

SOFTWARE LICENSE AGREEMENT



431C Hayden Station Road
Windsor, CT 06095
Main Number: 860-206-9163

(Customer Name) ("Customer")

(Address)

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is entered into between Media Links Inc. ("Media Links") and Customer and sets forth the terms and conditions under which Media Links grants Customer a license to use certain software products as specifically identified in one or more separately executed Quotation(s), Purchase Agreement or Purchase Order(s) ("Ordering Document(s)") The effective date of this Agreement and any Exhibits will be the date of execution of this Agreement by Media Links.

MEDIA LINKS INC.

By:
Name:
Title:
Date:

CUSTOMER

By:
Name:
Title:
Date:

1. SOFTWARE LICENSE GRANT

1.1 Media Links grants to Customer a perpetual, nonexclusive, nontransferable, limited license without the right of sublicense to use the software product ordered on and for the terms specified in an Ordering Document (the "Product") in accordance with the applicable documentation provided with the Product or made available by Media Links ("Documentation").

1.2 Media Links hereby advises the Customer and Customer acknowledges that the Product, including the Documentation, is protected, among other ways, by federal copyright law and international treaties. Customer will not copy the Product except (i) as necessary to read the Product from the media into the memory of a computer solely for the purpose of executing it on a single machine (whether a stand-alone computer or a workstation of a multi-terminal system) or (ii) to create an archival copy.

1.3 Customer may not make any attempt to unlock or bypass any initialization system or system designed to control use, or encryption techniques utilized by the Product. Customer may not copy, modify, reverse engineer, decompile, disassemble or create derivative works based on the Product or Documentation or install or use the Product in such manner as to enable the use of unlicensed Media Links Products.

1.4 Customer may also install client versions of client-server Product(s) licensed by Customer hereunder at its own customers' ("End User") facilities and permit such End User to use the Product(s) solely to perform its function as an integral part of, and together with, services provided by Customer.

Neither Customer nor End User shall (i) disassemble, decompile, or reverse engineer, reverse compile or modify the object code of the Media

Links Product, or otherwise attempt to learn the source code, except as expressly permitted by local law, (ii) distribute or transfer the Media Links Product to any party, or (iii) copy or duplicate the Product for use as additional, unlicensed instances of Product. Customer shall use best efforts to enforce the terms of this Agreement pertaining to Media Links and the Product and Customer against and, shall be fully liable and responsible to Media Links for, any breach by the End User.

2. PAYMENT

Unless specified otherwise in the Ordering Document, all fees (as provided below) are due and payable within thirty (30) days from the date of Media Links' applicable invoice. All amounts are in U.S. Dollars. The fees identified on the Exhibits are exclusive of taxes or duties. Customer agrees to pay any and all taxes and duties that may be imposed by any taxing authority in connection with the Agreement, excluding taxes based on Media Links' income or franchise taxes. Past due amounts are subject to a late charge equal to the lesser of 1-1/2% per month or the maximum amount allowed by law.

3. CONFIDENTIALITY

3.1 Each party will use the same or greater efforts than it would use to safeguard its own Proprietary Information to protect the confidentiality or Proprietary Information of the other party. For purposes of this Agreement, "Proprietary Information" will include the Product (as Proprietary Information of Media Links) and any and all trade secrets or confidential or proprietary information designated as such orally or in writing by the disclosing party at the time of disclosure. Each party agrees to receive and hold in confidence and not disclose to third parties, except as explicitly allowed hereunder, the Proprietary Information of the other party. Each party may disclose Proprietary Information to employees and to consultants under contract with the receiving party, who need to know such information, provided all such employees and consultants are bound in writing by confidentiality terms no less restrictive than those of this Agreement.

3.2 Each party agrees that any breach by it of Section will cause the other party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the disclosing party will have the right to seek specific performance and other injunctive and equitable relief. The receiving party agrees to immediately notify the disclosing party of any such unauthorized disclosure once the receiving party becomes aware of such disclosure.

3.3 The confidentiality obligations of this section will not apply to information that (i) is or becomes part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party's lawful possession prior to the disclosure, (iii) is lawfully obtained from a third party without restriction on disclosure or (iv) is independently developed by the receiving party without use of the other party's Proprietary Information.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon written notice, provided the basis for such termination is a material failure by the other party to perform its obligations hereunder and such failure is not corrected within thirty (30) days from the date such notice is received. This Agreement may also be terminated for convenience by either party upon written notice if there is no Ordering Document in effect at the time of termination. Media Links will be entitled to payment with respect to fees earned and any other termination related charges as set forth in an Exhibit incurred up to the effective date of the termination.

