



# DIGISTORE SOLUTIONS (S) PTE LTD

80 Genting Lane # 05-01A Ruby Industrial Complex (Genting Block) Singapore 349565

Telephone : (65) 6842 4626 Facsimile : (65) 6842 4628

E-mail: [webmaster@digistoresolutions.com](mailto:webmaster@digistoresolutions.com) <http://www.digistoresolutions.com>

## DIGISTORE SOLUTIONS DEVELOPER PROGRAM SOFTWARE LICENSE AGREEMENT

This Digistore Solutions Developer Program Software License Agreement (“Agreement”) specifies the terms upon which DIGISTORE SOLUTIONS (S) PTE. LTD. (“LICENSOR”) provides to third party developer, \_\_\_\_\_ (“Developer”) LICENSOR’s Digistore Solutions’ MediaTRACKER SDK and any other LICENSOR software products and documentation provided by LICENSOR to Developer under this Agreement (collectively, the “SDK Software”) for the development by Developer of software compatible with LICENSOR’s Centurion CD and/or Centurion DiscHub.

**1. Delivery of SDK Software.** Within thirty (30) days of execution hereof, and subject to payment by Developer of the License Fee due hereunder, Licensor shall provide Developer with one (1) copy of LICENSOR’s SDK Software.

**2. License Grant.** LICENSOR hereby grants Developer a license to use LICENSOR’s SDK Software to create custom software solutions compatible with the Centurion CD and/or Centurion DiscHub (“Customizations”). LICENSOR reserves the right to revoke this license if Developer breaches, or threatens to breach, this Agreement. Title and ownership in the SDK Software remains in LICENSOR or LICENSOR’s third-party licensors, and LICENSOR reserves all rights not expressly granted herein. Developer shall not translate, reverse engineer, decompile or disassemble the SDK Software. Further, Developer shall not remove any proprietary markings or restrictive legends placed on the SDK Software. At its discretion and subject to Developer’s compliance with LICENSOR’s applicable trademark use policy, LICENSOR may require Developer to display LICENSOR’s name, the Digistore Solutions and/or Centurion CD and/or Centurion DiscHub name and/or other logos on packaging or marketing materials for the Customizations created by Developer.

**3. License Fee.** Developer shall pay to LICENSOR a license fee of United States Dollars Four Hundred Ninety-Five (US\$495.00) for the SDK Software (the “License Fee”). LICENSOR reserves the right to amend the License Fee at any time.



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**4. Technical Support and Maintenance Services.** Upon payment of the License Fee, Developer shall be entitled to receive, for a period of one (1) year from the date of execution of this Agreement by both parties, the technical support and maintenance services set forth in this Section 4 ("Technical Support and Maintenance"). Technical Support and Maintenance shall include the following: (i) e-mail support from LICENSOR in response to technical questions or issues raised by Developer via e-mail, and (ii) access to any new versions, updates, revisions or upgrades to the SDK Software ("Upgrades") that LICENSOR may make available, provided that LICENSOR shall not have any obligation to produce such Upgrades. In addition to the Technical Support and Maintenance, LICENSOR may make available to Developer, without any obligation to do so, the opportunity to attend LICENSOR's training courses regarding the SDK Software. LICENSOR reserves the right to make attendance at certain SDK Software training courses mandatory for its Developers. After the initial one (1) year period for Technical Support and Maintenance, if Developer desires to continue to receive such Technical Support and Maintenance, including without limitation the Upgrades, Developer must annually renew the Technical Support and Maintenance by an annual payment of the then current License Fee to Licensor. LICENSOR shall have no obligation to provide any type of technical support to Developer or End Users regarding Customizations created by Developer. Developer represents, warrants, and covenants to LICENSOR that all Customizations created by Developer are original to Developer and do not infringe any copyright, patent, trade secret, or other intellectual property or proprietary rights of LICENSOR or any third party. DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD LICENSOR HARMLESS FROM ANY CLAIMS MADE AGAINST LICENSOR BY DEVELOPER'S END USERS RELATING TO THE CUSTOMIZATIONS PROVIDED BY DEVELOPER. DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FROM AND AGAINST ANY LIABILITIES ARISING OUT OF ANY CLAIMS THAT (I) THE CUSTOMIZATIONS INFRINGE ANY COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY OR (II) ARISE FROM DEVELOPER'S BREACH OF ANY TERMS OR CONDITIONS OF THIS AGREEMENT.

