END USER LICENCE AGREEMENT - EULA-19-5

These End User Licence Terms (these "**Terms**") govern the terms on which we, Object Matrix Limited, a company incorporated in England and Wales whose registered company number is 04933751 and whose registered office is at Capital Tower, Greyfriars Road, Cardiff, CF10 3AG (the "**Developer**") grant a licence to you (the "**Customer**") to use our software and services. These Terms constitute our contract with you for the licensing and use of our software and services (the "**Contract**").

By accepting these Terms or using the Software, you agree to all of the terms set out here. If you do not accept and comply with these Terms you may not use the Software.

TERMS

1.   Definitions and interpretation

1.1   **Definitions**

Associate: means in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that party from time to time;

Commencement Date: means the date on which the Customer first accesses or uses the Software under these Terms;

Confidential Information: means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any Associate, person, firm, or organisation associated with that party. The Customer's Confidential Information includes the Customer Content;

Control: means that a person owns directly or indirectly more than 50% of the shares or securities of the other person representing the right to vote on all or substantially all matters including the election of directors and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

Crucial Update: means any update, upgrade, new release, new version, system patch or similar which is deemed by the Developer, acting in its ultimate discretion, to be crucial for the continued proper, secure and/or error-free operation of the Software and/or the Equipment (as the case may be);

Customer Content: means all content, data, information and other materials inputted by the Customer into the Software or otherwise provided or made available by the Customer to the Supplier pursuant to these Terms;

Documentation: means any documentation to be provided by the Developer to Customer in the performance of these Terms;

Equipment: means:

(a)   computer hardware supplied by the Developer expressly for the purpose of executing the Software thereupon; or

(b)   equipment supplied from another source that has been approved in writing by the Developer for the purpose of executing the Software,

in each case as more fully described in Schedule 1, if applicable;

Force Majeure: means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including without limitation war, strikes, natural disaster or adverse weather conditions;

Good Industry Practice: means the exercise of that degree of professionalism, skill, diligence, prudence, efficiency, timeliness and foresight which would reasonably and ordinarily be expected from a leading supplier engaged in the same type of activity under the same or similar circumstances;

Intellectual Property Rights: means copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, the right to sue for passing off, mask works, utility models, domain names and all similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing;

Licence Fee: means the licence fee set out in the Order or otherwise agreed in writing between parties;

SLA: means the service level agreement entered into by the parties on or around the date of entry into these Terms;

Software and Services: the Software and Services referred to in clause 3.1 below;

Specification: means the specification for the Software set out in Schedule 1; and

VAT: means:

(c)   value added tax as defined in the Value Added Tax Act 1994 and

(d)   any similar tax in any other jurisdiction.

1.2   **Interpretation**

In these Terms, unless the context otherwise requires:

1.2.1   the singular includes the plural and vice versa;

1.2.2   references to subclauses, clauses or Schedules are to subclauses, clauses or Schedules of these Terms;

1.2.3   references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);

1.2.4   unless the context requires otherwise, references to 'parties' are to the Developer and the Customer and references to a 'party' shall be interpreted accordingly;

1.2.5   'including' (or similar words) means including without limitation;

1.2.6   clause headings do not affect their interpretation; and

1.2.7   references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof.

2.   Duration of licence

2.1   Subject to termination in accordance with these Terms (including but not limited to clause 18 hereof) the Customer's right to use the Admin tool, MXFS and DropSpot Software under these Terms shall continue in perpetuity.

2.2   Subject to earlier termination in accordance with these Terms (including but not limited to clause 18 hereof) and subject to Clause 2.3, the Customer's right to use the MatrixStore Vision, move2 [name], InterConnect, Sense, SMB and NFS products under these Terms shall continue until the first (1st) anniversary of the Commencement Date at which time the Contract shall automatically end unless renewed for further periods of one (1) year each on the payment of further Licence Fees in accordance with clause 1.

2.3   Subject to earlier termination in accordance with these Terms (including but not limited to clause 18 hereof) the Customer's right to Software hosted by Object Matrix and supplied as a Service shall continue until the subscription period specified on the related Customer Order ends at which point Object Matrix reserves the right to end the related software service.

