

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into by and among Tandberg Telecom AS, a Norwegian corporation, having principal offices at Philip Pedersens vei 22, 1366 Lysaker, Norway (“Tandberg”) and _____, a _____ corporation with principal offices at _____ (“Licensee”).

WHEREAS, Tandberg is in the business of manufacturing and selling or licensing hardware and software related to the visual communications industry;

WHEREAS, Tandberg owns certain patents and patent applications parts of which covering the International Telecommunication Union (“ITU”) standards H.460.18 and H.460.19 as more fully set forth in Exhibit A and grants licenses to third parties for those parts of (the “Licensed Patents”);

WHEREAS, Licensee desires to obtain a licenses for the Licensed Patents, and Tandberg is willing to grant to Licensee such a license upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Definitions.

1.1 “Licensee” means the corporation indicated in the first paragraph of this Agreement and includes subsidiaries of such corporation but only during a time that such corporation owns more than 50% of the ordinary outstanding voting shares of such subsidiary; such corporation controls such subsidiary; and such subsidiary agrees and is bound to all obligations of Licensee hereunder.

1.2 “Licensed Patents” has the meaning set forth in Exhibit A.

1.4 “Licensed Product” means a product created by the Licensee using the Licensed Patents.

2. License.

2.1 Subject to the terms and conditions of this Agreement (including, without limitation, the provisions for license termination), Tandberg hereby grants to Licensee a royalty-free, personal, non-exclusive, non-transferable worldwide license under the

Licensed Patents to make, use, import, offer for sale, sell or otherwise transfer Licensed Products.

2.2 Notwithstanding anything to the contrary in this Agreement, the foregoing license grant is strictly limited to the minimum extent that is necessary for Licensee to make, use and sell Licensed Product.

2.3 Licensee may not sub-license under the license grant herein.

2.4 Licensee shall mark every Licensed Product with a proper statutory patent notice as required by the patent laws of the appropriate country, and as reasonably requested by Tandberg. Such patent notice shall be placed on the Licensed Product itself, or on the Licensed Product's packaging if from the character of the Licensed Product a patent notice cannot be placed on the Licensed Product.

2.5 Special Termination: In the event that Licensee makes a Patent Claim against Tandberg or its parent or any of their subsidiaries, Tandberg may immediately terminate this license and all rights conveyed herein. Such termination shall be effective immediately upon receipt by Licensee of notice (as evidenced by signature to mail or package carrier) of such termination from Tandberg. "Patent Claim" means an accusation, under the laws of any jurisdiction, of patent infringement, or of other violation of any other intellectual property right, resulting from the making, using, selling or importing a Tandberg product or service, or a component thereof. The parties acknowledge that the intent of this section is, inter alia, to give Tandberg the right to assert Licensed Patents against Licensee in the event that Licensee asserts a Patent Claim against Tandberg. Tandberg agrees that in the event that it asserts Licensed Patents against Licensee, Tandberg will not request or demand an injunction with respect to Licensed Patents unless Licensee has requested or demanded an injunction as part of its Patent Claim (or in any related assertions). Tandberg further agrees that in the event that it asserts Licensed Patents against Licensee, any license terms for the Licensed Patents that may result will not exceed terms and conditions that are reasonable and demonstrably free of any unfair discrimination, provided that Licensee agrees to the same for any of the patents asserted in the Patent Claim.

3. Title.

Title to, ownership of, and all applicable rights in and to the Licensed Patents including Tandberg's updates, revisions and enhancements, whether or not such revisions, updates or enhancements are provided to Licensee, shall not transfer to Licensee or any end user, and shall remain in Tandberg or its licensors. The use by Licensee of any of these property rights is authorized only for the purposes set forth herein, and upon termination of this Agreement for any reason, such authorization shall cease.

4. Licensee Obligations.

4.1 As consideration in part for Tandberg's license grants, Licensee agrees to be publicly listed as a licensee of the Licensed Patents by Tandberg.

4.2 Licensee agrees, upon the request of Tandberg from time to time, to grant to Tandberg a license for its essential patent(s) or essential patent claim(s) for implementation of any ITU-T or ISO/IEC standard for free or under reasonable terms and conditions

5. No Warranties, No Liability; Limitation of Damages.

5.1 **DISCLAIMER OF WARRANTY: THE LICENSED PATENTS AND ANY OTHER MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS." TANDBERG DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE OR ANYONE ELSE MAY OBTAIN BY USING THE LICENSED PATENTS OR ANY INFORMATION PROVIDED HEREUNDER. TANDBERG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE OR INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

5.2 Licensee assumes the entire risk of using the Licensed Patents and related materials.

5.3 Nothing contained in this Agreement shall be construed as a warranty or representation that the manufacture, sale, lease, use or other disposition of Licensed Patents will be free from infringement of patents, trademarks, copyrights or other rights of third parties or that the Licensee will be able to manufacture Licensed Products based upon the materials transferred hereunder from Tandberg. Licensee assumes the risk of defects or inaccuracies in the Licensed Patents or other materials licensed hereunder.

5.4 **IN NO EVENT SHALL TANDBERG BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF TANDBERG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, TANDBERG SHALL HAVE NO LIABILITY, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHERWISE, WHICH MIGHT ARISE OUT OF THE LICENSEE'S USE OF THE LICENSED PATENTS, OR LICENSED PRODUCTS.**

5.5 **EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT.**

6. Maintenance and Support.

TANDBERG HAS ABSOLUTELY NO OBLIGATION TO PROVIDE MAINTENANCE OR SUPPORT UNDER THIS AGREEMENT OR IN CONNECTION WITH THE LICENSED PATENTS. LICENSEE OR ITS AGENTS SHALL PROVIDE ALL MAINTENANCE OR SUPPORT FOR LICENSEE'S USE OF THE MATERIALS LICENSED HEREUNDER AND LICENSEE'S LICENSED PRODUCTS.