**5. Registration; LICENSOR Copy of Customizations; Verification.** The parties acknowledge that LICENSOR's ability to support will be enhanced by LICENSOR having a copy of each Customization. Developer agrees to promptly register with and deliver to LICENSOR, each Customization that Developer creates for End Users. For each



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Customization that Developer creates, Developer agrees to promptly deliver to LICENSOR, according to LICENSOR's procedures, a copy of the Customization. Developer hereby grants LICENSOR a perpetual, royalty free license to retain and use copies of the Customizations solely for purposes in connection with the Centurion DiscHub. LICENSOR reserves the right, but not the obligation, to test each Customization provided by Developer to ensure such Customization's compatibility with the Centurion DiscHub. LICENSOR may, without obligation, promote Developer's Customization(s) on LICENSOR's website or in other marketing materials. Developer hereby grants to LICENSOR a non-exclusive, royalty-free license to use Developer's trademarks associated with Developer's Customization(s) for LICENSOR's use in connection with LICENSOR's promotion, if any, of such Customization(s). At LICENSOR's request, LICENSOR may become a reseller of the Customization(s) on terms mutually agreeable to LICENSOR and Developer.

**6. Confidentiality.** Developer acknowledges that the SDK Software incorporates confidential and proprietary information developed, acquired by or licensed to LICENSOR. Developer will take all reasonable precautions necessary to safeguard the confidentiality of the SDK Software, including, without limitation: (i) those taken by Developer to protect Developer's own confidential information; and (ii) those which LICENSOR or its authorized representative may reasonably request or designate from time to time. Developer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the SDK Software. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature. Developer will not disclose, in whole or in part, any item of the SDK Software to any individual, entity, or other person, except to those of Developer's employees or consultants who: (i) require access for Developer's authorized use of the SDK Software; and (ii) agree to comply with the use and nondisclosure restrictions applicable to the SDK Software under this Agreement. Developer shall take appropriate action by instruction, agreement or otherwise with each employee or consultant permitted access to the SDK Software to comply fully with Developer's obligations under this Agreement. Developer acknowledges that any unauthorized use or disclosure of the SDK Software may cause irreparable damage to LICENSOR or its suppliers. If LICENSOR becomes aware of Developer's breach or threatened breach of this section, LICENSOR may suspend any and all rights granted to Developer under this Agreement and LICENSOR shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to LICENSOR. If an unauthorized use or disclosure



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occurs, Developer will immediately notify LICENSOR and take, at Developer's expense, all reasonable steps which may be available to recover the SDK Software and to prevent their subsequent unauthorized use or dissemination.

**7. Limitations.** EXCEPT AS EXPRESSLY STATED HEREIN, LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SDK SOFTWARE, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO REPRESENTATION THAT FUTURE VERSIONS OF THE SDK SOFTWARE WILL BE COMPATIBLE WITH ANY CUSTOMIZATIONS. DEVELOPER AGREES THAT LICENSOR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY DEVELOPER TO LICENSOR HEREUNDER IN THE NINETY (90) DAYS PRIOR TO THE DATE THE CLAIM IS MADE, AND SUCH CLAIM FOR A RETURN OF AMOUNTS PAID SHALL BE DEVELOPER'S EXCLUSIVE REMEDY FOR ANY CLAIM. LICENSOR SHALL NOT BE LIABLE FOR ANY LOST PROFITS, CLAIM AGAINST DEVELOPER BY ANY THIRD PARTY, OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**8. Termination.** This Agreement shall continue in perpetuity until terminated as provided herein, except that Technical Support and Maintenance shall only be provided on an annual basis as set forth in Section 4. LICENSOR reserves the right to terminate this Agreement upon notice to Developer. Upon termination of this Agreement, Developer shall return all copies of the SDK Software, supporting documentation and related materials to LICENSOR. Developer's obligations to indemnify defend and hold LICENSOR harmless under this Agreement, and sections 3, 4, 5, 6, 7, 8 and 9 shall survive termination.

**9. General.** Each party acknowledges that this Agreement constitutes the complete and exclusive statement of the agreement between the parties regarding the SDK Software. This Agreement may not be modified or altered except by written instrument executed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective permitted successors and assigns. This Agreement and performance hereunder shall be governed by and construed in accordance with the internal laws of Republic of Singapore, all proceedings relating to the subject matter hereof shall be maintained exclusively in the courts of Republic of Singapore, and Developer hereby consents



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to personal jurisdiction and venue therein and hereby waives any right to object to such personal jurisdiction and venue. Developer may not assign, without LICENSOR's prior written consent, its rights, duties or obligations under this Agreement to any person or entity in whole or in part, except by merger, reorganization, consolidation, or sale of all or substantially all of such party's assets.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date(s) set forth below.

"Developer"

"LICENSOR"

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Licensor

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_