3.   Software and Services

3.1   Details of the Developer's software products and services are set out in Schedule 1 to these Terms. Rights granted under these Terms apply only to the specific products to which the Customer's order form, purchase order or sale (as the case may be) (the "**Order**") relate. Such software products and service products are referred to together in these Terms as the "**Software**". Software products not included in the Customer's Order and in respect of which the Customer has not paid the applicable Licence Fee are not included.

3.2   The Software licensed under these Terms shall be deemed to include all related Documentation (in whatever media) supplied with the Software.

3.3   The Software licensed under these Terms shall not include any updates, upgrades, new releases or new versions of the Software unless separately agreed under the terms of the SLA.

3.4   Notwithstanding clause 3.3, if the Developer notifies the Customer that the Software and/or the Equipment (as the case may be) requires a Crucial Update and the Customer fails to allow or implement such Crucial Update within a reasonable time and on reasonable terms then the Developer reserves the right to withdraw support of the Software and/or the Equipment to which the Crucial Update relates and any continued use of the same by the Customer shall be entirely at the Customer's own risk.

4. Grant of licence

4.1 The Developer grants to the Customer a licence to use the Software subject to the following licence conditions:

4.1.1 **Exclusivity**: the licence is non-exclusive;

4.1.2 **Transferability**: the licence is non-transferable and cannot be sublicensed unless specifically agreed in writing by the Developer;

4.1.3 **Equipment**: the Software may only be used on the relevant Equipment; and

4.1.4 **Purpose**: the Software may only be used in accordance with these Terms, including (without limitation) the restrictions on use in clause 5 (Use of Software) below.

5. Use of the Software

5.1 Customer shall not use the Software contrary to any restriction stated in these Terms.

5.2 The Customer's rights to use the Software under these Terms does not permit the Customer to:

5.2.1 host customers (for example in a cloud multi-tenancy solution) without prior agreement of the Developer;

5.2.2 host databases, for example SQL databases, mail servers or other types of usage that require the hosting of databases, since the Software does not support regional file locking and therefore is unsuitable for such purposes;

5.2.3 use any part of the Software or Equipment (including any server on which the Software is hosted) to directly perform editing including but not excluded to media asset editing such as video editing or audio editing and non-media editing such as MicroSoft documents;

5.2.4 use the solution where a guaranteed quality of service is required such as for Media playout;

5.2.5 re-install, distribute, license, sell or otherwise deal in or encumber the Software;

5.2.6 translate, adapt, disassemble, reverse engineer or decompile the Software (or any part of it), nor make any modifications, additions or enhancements to it;

5.2.7 combine, merge or otherwise permit the Software (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it;

5.2.8 copy the Software or Documentation (or any part of these), except for such back-ups as are reasonably necessary, provided that Customer keeps accurate and up-to-date records of such copying containing such information as Developer reasonable requests;

5.2.9 use the Software on behalf of or make it available to any third party or allow or permit a third party to do so.

6. Limits on liability

6.1 Subject to the following subclauses, in no event shall the aggregate liability of either party to the other (whether in contract, tort (including negligence) or otherwise) in respect of any and all claims, losses and damages arising under or in connection with these Terms exceed the total amounts payable under these Terms during the twelve (12) month period immediately preceding the event or circumstance giving rise to such claim, loss or damage.

6.2 Each party's liability to the other in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with these Terms shall not extend to any loss of profits, business opportunity, goodwill, data, anticipated savings or any special, indirect or consequential loss or damage whatsoever.

6.3 The above limits on liability shall not limit either party's financial liability for any indemnities provided by either party under these terms including without limitation the indemnity under clause 9 (Intellectual Property Rights indemnity).

6.4 The parties agree that the limitations on liability in these Terms are reasonable given their respective commercial positions and ability to purchase relevant insurance in respect of risks under these Terms.

6.5 Notwithstanding the above neither party excludes or limits any liability for:

6.5.1 personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a party or its employees; or

6.5.2 fraud or fraudulent misrepresentation; or

6.5.3 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

6.5.4 any other liability to the extent the same cannot be excluded or limited by law.

7. Warranties

7.1 The parties agree that any Software or Documentation supplied under these Terms is supplied 'as is' and shall not be subject to any acceptance testing by the Customer unless agreed otherwise in writing prior to the Commencement Date.