7. Export and Compliance With Laws.

Licensee understands and acknowledges that certain products, including software, may be subject to regulation by agencies of the United States and other governments and which prohibit export or diversion of such products and software to certain countries and certain organizations and individuals. Licensee warrants that it will comply with all such laws, rule and regulations in effect from time to time with respect, but without limitation, to Licensed Patents and Licensed Products.

8. Force Majeure.

In no event shall either party be deemed in default of any of its obligations hereunder nor liable for any delay or failure in its performance that results from contingencies beyond its reasonable control including, without limitation, fire, explosion, flood, strike, war, civil disturbances, acts of God or acts in compliance with any law or government regulation.

9. Relationship of the Parties and Indemnification.

9.1 The parties agree that each is an independent contractor with respect to this Agreement and each other. Licensee shall in no way represent itself nor permit any party acting on its behalf to represent itself as a partner, franchisee, joint venture, agent, employee or representative of Tandberg. Licensee further acknowledges that neither Licensee nor any party acting on its behalf shall have any right, power or authority, express or implied, to obligate Tandberg in any way.

9.2 Licensee shall indemnify and hold Tandberg harmless from any claim, damage, expense or loss to persons or property, including reasonable attorney's fees, arising out of this Agreement (other than from Tandberg's breach or negligence) or any acts of commission or omission by Licensee or any party acting on its behalf in relation to the Licensed Patents, or the use or distribution of Licensed Products or any other product or service not provided by Tandberg, including, but not limited to Licensee's failure to comply with its obligations under this Agreement.

10. Term, Termination and Default.

10.1 This Agreement will be effective upon Tandberg's signature and, subject to the other terms of this Agreement, shall remain in effect so long as the ITU H.460.18 and H.460.19 standards are in use.

10.2 This Agreement may be terminated by Licensee at any time without cause on 30 days written notice.

10.3 This Agreement may be terminated immediately for cause by Tandberg in the event Licensee:

(a) Becomes insolvent or if a judgment or decree is entered against Licensee approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency, and such judgment or decree remains unvacated for thirty (30) days; or immediately if: (i) Licensee files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution related to bankruptcy, insolvency or other relief of debtors; or (ii) Licensee seeks or consents to or acquiesces in the appointment of any trustee or receiver, or the liquidation of Licensee's property;

(b) Ceases to function as an ongoing enterprise; or

(c) Fails to perform any of its obligations hereunder so as to be in default and fails to cure such default within thirty (30) days after written notification thereof.

10.4 In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other because of such termination for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business of Tandberg or Licensee. No termination of this Agreement shall affect any obligations between the parties of otherwise incurred in relation to any other agreement or relationship.

10.5 In the event of termination of this Agreement for any reason except for Licensee's breach or under Section 2.5, subject to all the terms of this Agreement, Licensee shall have the right to continue to sell its then-current inventory of Licensed Products but in no event shall such sales continue for longer than six (6) months. Following such six month period, Licensee's rights hereunder shall cease in their entirety. If termination is for Licensee's breach or under Section 2.5, Licensee shall have no right to continue to sell Licensed Products.

11. General.

11.1 Licensee may not assign this Agreement or any interest or rights granted hereunder to any third party without the prior written consent of Tandberg, which consent shall not be unreasonably withheld. A change of control or reorganization of Licensee

pursuant to a merger, sale of assets or stock (other than an initial public offering) will be deemed to be an assignment under this Agreement. This Agreement will terminate immediately upon occurrence of any prohibited assignment.

11.2 Any waiver of any provision of this Agreement, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement of that or any other provision or right.

11.3 Any notice required or permitted to be given under this Agreement shall be effective when received by a party at the address set forth above or at such other address as such party may request by notice.

11.4 This Agreement shall be governed by the laws of the State of Delaware without regard for provisions concerning conflicts of laws and the United Nations Convention of Contracts for International Sale of Goods, 1980, shall not apply to the interpretation of this Agreement with respect to international sales.

11.5 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.6 The respective obligations of the parties under this Agreement that by their nature would continue beyond the termination or expiration, shall survive any termination or expiration, including, but not limited to, the obligation to indemnify.

11.6 THIS AGREEMENT, TOGETHER WITH EXHIBIT A, WHICH IS EXPRESSLY MADE A PART HEREOF, CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY ONLY BE MODIFIED IN A WRITING SIGNED BY THE PARTIES.

11.7 This Agreement may be signed in counterparts.

TANDBERG TELECOM AS

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

Exhibit A

“Licensed Patents” means those parts of the following Tandberg’s issued patents and patent applications:

U.S. Patent No. 7,512,708

U.S. Patent No. 7,694,127

U.S. Patent Application No. 10/332,785

U.S. Patent Application No. 12/348,648

covering the ITU standards H.460.18 and H.460.19. Licensed Patents shall also include patents issued pursuant to the above patent applications and any other patent applications (and any patents issued as a result thereof) that are extensions of the above patent applications or are included in the respective patent families of the above patent applications, but only as to the parts of such patents and/or patent applications covering the ITU standards H.460.18 and H.460.19.