

Centaur Storage, Inc.

Terms of Service Agreement

Please read carefully the terms and conditions set forth in this Terms of Service Agreement (Agreement) before using Centaur Storage Services (the Service). By using the Service you accept and agree to the terms of this Agreement. Written approval is NOT a prerequisite to the validity or enforceability of this Agreement. This Agreement constitutes the entire agreement between you (User) and Centaur Storage, Inc. (Centaur) concerning the Service and it supersedes any prior oral or written agreements, communications, proposals or representations. The term Service includes, and this Agreement also applies to, any updates, modifications or upgrades to the Service that User may receive from time to time.

1. Description of Service. Centaur provides internet-based digital file delivery, tracking, and format transcoding services.
2. User Grant. Subject to the terms and conditions of this Agreement, Centaur grants User a limited, non-transferable, non-exclusive license to use the products contained in or made available through the Service. No rights or licenses in the Service are granted to User other than those rights expressly granted in this Agreement. User agrees that User will not assign, transfer, pledge, lease, rent or share User's rights under this Agreement, and will not modify, adapt, duplicate, disassemble, de-compile, reverse engineer, translate or otherwise attempt to discover the source code of software included with the Service.
3. Compliance with Laws. User shall be solely responsible for complying with all applicable laws, statutes, rules, regulations and ordinances of the country or territory in which User utilizes the Service and shall indemnify Centaur for any claims, damages or costs arising from any claim related to or arising from violation of such laws, statutes, rules, regulations or ordinances by User in relation to the Services or this Agreement. If User receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance by the Service or the use thereof, User shall promptly notify Centaur of such notice or violation.
4. Usage Restrictions and Cooperation. User shall not (and shall not allow any third party to): (a) decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, or underlying ideas or algorithms of the Service (except to the extent expressly permitted under applicable law); (b) except as specified in the applicable user documentation, modify, incorporate into or with other hardware or Service, or create a derivative work of any part of the Service; (c) disseminate performance information or analysis from any source relating to the Service; (d) remove any product identification, copyright notice or other proprietary legend from the Service; (e) defame, abuse, threaten, harass or otherwise violate the legal rights of others (such as invasion of another's privacy); (f) transmit, access or communicate any data that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or (g) transmit or communicate any data that is unlawful or contains software viruses or any other computer code, files or programs designed to interrupt or damage any computer software or hardware equipment. User shall cooperate with Centaur in

connection with their efforts to protect their copyright and other legal rights in the Service. Centaur may, from time to time, implement additional security measures for the Service, and User shall cooperate with such measures and be responsible for installing upgrades that include such measures.

5. Payment: Centaur offers Service for per-delivery or subscription fees (the Fees), as indicated by published standard plans or a customized quote/invoice provided to the User for his specific use. Centaur reserves the right to change the Fees or applicable charges and to institute new charges at any time. In the event the User cancels the Service, in whole or in part, Centaur will not refund any Fees already paid by the User. Centaur may choose to bill through an invoice, in which case, Centaur must receive payment within thirty (30) days after the mailing date of the invoice, or the Service may be terminated. Unpaid invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection.

6. Centaur's Rights. Centaur and its licensors retain all title to and, except as expressly and unambiguously licensed herein, all rights and interests in (a) the Service, all copies and derivative works thereof (by whomever produced) and (b) all copyright rights, patent rights, trade secret rights and all other intellectual property and proprietary rights in the Service anywhere in the world. The Service is licensed to User and is not sold and this Agreement conveys to User only a non-exclusive and limited right of use, revocable in accordance with the terms and conditions of this Agreement. If User does not comply with any terms and/or conditions hereof, this Agreement shall terminate automatically and Centaur shall be entitled to all remedies in accordance with applicable law.