7.2 The Developer warrants and represents to the Customer that:

7.2.1 the Developer has the right, power and authority to contract with the Customer under these Terms and grant to the Customer the rights (if any) contemplated herein and to supply the Software;

7.2.2 for the period of ninety (90) days after the delivery and/or installation of the Software and/or Equipment (as the case may be):

(a) the Software will conform and perform according to the Specification in all material respects, when used on the Equipment and in the manner directed or recommended by Developer in writing; and

(b)   the Documentation will provide users with adequate instructions to enable them to effectively use the Software;

7.2.3   the Software and Documentation and the media on which they are delivered will be free from defects in workmanship and materials, and free from viruses and other malicious code when supplied; and

7.2.4   the Software and Documentation do not infringe the Intellectual Property Rights of any third party; and

7.2.5   it will have in place safeguards in accordance with Good Industry Practice to ensure the logical and physical security of the Customer Content, including ensuring adequate protection against malicious or accidental access, amendment, use or damage during storage and transmission; and

7.2.6   it will promptly notify the Customer of the loss, compromise or any unauthorised access to, or breach of the security of, any Customer Content; and

7.2.7   it will promptly provide such information and assistance as the Customer may reasonably require in respect of these Terms.

7.3   The warranties (and representations) specified in the above clauses are subject to Customer giving notice to the Developer as soon as it is reasonably able upon becoming aware of the breach of warranty (or representation) but in the case of a warranty (or representation) as to conformance and performance according to the Specification, such notice must be given within the warranty period identified above in subclause 7.2.2.

7.4   Upon receipt of such written notification referred to in clause 7.3 the Developer undertakes to use all reasonable endeavours to remedy any fault arising from a breach of subclause 7.2 within ninety (90) days after notification. In the event of breach of subclauses 7.2.2 or 7.2.3, if the Developer rectifies such fault within such time then it will have no other liability of any kind in respect of the fault. Such remedy shall be free of charge to Customer unless the fault is found to have arisen as a result of something other than a breach of subclause 7.2, at which point Customer shall pay all reasonable and demonstrable costs and expenses associated with the fault incurred by Developer.

7.5   The Developer does not warrant or represent that the Software shall be:

7.5.1   uninterrupted or error free; or

7.5.2   compatible with third party software or equipment, other than that described in the Specification.

7.6   All other warranties and representations as to the Software, whether statutory or implied, are hereby expressly excluded to the fullest extent permitted by law.

7.7   Any warranties given by Developer shall be subject to Customer using the Software and Equipment in compliance with these Terms and the Documentation, and Developer shall not be liable under this clause for, or required to remedy, any problem arising from:

7.7.1   Customer's failure to install any update, fix or improvement previously provided to it by the Developer;

7.7.2   any modification made to any part of the Software by anyone other than the Developer without express prior written consent of the Developer; or

7.7.3   any defect or error wholly caused by any equipment or third party software used in connection with the Software, other than that described in the Specification.

8.   Intellectual Property Rights

8.1   Except for the Customer's licence to use the Software as expressly granted by these Terms, the Customer shall not acquire, in any way, any title, rights of ownership or Intellectual Property Rights of whatever nature in the Software or in any copies of it and no Intellectual Property Rights of either party or of any third party (including the Developer) are transferred or licensed as a result of these Terms.

8.2   The Customer acknowledges and understands that the Software contains confidential and proprietary information and it shall not conceal, modify, remove, destroy or alter in any way any proprietary markings of Developer on or in the Software or any related materials and documentation.

8.3   The Developer acknowledges and agrees that, as between the parties, the Customer owns all right, title and interest (including all Intellectual Property Rights) in the Customer Content and the Developer shall not use the Customer Content for any purposes other than in connection with its performance of its obligations under these Terms.

9.   Intellectual Property Rights indemnity

9.1   The Developer shall indemnify and keep indemnified and hold harmless the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with any action, demand or claim that use or possession of the Software, infringes the Intellectual Property Rights of any third party ("**IPR Claim**"), provided that the Developer shall have no such liability if the Customer:

9.1.1   does not notify the Developer in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;

9.1.2   makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Developer (which shall not be unreasonably withheld or delayed);

9.1.3   does not let the Developer at its request and own expense have the conduct of or settle all negotiations and litigation arising from such IPR Claim; or

9.1.4   does not, at the Developer's request and own expense, give the Developer all reasonable assistance in the circumstances described above.

