



CHYRONHEGO SOFTWARE LICENSE AGREEMENT

ChyronHego Publication 2A02352 Revision C

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ChyronHego's entire liability and Licensee's exclusive remedy under this Agreement shall not exceed two dollars (US \$2.00). The limitations, exclusions and disclaimers in this Agreement shall apply:

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(ii) to Chyron, its successors, assigns, agents, suppliers, authorized distributors, and their respective directors, employees and independent contractors.

In addition to the limitations and exclusions set forth in this Section, in no event shall any director, employee, agent, distributor, supplier, independent contractor of ChyronHego or any affiliates of ChyronHego have any liability arising from or related to this Agreement.

5. **Term and Termination.**

This Agreement shall continue in effect until there is a breach by the Licensee of this Agreement or any other agreement related to the purchase or lease of the Software or product using the Software. In the event of such breach by the Licensee this Agreement shall immediately terminate. Upon termination of this Agreement, Licensee shall promptly turn over to ChyronHego the Software and all disks, tapes, printed material, drawings, notes, memoranda, or other tangible embodiments relating thereto (collectively, the "Materials"). In the alternative, ChyronHego may consent to the Licensee's destruction of the Materials. The Licensee shall provide to ChyronHego, within five (5) days of the termination date, a written certification from the Licensee certifying that it has either destroyed or returned the Materials.

6. **Miscellaneous.**

(a) **Entire Agreement.**

This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. No terms of any purchase order presented by Licensee shall take precedence over the terms and conditions of this Agreement. If there is any inconsistency between this Agreement and the Terms and Conditions of Sale provided with the ChyronHego Product, the provisions of this Agreement shall apply to the extent of the inconsistency.



(b) **Export Restrictions and U.S. Government Licenses.** Licensee acknowledges that the Software includes encryption software that may be subject to export, import and/or use controls by Government Authorities (as hereinafter defined) by way or law or regulation. Licensee agrees that the ChyronHego Product and Software will not be exported, imported, used, transferred, or re-exported except in compliance with the laws and regulations of the national and/or other government authorities with authority over the country(ies) and/or territory(ies) from which the ChyronHego Product and Software are being exported or to which the ChyronHego Product and Software are being imported (collectively, the “Government Authority(ies)”). Without limitation, the ChyronHego Product and Software will not be exported: (i) to any country subject to U.S. or U.N. economic sanctions and embargoes; and (ii) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. Licensee hereby represents that: (1) to the best of its knowledge, it is eligible to receive the ChyronHego Product and Software under applicable law; (2) Licensee will not use the ChyronHego Product and Software in the development, production, handling, storage, or otherwise of chemical, biological, or nuclear weapons, or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity; and (3) Licensee will ensure that the ChyronHego Product and Software are used in accordance with the foregoing restrictions. Licensee hereby agrees to indemnify ChyronHego from any claims, actions, liability or expenses (including reasonable attorneys’ fees) resulting from Licensee’s failure to act in accordance with the acknowledgements, agreements and representations in this Section. Notwithstanding any agreement with a third party or any provision of law, regulation or policy, if Licensee is any agency of the government of the United States of America, then Licensee’s rights in respect of the Software shall not exceed the rights provided under this Agreement, unless expressly agreed upon by ChyronHego in a written agreement between Licensee and ChyronHego.

(c) **Choice of Law and Dispute Resolution.**

This Agreement and the performance hereunder shall be governed by the laws of the State of New York, excluding any body of law governing conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Licensee hereby irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the jurisdiction of the federal or state courts located in the State of New York for any claims arising from or related to this Agreement. The parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial. The parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.

(d) **Limitation on Actions.**

No action, regardless of form, arising out of this Agreement may be brought by Licensee more than two years after the cause of action has arisen.



(e) **Equitable Relief.**

Licensee hereby acknowledges that unauthorized disclosure or use of the Software will cause irreparable harm and significant injury to ChyronHego that may be difficult to ascertain. Accordingly, Licensee agrees that ChyronHego will have the right to obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

(f) **Severability.**

If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

(g) **Non-Assignability.**

The Licensee may not assign or sub-license, without the prior written consent of ChyronHego, its rights, duties or obligations under this Agreement to any person or entity.

(h) **Expenses.**

ChyronHego shall have the right to collect from Licensee its reasonable expenses incurred in enforcing this Agreement including reasonable attorney's fees.

(i) **Waiver.**

The waiver or failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

(j) **Language.**

If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof.

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http://www.ChyronHego.com/support/downloads/cat_view/357-ChyronHego-third-party-legal-notice

and incorporated by reference herein.

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