4.2 Upon termination, unless the Customer has a perpetual license to use the Product, Customer will promptly discontinue use of the Product and return all copies of the Product and related materials in its possession or control to Media Links or certify to their destruction.

4.3 The provisions of Sections 1 (in the event of a perpetual license), 3, 4, 6, 7, 8, 10 and 11 will survive expiration or termination.

5. SUPPORT

5.1 Provided Customer is in compliance with this Agreement and the applicable Ordering Document, and has purchased annual support services as specified in the Ordering Document, Customer will be entitled to receive Upgrades and standard customer support during the applicable customer support term as specified on the applicable Ordering Document and in accordance with Media Links' customer support practices. "Upgrades" include releases, modifications, refinements and updates to, and new versions of, the Product provided to Media Links' general client base at no additional charge, but does not include Product marketed by Media Links as a separate product or as a module for which additional fees are generally charged. Customer may order additional support and other services under this Agreement.

5.2 Customer acknowledges and agrees that (i) failure to implement all corrections or Upgrades supplied by Media Links or (ii) any attempts by Customer to alter any Product without Media Links' written direction or consent, will be at Customer's sole risk and may render the Product unusable or nonconforming to the applicable Documentation. In no event will Media Links have any obligation to support or maintain any altered Product or any Product for which Upgrades have not been applied within a reasonable period of time after their release by Media Links. Media Links will not be responsible or liable for warranty or infringement claims, Product errors or any nonconformance with the applicable Documentation if such claims arise out of or are related to (i) any alteration made by Customer; (ii) Customer's failure to implement any Upgrades within a reasonable period of time after their release by Media Links or (iii) the use or combination of the Product with other items not provided by Media Links or specifically intended by Media Links for such use or combination.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

If at any time within the period ending ninety (90) days from the start of the license term specified in the applicable Ordering Document, the Product delivered thereunder substantially fails to perform the functions described in the applicable Documentation, Customer will promptly notify Media Links in writing of such alleged nonconformance. Media Links will, at its own cost and expense and within thirty (30) days of receipt of such written notification, correct such deficiency. Should Media Links fail to correct such deficiency, Customer may, as its sole remedy, upon giving Media Links written notice within five (5) days of such failure, terminate the license to the affected Product, return such Product and receive a refund of all license fees paid by Customer for such Product pursuant to the applicable Ordering Document during the 90-day warranty period and any ensuing period during which Media Links is attempting to address the deficiency. Media Links makes no warranty that any Product will operate uninterrupted or be error-free. EXCEPT FOR THE EXPRESS WARRANTY IN THIS SECTION, MEDIA LINKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNIFICATION

7.1 Media Links shall indemnify, defend and hold Customer harmless from any action brought against Customer by a third party (a "Claim") that is based on a claim that the Product, when used within the scope of this Agreement, infringes or misappropriates a patent, copyright, trademark or

trade secret. Should any Product become, or in Media Links' opinion is likely to become, the subject of a claim of infringement, Media Links may at its option (i) procure for Customer the right to continue using the Product, or (ii) replace or modify the Product to make it non-infringing, or (iii) terminate the license for the affected Product. Upon termination of the license, as Media Links' sole liability and Customer's sole remedy, Media Links will refund to Customer for any term license all pre-paid and unused fees for any term licenses or if the license purchased is a perpetual license, all license fees paid by Customer for the terminated license less an amount equal to one sixtieth of such license fees for each month or portion thereof that has elapsed since the start of the license term of the applicable license. The foregoing states the entire liability of Media Links with respect to any claim of infringement.

7.2 Customer shall indemnify, defend and hold Media Links harmless from any Claim pertaining to or arising from the use of the Product(s) in a manner outside the use anticipated by the product Documentation or the scope of this Agreement.