9.2   If any IPR Claim is made or is reasonably likely to be made against the Customer, the Developer shall promptly and at its own expense either:

9.2.1   procure for the Customer the right to continue using and possessing the Software; or

9.2.2   modify or replace the infringing part of the Software, without adversely affecting the functionality of the Software as set out in these Terms, so as to

avoid the infringement or alleged infringement, provided that if, the Developer having used its reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Developer shall (without prejudice to the indemnity in clause 9.1 above) refund the Licence Fees paid by the Customer in respect of the Software. Apart from the indemnity given by the Developer above, this shall be the Customer's sole remedy in respect of the Software infringing the Intellectual Property Rights of any third party.

10. Mitigation

In respect of any indemnity given by either party under these Terms, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

11. Entire agreement

11.1 These Terms (and any documents referred to herein) contain the whole agreement between the parties relating to their subject matter and supersede any prior agreements, representations or understandings between them unless expressly incorporated by reference in these Terms. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in these Terms.

11.2 Nothing in this clause 11 limits or excludes any liability for fraud or fraudulent misrepresentation.

12. Force Majeure

12.1 A party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it promptly notifies the other of the Force Majeure event and its expected duration, and uses reasonable endeavours to minimise the effects of that event.

12.2 If, due to Force Majeure, a party is unable to perform a material obligation, or is delayed in or prevented from performing its obligations for a continuous period of more than ninety (90) days, the other party may, within a further fourteen (14) days terminate the Contract on notice, otherwise the Contract shall continue in full force and effect.

13. Termination

13.1 Either party may, without prejudice to its other rights and remedies, by notice in writing to the other party immediately terminate the Contract:

    13.1.1 in accordance with clause 12.2 (Force Majeure);

    13.1.2 if the other party is in material or persistent breach of any of its obligations under these Terms (other than failure to pay) and, if that breach is capable of remedy, the other has failed to remedy that breach within fourteen (14) days after receiving written notice requiring it to remedy that breach; or

    13.1.3 if the other party has failed to pay any amount due under these Terms on the due date and such amount remains unpaid within thirty (30) days after the other party has received notification that the payment is overdue; or

13.1.4   if the other party:

(a)   stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

(b)   is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

(c)   (if an individual) becomes bankrupt or a bankruptcy order is made against it; or

(d)   becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

(e)   has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

(f)   has a resolution passed for its winding up;

(g)   has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

(h)   is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven (7) days of that procedure being commenced;

(i)   has a freezing order made against it;

(j)   is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

(k)   is subject to any events or circumstances analogous to those in clauses 13.1.4(a) to 13.1.4(j) in any jurisdiction; or

(l)   takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.1.4(a) to 13.1.4(k) including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

13.2   In the event of termination of these Terms for any reason, (a) each party shall within seven (7) days return or destroy (at the other party's option) all the other party's Confidential Information in its possession or under its control and all copies of such information; and (b) the Customer shall have thirty (30) days of such termination to download all Customer Content in the Developer's possession or under its control. In addition, in the event of termination by the Developer pursuant to clauses 13.1.2 or 13.1.3 . In addition, in the event of Customer's breach of these Terms, Customer shall return all copies of the Software and Documentation (and deactivate access codes or keys) and cease all use of the same.

14. Notices

14.1 Notices under these Terms must be in writing and sent to the other party's registered office (or such other applicable address for service agreed by the parties from time to time in writing). Notices may be given, and will be deemed received if correctly addressed:

14.1.1 by first-class post: two (2) days after posting;

14.1.2 by airmail: seven (7) days after posting; and

14.1.3 by hand: on delivery; or

14.1.4 by email: on receipt of a read return mail from the correct address within 24 hours from delivery if no notice of delivery failure is received, save that notices of termination pursuant to clause 13 may not be sent solely by email.

15. Confidential Information

15.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under these Terms.