7. Confidentiality. User acknowledges that the Service contains valuable trade secrets of Centaur and other information proprietary to Centaur and its licensors. User shall: (a) keep confidential such trade secrets and proprietary information, including without limitation all information concerning ideas and algorithms related to the Service; (b) disclose such information only to User's employees and agents to the extent required to use the Service under the terms of this Agreement; and (c) bind its employees, consultants, agents and other third parties in writing to maintain the confidentiality of such trade secrets and proprietary information and not use or disclose such information except as permitted in this Agreement.

8. Warranty Disclaimer. THE SERVICE, THE CENTAUR WEBSITE AND ALL OF THE CONTENTS THEREOF ARE PROVIDED AS IS, AND ON AN AS AVAILABLE BASIS AND THERE ARE NO CLAIMS, REPRESENTATIONS AND WARRANTIES MADE BY CENTAUR, EITHER EXPRESSED, IMPLIED OR STATUTORY (TO THE EXTENT PERMITTED BY APPLICABLE LAW), WITH RESPECT TO THE SERVICE, WEBSITE AND ANY SUPPORTING DOCUMENTATION, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, TITLE, NONINFRINGEMENT, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. ANY MATERIAL STORED, TRANSMITTED OR ACCESSED VIA THE SERVICE IS DONE AT USER'S OWN DISCRETION AND RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER OR LOSS OF DATA THAT RESULTS.

9. User Awareness and Responsibilities. When using the Service, User understands and agrees that Centaur shall not be liable for any errors or omissions in any data, or for any loss or damage of any kind incurred as a result of any data transmitted, or attempted to be transmitted, via the Service. User is responsible for ensuring that User receives all necessary consents for User's use of any material owned or controlled by third parties (such as material protected by intellectual property laws, copyright licenses, rights of privacy or publicity or other proprietary rights) before User transmits, accesses or communicates such material to others using the Service.

10. Limited Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW,

CENTAUR SHALL NOT BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST DATA OR PROGRAMS, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTIONS, LOST PROFITS AND LOST REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CENTAUR IS AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE SERVICE. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Indemnification. User shall indemnify, hold harmless and defend Centaur and its officers, directors, affiliates, agents, partners, employees and contractors, at User's expense, against any and all claims and related liabilities, damages, settlements, penalties, costs and expenses (including but not limited to attorneys fees) incurred by Centaur, due to or arising out of User's violation of this Agreement, User's infringement of any rights of another and/or User's use or misuse of the Service.

12. Term and Termination. This Agreement shall become effective on the earlier of the date that this Agreement is executed or the date that User installs the Service or otherwise uses the Service and will remain in force until terminated. Centaur reserves the right, in its sole discretion, to restrict, suspend, or terminate a User's Service at any time, for any or no reason, with or without prior notice, and without liability. User agrees to destroy any confidential information of Centaur in its possession immediately upon any termination of this Agreement.

13. Export. User represents, warrants and agrees that it will not, directly or indirectly, export, re-export or transmit the Service or any part thereof to any country in which such export, re-export or transmission is restricted by any applicable U.S. regulation or statute without the prior consent of both Centaur and, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission. User shall otherwise comply with all applicable export control laws of the United States and any country or territory in which User uses the Service.

14. General. Centaur may change the terms and conditions of this Agreement from time to time. Upon any such change, Centaur will post an updated version of this Agreement on the Centaur website at www.centaurstorage.com. Continued use of the Service by the User after any such changes will constitute consent to such changes. This Agreement shall be governed in all respects by the laws of the

State of Delaware without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Any dispute or claim arising out of or in connection with this Agreement shall be finally settled by binding arbitration to be held in Delaware under the Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. If any provision in this Agreement is found or held to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such provision were absent upon the date of its execution. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. All provisions that must survive in order to give effect to their meaning, shall survive any expiration or termination of this Agreement, including without limitation Centaur's ownership rights to the Service and all of User's representations, warranties and indemnification and confidentiality obligations. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized officer of Centaur. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN OR IN ADDITION TO, THE REPRESENTATIONS OR PROMISES IN THIS AGREEMENT.