

M.tv SOFTWARE LICENSE TERMS

M.tv “offline” software

These license terms are an agreement between IDSL Sàrl of Clarens Switzerland and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Mtv

- * updates,
- * supplements,
- * Internet-based services, and
- * support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may execute Mtv on any device with the logon (user name and password) given to you at registration.
2. **INTERNET-BASED SERVICES.** Mtv provides Internet-based services with the software. It may change them at any time, see the document Master Subscription and Mtv Agreement.

Consent for Internet-Based Services. The software feature described below connects to Mtv or service provider AWS (Amazon Web Services) computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. By using this feature, you consent to the transmission of Mtv generated information.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Mtv/IDSL reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- * work around any technical limitations in the software;
- * reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- * make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- * publish the software for others to copy;
- * rent, lease or lend the software;
- * transfer the software or this agreement to any third party; or

* use the software for commercial software hosting services.

4. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

5. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

6. EXPORT RESTRICTIONS. The software is subject to Swiss export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.maintenance.tv.

7. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

8. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

9. APPLICABLE LAW.

The laws of Switzerland. You may only acquire the software from the Mtv website, www.maintenance.tv.

10. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

11. DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Mtv or IDSL gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Mtv or IDSL excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from IDSL or Mtv and its suppliers only direct damages up to €5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

* anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

* claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if IDSL or Mtv knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.