15.2 The provisions of this clause 15 shall not apply to information which:

15.2.1 is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;

15.2.2 is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;

15.2.3 is independently developed by the recipient, without access to or use of such information; or

15.2.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

15.3 The obligations under this clause 15 shall survive the variation, expiry or termination of the Contract or these Terms for a period of five (5) years thereafter.

16. Dispute Resolution

If there is a dispute between the parties in relation to any matter under these Terms, the parties' respective managers shall meet to try to resolve any such dispute and if they fail to reach agreement within 30 days after one party first sends a written request for a meeting to the other party, the matter in dispute shall be referred to a senior manager of the Customer and the Developer respectively, for them to try to resolve the matter in dispute, and if they fail to reach agreement within a further 30 days after one party's senior manager first sends a written request for a meeting to the other party's senior manager, the provisions of clause 17 (Governing Law and jurisdiction) shall apply.

17.   General

17.1   Time of delivery of the Software is not of the essence under these Terms but the Developer shall use its reasonable endeavours to deliver the Software within any timescales agreed by the parties.

17.2   Provisions of these Terms which by their terms or intent are to survive termination of the Contract will do so.

17.3   The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

17.4   Save for any rights of the Developer that exist pursuant to the Software Reseller Agreement, for the purposes of the Contracts (Rights of Third Parties) Act 1999 these Terms are not intended to and do not give any person who is not a party to the Contract any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

17.5   No party may assign, subcontract or encumber any right or obligation under these Terms, in whole or in part, without the other's prior written consent or except as expressly permitted in these Terms.

17.6   No amendment or variation of the Contract will be valid unless agreed in writing by an authorised signatory of each party.

17.7   If any clause in these Terms (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law:

17.7.1   the legality, validity and enforceability of any other provision of these Terms shall not be affected; and

17.7.2   if any such clause would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of these Terms as soon as possible.

17.8   Unless otherwise expressly agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

17.9   The amounts due under these Terms shall not change except as mutually agreed by the parties.

17.10   Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to these Terms.

18.   Governing law and jurisdiction

18.1   These Terms are governed by the law of England and Wales.

18.2   Subject to any disputes which the parties agree to resolve using an alternative dispute resolution process permitted in accordance with clause 16 (Dispute

resolution), all disputes under these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 – Software products and details

Product details and applicable restrictions

Before system purchase the Customer is required to agree with Object Matrix usage workflows that fall outside of those described on the Object Matrix website. Agreement for the workflows to be made in writing, including system usage metrics, system architecture, network topology, and third party applications. Should a workflow fail to be disclosed and agreed in writing then Object Matrix will hold no liability for failure of the solution to meet the requirements of that workflow.

System technical components that can be purchased or are provided without charge, system/component functions and Customer restrictions on use in respect of each produce are set out below.

1) MatrixStore Server Software / Hardware

A MatrixStore cluster contains MatrixStore Server Software (MSSS) and optional MatrixStore Server Hardware (MSSH). The parts supplied to the Customer are as defined on the invoice(s) from Object Matrix to the Customer or from Object Matrix the Reseller.

MSSS is a software solution that:

- Handles the storage and retrieval of data and metadata

- Applies user selected data storage policies for how to keep that handle the data

- Enables multiple hardware nodes that are running MSSS to combine into a cluster of nodes for the purpose of data storage and data handling

- Allows for metadata search

- Augments metadata by optional extraction of AS11 based metadata from AS11 compatible video assets

- Runs on Ubuntu Server LINUX distribution versions approved by Object Matrix

A description of MSSS can be found within the web page: http://object-matrix.com/products/object-storage/matrixstore/ and may change from time to time.

MSSS restrictions include:

- MSSS accepts MatrixStore API compatible communications only;

- MSSS requires a license key from Object Matrix to handle up to the licensed capacity of storage purchased by the Customer and MSSS will not handle more than this capacity without a new license key;

- If a Customer selects a data storage policy of "Single Copy" (also referred to as single instance) any data (or "object") stored will be kept on only one node in the cluster and if that node is lost/corrupted for any reason then the Customer's data will be lost;

- If a Customer deletes a "Vault" (collection) of data that Vault of data is likely to be irrecoverable;

- No guarantee that the solution works with 3rd party software is given unless expressly confirmed by Object Matrix;

- The Customer invalidates support if:

    o They log on to a node's operating system without the supervision of an Object Matrix employee; or,

    o Any hardware configuration changes are made without the supervision of an Object Matrix employee; or,

    o Any breach of SLA contract is made as defined in the Object Matrix SLA agreement.

