



License Agreement Regarding the use of the VMS Visuals DVD

THIS CONTRACT IS A VALID LEGAL AGREEMENT BETWEEN THE NATURAL OR LEGAL PERSON WHO HAS PURCHASED THE VMS VISUALS DVD (HEREINAFTER "LICENSEE") AND THOMAS KÜHNE, UDO KAPPELLER AS OWNERS OF THE UNREGISTERED COMPANY VideoMovingSystem KUHNE & KAPPELLER GNBR (HEREINAFTER "VideoMovingSystem").

THE LICENSING IS CARRIED OUT BY USE OF THE VMS VISUALS DVD. LICENSEE AGREES TO THE CONDITIONS OF THIS LICENCE AGREEMENT.

1. Grant of License and Restrictions of License

VideoMovingSystem grants to Licensee the non-exclusive and non-transferable right to use the content of the VMS VISUALS DVD for private and commercial purposes. For the purpose of this agreement "commercial Purposes" is exclusively the public playback of the content of the VMS VISUALS DVD by LICENSEE at live events.

VideoMovingSystem reserves the right to use and sell the hereby licensed VMS VISUALS DVD and to grant further licenses.

LICENSEE is prohibited from any transfer of the VMS VISUALS DVD and the rights granted to him by this license agreement. In particular, LICENSEE is prohibited from leasing, granting licenses or sublicenses, using the VMS VISUALS DVD or its content for purposes of advertising for third parties and from exploiting and using the content of the VMS VISUALS DVD in publicly accessible media (including the Internet).

Notwithstanding the foregoing paragraph, the following use is prohibited without prior written consent by VideoMovingSystem:

- Producing Copies of part of the content or all of the content of the VMS VISUALS DVD;
- adapting and/or modifying and storing the results of the adaptation and/or modification of part of the content or the all of the content of the VMS VISUALS DVD. An exception from the foregoing is only granted for the adapting and/or modifying of parts of the content or all of the content of the VMS VISUALS DVD during live playback at an event. Storing of adapted or modified content is prohibited in any case, even where the before mentioned adaptation or modification was carried out at a live playback.

Afore mentioned prohibited action also includes adapting and/or modifying and storing and/or recording as background feeding for the purpose of a film- and video production.

A "live playback" for the purposes of this agreement is exclusively the playback of parts of the content or all of the content of the VMS VISUALS DVD at a live event. The simultaneous playback at other places than the place of the event, including the making available on the Internet or other electronic media is not considered a "live playback".

For the purpose of this agreement, the afore mentioned term "modification" is the playback of the content of the VMS VISUALS DVD, whereby afore mentioned content is – particularly by adding elements to the place of projection or by altering the sequence of the stored content of the VMS VISUALS DVD or altering the speed of playback of parts or all of the content – played back at a mode that differs from a playback of the content of the VMS VISUALS DVD without external influence to the sequence of tracks or the speed of playback or the adding of content on the place of projection.

VideoMovingSystem holds all rights and titles, including the copyright and any other intellectual property rights to the VMS VISUALS DVD as a whole as well as to the individual items of content.

2. Warranties and Liabilities

VideoMovingSystem covenants that VideoMovingSystem is the owner of all rights to the VMS VISUALS DVD and is solely authorised to dispose of all rights to the VMS VISUALS DVD.

VideoMovingSystem is not liable for the technical feasibility nor the usability of the VMS VISUALS DVD. VideoMovingSystem is not liable for any health problems that may occur as a result of watching the VMS VISUALS DVD.

VideoMovingSystem warrants that to the best of its knowledge the agreed use of the VMS VISUALS DVD does not infringe on the copyright or other property rights of third parties and that to its best knowledge VideoMovingSystem has gained all permits and endorsements necessary to the use of the VMS VISUALS DVD including the endorsements of all parties involved in the production of the VMS VISUALS DVD. Any further liability is being excluded. A possible liability of VideoMovingSystem – for any ground whatsoever – is limited by the triple amount of license fees. Liability is excluded for damages resulting out of slight default of VideoMovingSystem. VideoMovingSystem is only liable for an infringement of rights granted by this license because of rights of third parties which had already existed by the time of conclusion of this agreement.

VideoMovingSystem is not liable for whether the VMS VISUALS DVD is being approved for performance by authorities or public institutions.

3. Contract Penalty and Damages

LICENSEE agrees to pay to VideoMovingSystem for any single breach of contract a strict liability contract penalty that is not subject to reduction by judgement in the amount of EURO 10.000,-- (in words ten thousand). VideoMovingSystem reserves the right to demand compensation for damage exceeding this amount; in this case the contract penalty is deducted from the amount of damage.



VideoMovingSystem

Kühne & Kapeller GmbR
Viktorgasse 22/18
1040 Wien / Vienna
Österreich / Austria

Tel.: +43 1 505 76 04
Fax : +43 1 505 76 04 44

office@vms-at.com
www.vms-at.com

4. Further Obligations of LICENSEE

LICENSEE is obliged to safeguard the VMS VISUALS DVD from access by third parties.

LICENSEE is obliged to immediately notify VideoMovingSystem if a third party asserts rights to the content of the VMS VISUALS DVD or parts thereof.

5. Duration of the Agreement

This license is granted for an unlimited period of time. The license however ends immediately in the event of a breach of contract by LICENSEE. In this case LICENSEE is obliged to cease of further use of the VMS VISUALS DVD, to destroy it and to provide VideoMovingSystem with a written affirmation thereof.

6. Miscellaneous

This contract is the ultimate agreement between VideoMovingSystem and LICENSEE regarding the provisions agreed upon. There are no written or oral side-agreements.

Any changes and supplements to this license agreement are legally effective only where they are captured in a written, uniform document which has been signed by both parties. The same shall apply to any waiver of the written form.

If one or more of the provisions of this license agreement are invalid or if they lose validity because of subsequent circumstances or in the event of a contractual loophole amicably detected by both parties, the validity of the remaining provisions is not affected. In this case, the parties agree to complement this agreement by a provision corresponding to the legal and economic purpose of the invalid or incomplete provision.

This license agreement is exclusively subject to Austrian law under exclusion of International Private Law and the UN Convention on International Sales Law. This takes effect also for the realization of this contract and the legal consequences of its aftereffects.

The parties will use all efforts to amicably settle possible disagreements caused by this license agreement or by its implementation. If an amicable settlement can not be reached, the parties agree upon – depending on the amount in dispute – the jurisdiction of the commercial district court of Vienna, respectively the commercial court of Vienna.