasonable actual out of pocket expenses, for any rework or additional work resulting from modification of the VMS Services requested by Customer (and accepted by Cisco) or any act or omission of Customer, including providing inaccurate information to Cisco. Cisco shall seek Customer's approval in advance of incurring such costs if it knows costs will be incurred as a result of such act or omission of Customer.

(b)   Customer is responsible for obtaining all approvals required by any third parties in order for Cisco to perform any VMS Service under this Agreement. Cisco will not be responsible or otherwise liable for any failure to perform the VMS Services to the extent caused by Customer's failure to obtain such third party approvals or any third party otherwise prevents Cisco from performing the VMS Services.

(c)   Customer will not resell the VMS Software or VMS Services or create or offer derivative versions of the VMS Software or VMS Services, either directly or indirectly through a third party.

Customer will be responsible for its compliance with all privacy, data control or use laws and regulations relating to its use of the VMS Services, including without limitation any data contained in any reports provided by Cisco hereunder. Customer acknowledges the potential privacy and other issues associated with the collection and use of such data. Customer warrants and covenants that it will comply with all laws (including, without limitation, copyright laws, privacy laws and import and export laws) applicable to Customer or its use of the VMS Services. In addition, Customer is responsible for obtaining any permits or approvals relating to its use of the VMS Services, including without limitation any permits or approvals relating to transactions requiring its customer's credit card information or other personally identifiable information.

(d)   Customer will not use the VMS Services to send spam, viruses or malware.

(e)   Customer understands the VMS Services are hosted by Cisco via a network utilized by Customer and other Cisco customers;

(f)   Customer will not intentionally or unintentionally access data not owned by Customer or otherwise related to Customer's use of the VMS Services, or log into, or attempt to log into, a server or account which Customer is not authorized to access.

(g)	Customer will not attempt to probe, scan or test the vulnerability of a system or breach security or authentication measures without proper authorization.

(h)	Customer will be responsible for handling all communication, technical support to and business relations with its customers, including without limitation responding to inquiries and technical questions.

(i)	Customer will be responsible for determining whether or not any reported defects or issues may be replicated and that they are isolated to the VMS Services or VMS Software. If a defect or other issue is reported to Cisco and the defect or issue is determined to be with the Customer supplied software or Customer environment or networks or third party equipment or networks contracted for by Customer, then Cisco may invoice Customer, at Cisco's then current rates, for the work performed by Cisco isolating the defect or issue.

(j)	Customer is responsible for any catastrophic security events that result from any unauthorized configuration of the VMS Service components by Customer's personnel.
The failure of Customer to comply with Customer's responsibilities set forth above may be deemed a material breach of the EULA and this SLSA. Cisco reserves the right to suspend or terminate access to the VMS Services upon notice of a violation of such responsibilities.

Customer Warranties. Customer represents, warrants and covenants that (i) it shall only use the VMS Services and VMS Software to provide VMS Services to its End Users only as permitted by any Capacity limitations set forth in the Purchase Order. If Customer wishes to utilize the VMS Software beyond the Capacity set forth in the Purchase Order, Customer shall be obligated to place a Purchase Order with Cisco to procure such additional required Capacity as soon as is reasonably practical.

Content. Customer is and shall be solely responsible for the creation, renewal, updating, deletion, editorial content, control and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects, including any third party content or materials, originating or transmitted from any location owned or operated by Customer, and/or uploaded or routed to, passed through and/or stored on or within the VMS Services, or otherwise provided to Cisco in any medium or transmitted or routed using the VMS Services ("Customer Content"). Customer owns all right, title, and interest in the Customer Content, or possesses or shall possess all legally valid rights in the Customer Content necessary for the uses of the Customer Content contemplated herein. Customer shall not transmit or route to Cisco or the VMS Services, or otherwise direct via the VMS Services, any Customer Content that (a) infringes any copyright, trade secret, or other intellectual property right, (b) contains libelous, defamatory, or obscene material under any applicable law, or (c) otherwise violates any laws or regulations relating to content or content distribution. Customer shall be responsible for utilizing VMS Services in accordance with the Documentation.

If Customer has actual knowledge that any Customer Content infringes the intellectual property or other rights of a third party or violates any applicable laws or regulations (including, without limitation, laws and regulations relating to indecency or obscenity), Customer shall remove such Customer Content from Customer's origin server. Customer shall be solely responsible for maintaining the availability of its networks, web site(s) and any other medium for the delivery of online video services, and all Customer Content, IP addresses, domain names, hyperlinks, databases, applications and other resources as necessary for Customer to operate and maintain its services to meet Customer s business purposes and objectives. During the Term, Customer grants to Cisco a limited, non exclusive license to use the Customer Content solely for all reasonable and necessary purposes contemplated herein and for Cisco to perform the VMS Services as contemplated hereunder.

Indemnities by Customer. Customer shall defend, indemnify, and hold Cisco harmless from and against any suit, proceeding, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims by any third party against Cisco and its Affiliates, licensors, suppliers, subcontractors, officers, directors, employees and agents arising from or connected with any Customer Content and any other materials provided by Customer to Cisco, Customer's services (including without limitation any activities or aspects thereof or commerce conducted thereon), Customer's misuse of the VMS Services or VMS Software, unauthorized modification of the VMS Services or VMS Software, or unauthorized combination of the VMS Services or VMS Software with any hardware, software, products, data or other materials not specified or provided by Cisco.

Additionally, in the case where at no material fault of Cisco, the VMS Services or VMS Software, a third party software component, including but not limited to, WMDRM Server or Windows Media Player ("WMP") or Microsoft PlayReady creates a digital rights management (DRM) security breach due to a failure or hacking of such component, Cisco shall notify Customer as soon as is practical after receiving a confirmed notice from the provider of such components or discovering such a DRM security breach itself. If, after receiving such DRM

breach notice, Customer continues to allow its content to be accessed with any software or services operated in

conjunction with the VMS Services or VMS Software during the period where there is no fix for such DRM security breach, or Customer decides not to implement such fix (which may require restricting End

Users to using certain versions of third party applications), then Customer acknowledges and agrees Cisco will not have any liability to Customer for any costs, damages or legal fees related to a DRM security breach.

Customer shall defend, indemnify, and hold Cisco harmless from and against any suit, proceeding, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims by any third party against Cisco and its Affiliates, licensors, suppliers, subcontractors, officers, directors, employees and agents arising from or connected with or related to such DRM security breach.

Open Source Software. The VMS Software includes certain open source software. Despite anything to the contrary in the EULA or this supplement, the open source software is governed by the terms and conditions of the applicable open source license. The open source software, the applicable open source licenses and other open source notices may be identified in the Documentation, the VMS Software GUI or in a README file accompanying the VMS Software. Customer agrees to comply with all such licenses and other notices.

Neither this SLSA nor any rights or obligations under this SLSA shall be assigned by a party without the other's prior written consent, which will not be unreasonably withheld or delayed. Any attempted assignment shall be void and of no effect.

Notwithstanding the foregoing, Cisco may assign this SLSA and any right or obligation under it without Customer s approval, to any affiliate of Cisco.

ADDITIONAL SERVICES
During the period Customer has purchased VMS Services, Cisco's Software Application Support (SAS) service obligations are set forth at the following URL: http://www.cisco.com/legal/Cisco_SAS SASU.pdf. Customer is not eligible to receive Software Application Support Plus Upgrades (SASU) services, if any, included on such URL.

Professional Services relating to the VMS Services or VMS Software purchased by Customer pursuant to a Purchase Order will be set forth in a separate document to be mutually agreed by the parties.