MSSH is an optionally provided hardware platform for usage with MSSS.

MSSH hardware:

- Is configured for usage with MSSS;

- Is further described at the webpage:

http://object-matrix.com/products/object-storage/matrixstore_configurations/

and may change from time to time.

MSSH restrictions include:

- The MSSH hardware platform is a single usage platform and intended only for usage with MSSS;

- Any changes to MSSH BIOS settings not authorized by an Object Matrix employee will invalidate warranty;

- Any change to the hardware within the MSSH will invalidate warranty;

- Object Matrix reserves the right to end of life MSSH 5-years after purchase;

- Object Matrix reserves the right to demand configuration changes of MSSH from time to time in particular to match the requirements of new MSSS software upgrades or to correct potential causes for data loss;

- Restrictions detailed in the Object Matrix SLA;

- Unless otherwise agreed in writing parts supplied never include external networking components, for example, cables to the MatrixStore nodes from the Customer switches or transceivers.

2) MatrixStore MXFS Software

MatrixStore MXFS software creates a local volume or drive letter to provide file system access for clients wishing to store or retrieve data to or from a MatrixStore cluster. MatrixStore MXFS is described at http://object-matrix.com/products/access-tools/file-system-interfaces/

MatrixStore MXFS restrictions include:

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Is only compatible with stated 3rd party products (either confirmed on the Object Matrix website or by email from an Object Matrix employee);

- It performs slowly if:

  - the operating system network shares the local drive; or,

  - Windows "generate thumbnails" is switched on; or,

  - There are more than 1000 files in a single folder;

- It requires refreshing to see file changes that have occurred via another client;

- Requires installing on each client wishing to access the MSSS via MXFS;

- Must be installed on a compatible machine as defined by Object Matrix;

- Can only be used in low-latency networks, e.g., local networks and not those that access MSSS via the internet.

3) MatrixStore Samba and NFS Software

MatrixStore Samba and NFS software creates a network share volume to provide file system access for clients wishing to store or retrieve data to or from a MatrixStore cluster. MatrixStore Samba and MatrixStore NFS is described at http://object-matrix.com/products/access-tools/file-system-interfaces/

MatrixStore Samba / NFS restrictions include:

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Is only compatible with stated 3rd party products (either confirmed on the Object Matrix website or by email from an Object Matrix employee);

- It performs slowly if:

  - There are more than 1000 files in a single folder;

- It requires refreshing to see file changes that have occurred a client accessing the MatrixStore cluster via another interface;

- Must be executed on a server host machine;

- Must be installed on a compatible machine as defined by Object Matrix;

- Software license is restricted to one server installation per license;

- Can only be used in low-latency networks, e.g., local networks and not those that access MSSS via the internet.

4) MatrixStore FTP Connect Software

MatrixStore FTP Connect software provides FTP (file transfer protocol) access for clients wishing to store or retrieve data to or from a MatrixStore cluster. MatrixStore FTP Connect is described at http://object-matrix.com/products/access-tools/file-system-interfaces/

MatrixStore FTP Connect restrictions include:

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Must be executed on a server host machine;

- Is only compatible with stated 3rd party products (either confirmed on the Object Matrix website or by email from an Object Matrix employee);

- It requires refreshing to see file changes that have occurred a client accessing the MatrixStore cluster via another interface;

- Software license is restricted to one server installation per license;

- Must be installed on a compatible machine as defined by Object Matrix.

5) MatrixStore S3 Connect Software

MatrixStore S3 Connect software provides S3 (Amazon simple storage service protocol) access for clients wishing to store or retrieve data to or from a MatrixStore cluster. MatrixStore S3 Connect is described at http://object-matrix.com/products/access-tools/file-system-interfaces/

MatrixStore S3 Connect restrictions include:

- Only supports a subset of S3 commands (list is growing and available from Object Matrix);

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Must be executed on a server host machine;

- Is only compatible with stated 3rd party products (either confirmed on the Object Matrix website or by email from an Object Matrix employee);

- It requires refreshing to see file changes that have occurred a client accessing the MatrixStore cluster via another interface;

- Software license is restricted to one server installation per license;

- Must be installed on a compatible machine as defined by Object Matrix.