7.3 The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

8. LIMITATION OF LIABILITY

NOTWITHSTANDING THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 HEREIN OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3 HEREIN, MEDIA LINKS, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (INCLUDING SUCCESSORS AND ASSIGNS) WILL IN NO EVENT BE LIABLE HEREUNDER FOR DAMAGES WHICH EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER IN THE PREVIOUS 12 MONTHS PURSUANT TO THE APPLICABLE EXHIBIT FOR THE SOFTWARE WHICH GAVE RISE TO SUCH DAMAGES. EXCEPT FOR VIOLATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3 HEREIN, IN NO EVENT WILL EITHER PARTY ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (INCLUDING SUCCESSORS AND ASSIGNS) OR ANY LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION OR CLAIM MAY BE INSTITUTED MORE THAN 12 MONTHS AFTER THE EVENT GIVING RISE TO SUCH CLAIM.

9. PRODUCT EVALUATION

Notwithstanding anything herein to the contrary, if the Product is provided to Customer for evaluation purposes, the following terms and conditions in this Section 9 shall apply. Media Links grants to Customer a nonexclusive, temporary, royalty-free, non-assignable license to use the Product solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Product or (ii) sixty (60) days from the date of Customer's initial installation of the Product, if no such evaluation period is pre-determined in the Product ("Evaluation Period"). The Product may not be transferred and is provided "AS IS" without warranty of any kind. Customer is solely responsible to take appropriate measures to back up Customer's system and take other measures to prevent any loss of files or data. The Product may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Product Evaluation Period, Customer will cease use of the Product and destroy all copies of the Product. All other terms and conditions of this License Agreement shall otherwise apply to Customer's evaluation of the Product as permitted herein.

10. THIRD PARTY SOFTWARE

Customer acknowledges that the Product may contain or be accompanied by certain third party software products ("Third-Party Products"). These Third Party Products, if any, are identified in, and subject to, special license notices, terms and/or conditions as set forth in the Ordering Document, the Third Party Product packaging and/or in notices accompanying the Product ("Third-Party Notices"). The Third-Party Notices may include important licensing and warranty information and disclaimers. In the event of conflict between the Third-Party Notices and the other portions of this Agreement, the Third-Party Notices will take

precedence (but solely with respect to the Third-Party Products to which the Third-Party Notices relate).

11. GENERAL

The relationship of Media Links to Customer will be that of an independent contractor and neither this Agreement nor the services to be rendered hereunder will for any purpose whatsoever (i) create an employer-employee relationship between Media Links or its employees or subcontractors and Customer, or (ii) make Media Links an agent of Customer. In the event of a conflict between an Exhibit and this Agreement, the terms and conditions of this Agreement will govern. Neither party may assign, delegate, sublicense or otherwise transfer its rights or obligations under this Agreement without the other party's prior written consent, except that no consent shall be required for an assignment of this Agreement by either party pursuant to a change of control or a merger or sale of substantially all of a party's assets or outstanding stock. A waiver of any breach(es) will not constitute a waiver of any future breach(es) of a similar or different nature. If any provision of this Agreement is deemed illegal or unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The headings used in this Agreement are for convenience only and will not create any rights or obligations or affect the meaning or interpretation of this Agreement. This Agreement and all matters arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the state of Connecticut, U.S.A., excluding all choice of law provisions. The United Nations Convention on Contracts for International Sale of Goods is specifically excluded. Customer acknowledges that the Product and/or Work may be subject to export controls under applicable export control regulations, including without limitation, the U.S. Export Administration Regulations, and agrees to comply with any such regulations. This Agreement supersedes all other agreements, proposals, representations and other understandings regarding the Product and the Work, whether oral or written. The terms

and conditions of any purchase order or other instrument issued by Customer or its agent in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement are null and void and will not be binding on Media Links. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the party set forth at the beginning of this Agreement. Either party may change its address by giving written notice of such change to the other party. Alterations or modifications of this Agreement will be valid only if made in a writing signed by both parties authorized signatories. Except as otherwise provided herein, if the performance of any obligation hereunder (other than the making of payments hereunder) is prevented, restricted or interfered with by reason of any event, act or condition beyond the reasonable control of the affected party, the party so affected, upon written notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference. Media Links and Customer hereby acknowledge and agree that any provisions of any state law adopting exactly or in modified form the Uniform Computer Information Transactions Act ("UCITA") will not be applicable to this Agreement. Furthermore, both Media Links and Customer waive any and all rights arising from any such law.

This Agreement may be executed in counterparts and delivered by facsimile, each of which when so executed and delivered (including delivery by facsimile) shall be deemed an original, and all of which together shall constitute one and the same agreement.