6) MatrixStore Vision Software

MatrixStore Vision software provides web-browser access for clients wishing to search, store or retrieve data to or from a MatrixStore cluster. MatrixStore Vision is described at http://object-matrix.com/products/access-tools/media-asset-management/

MatrixStore Vision restrictions include:

- Only supports stated web-browsers and web-browser versions on stated client platforms;

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Does not itself generate thumbnails and proxies (this is achieved via 3rd party products);

- Must be executed on a server host machine;

- Is only compatible with stated 3rd party products (either confirmed on the Object Matrix website or by email from an Object Matrix employee);

- It requires refreshing to see file changes that have occurred a client accessing the MatrixStore cluster via another interface;

- Software license is restricted to one server installation per license;

- Software license includes a sublicense to use an incorporated video player. From time to time Object Matrix may elect to replace the included video player with an alternative video player with a one month notice to the Customer;

- Is a tool that is currently not advised for usage with uploads of very large files (1GB+) or multiple files (10+);

- Must be installed on a compatible machine as defined by Object Matrix.

7) MatrixStore InterConnect Software

MatrixStore InterConnect software executes on a host machine to move data between a MatrixStore cluster and a supported Avid Interplay installations. A description of the application and supported Avid versions can be found at http://object-matrix.com/products/integrations/avid/

MatrixStore InterConnect restrictions include:

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Must be installed on a compatible host machine;

- Software license is restricted to one server installation connected to one Avid InterPlay per license.

8) MatrixStore Move2 Software

MatrixStore Move2 software executes on a host machine to move data between a MatrixStore cluster and a 3rd Party solution. Supported 3rd party applications include ones from XenData, SGL and Sony and are defined at http://object-matrix.com/products/access-tools/hierarchical-storage-management/

MatrixStore Move2 restrictions include:

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Must be installed on a compatible host machine;

- Software license is restricted to one server installation per license.

9) MatrixStore DropSpot Software

MatrixStore DropSpot software provides a graphical user interface for clients wishing to search, store or retrieve data to or from a MatrixStore cluster. MatrixStore DropSpot is described at http://object-matrix.com/products/access-tools/media-asset-management/

MatrixStore DropSpot restrictions include:

- No more than 10,000 files per directory;

- Restrictions as stated for MatrixStore Server Software / Hardware;

- Only stores data / retrieves data to / from MatrixStore Server Software;

- Must be installed on each client machine;

- It requires refreshing to see file changes that have occurred a client accessing the MatrixStore cluster via another interface;

- Is only compatible on operating systems and versions confirmed by Object Matrix in writing.

10) MatrixStore As a Service (MaaS)

A MatrixStore cluster hosted and supported by Object Matrix for usage by the Customer. Provides MSSS software.

MaaS is a service that:

- is hosted by Object Matrix at a data centre;

- provides MSSS software;

- provides storage capacity of a minimum agreed within the sale Contract;

- is system administered (e.g., for the purpose of user creation) by the Customer;

- is a single site solution unless specified within the sales Contract;

  o If multi site the second site will be at a data centre of Object Matrix's choosing and at least 50 miles separated from the primary site

- will be supported under the terms of the SLA.

MaaS restrictions include:

- the Customer is responsible for the network between its Users and the MaaS cluster or service;

- is designed for internal company and B2B usage - B2C scenarios are not supported;

- is additionally subject to the restrictions of MSSS.

11) MatrixStore Vision As a Service

A MatrixStore Vision instance (MVaaS) hosted and supported by Object Matrix for usage by the Customer. Provides Vision software.

MVaaS is a service that:

- is hosted by Object Matrix at a data centre;

- provides Vision software connected to MaaS;

- is system administered (e.g., for the purpose of preferences) by the Customer.

MVaaS restrictions include:

- the Customer is responsible for the network between its Users and the MVaaS service;

- is designed for internal company and B2B usage - B2C scenarios are not supported;

- is additionally subject to the restrictions of MatrixStore Vision;

- will be supported under the terms of the SLA.