

VRAM ADOPTER AGREEMENT

THIS VRAM ADOPTER AGREEMENT “Agreement”) dated as of _____, 2005 (the “Effective Date”) is entered into by and between:

(a) **VCP, LLC. (“VCP”)**, a Missouri limited liability company, with offices at One Memorial Drive, Suite 2000, St. Louis, Missouri 63102-2450 USA,

(b) **Koplar Interactive Systems International, LLC (“KISI”)**, a Missouri limited liability company with offices at One Memorial Drive, Suite 2000, St. Louis, Missouri 63102-2450 USA (solely for purposes of Section 11.1), and

(c) **THE UNDERSIGNED ADOPTER**, with offices at the address specified under the signature block (“**Adopter**”) on behalf of itself and its Licensed Affiliates (as defined below).

RECITALS

A. VCP has exclusively licensed from KISI certain proprietary patented and unpatented technology for a process of embedding in Audiovisual Works substantially invisible sub-carrier signals, and detecting such signals from Audiovisual Works in which they have been embedded, including certain Encoding Technology and Detection Technology (all capitalized terms used but not defined are defined later in this Agreement) .

B. VCP has full right and authority to sublicense certain of its rights in the Detection Technology pursuant to the Technology License Agreement between KISI and VCP dated as of January 30, 2004.

C. Adopter desires to obtain, and VCP desires to grant, a nonexclusive sublicense to the Detection Technology for the purpose of exploiting such technology under the terms and conditions set forth below.

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

AGREEMENT

1. DEFINITIONS. As used in this Agreement:

1.1 “Adopter Agreement” means this Agreement, with respect to Adopter and its Licensed Affiliates, and substantially equivalent agreements entered into by other Fellow Adopters, with respect to each such Fellow Adopter.

1.2 “Adopter Agreement Rights” means (i) with respect to Adopter and its Licensed Affiliates, the license rights granted in **Section 2**(subject to the license restrictions set forth therein as well as the other terms and conditions of this Agreement) and (ii) with respect to other Fellow Adopters, the substantially equivalent license rights granted to each such Fellow Adopter in an Adopter Agreement, subject to the substantially equivalent license restrictions and other terms and conditions set forth in such Adopter Agreement.

1.3 “Affiliate” means, with respect to a party, any person or entity (however organized) that, at any time during the term of this Agreement, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such person or entity, but only as long as such person or entity does so through one of the following: (a) ownership of a majority of the voting power of those classes of voting stock of a corporation entitled to vote in the election of directors, (b) ownership of a majority of those classes of voting membership interests of a limited liability company entitled to vote in the election of managers, (c) ownership of a majority of the beneficial interests in income and capital of an entity other than a corporation.

1.4 “Audiovisual Works” means audiovisual works as defined in Section 101 of Title 17 of the United States Code and includes all formats, media types and modes of delivery whether now known or hereinafter invented.

1.5 “CGMS-A Codes” means Copy Generation Management System (Analog) codes, including the Redistribution Control bit, as such codes may be amended and standardized from time to time.

1.6 “Detection Algorithm” means VCP’s proprietary and confidential reference and design algorithm provided for Adopter’s use in implementing the Detection Technology.

1.7 “Detection Technology” means VCP’s proprietary technology enabling a process of detecting VRAM Signals in Audiovisual Works which includes the Detection Algorithm, where such VRAM Signals have been embedded in Audiovisual Works using the Encoding Technology.

1.8 “Encoding Technology” means VCP’s proprietary technology enabling a process of embedding VRAM Signals in Audiovisual Works.

1.9 “Fellow Adopter” means a person or entity other than Adopter that has entered into an agreement with VCP that is substantially equivalent to this Agreement, but only for so long as such substantially equivalent agreement remains in full force and effect. Additionally, for purposes of this Agreement, Adopter shall be considered a Fellow Adopter of its Licensed Affiliates and each Licensed Affiliate shall be considered a Fellow Adopter of Adopter (but only for so long as such person or entity remains a Licensed Affiliate).

1.10 “Field of Use” means the field of detecting VRAM Signals in Audiovisual Works using the Detection Technology in compliance with (i) this Agreement and (ii) any VRAM Legislation.

1.11 “Improvement” means any improvement, modification, or variation of the inventions, methods, apparatuses, or technology claimed in the VCP Patents, including all pending patent applications and patents resulting therefrom.

1.12 “Intellectual Property Rights” means all intellectual property rights, including: (a) all patent rights and other rights throughout the world in useful inventions and ornamental designs that are granted under patent law, including any rights in pending patent applications and any related rights; (b) all copyrights and other related rights throughout the world in works of authorship (including text and other literary works, musical works, sound recordings, audiovisual works, pictorial works, graphic works and computer software), mask works, compilations and collections of information, including all registrations and applications therefor; (c) all trademarks, service marks, trade dress or other proprietary trade designations protected by law, including all registrations and applications therefor; (d) all rights

throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (e) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.13 “Licensed Affiliates” means the Affiliates of Adopter identified in Exhibit A, but only for so long as such persons or entities also meet the requirements for being Affiliates. Adopter may request to amend the list of Licensed Affiliates at any time by providing written notice to VCP.

1.14 “Licensed Component” means a component, or any portion thereof, including an integrated circuit, circuit board, software, or firmware module, that (i) is designed and manufactured by Adopter or a Fellow Adopter, (ii) implements all or a portion of the Detection Technology, (iii) is designed to be assembled into a Licensed Product, and (iv) has been certified by the manufacturer as compliant with the Detection Algorithm and the Verification Specifications.

1.15 “Licensed Know-How” means any and all copyrights, trade secrets, know-how, processes, procedures, devices, methods, protocols, techniques, designs, drawings, algorithms, schematics, specifications, and technical information, whether or not patentable, embodied in the Detection Algorithm and the Verification Specifications, together with any additions, alterations, modifications, design changes or other improvements thereto, whether or not patentable.

1.16 “Licensed Patents” means (i) the Necessary Claims of the VCP Patents and (ii) the Necessary Claims of any Improvements owned, licensable by, or controlled by VCP, whether now or at a future date during the term of this Agreement.

1.17 “Licensed Product” means a product that (i) is designed and manufactured by Adopter or a Fellow Adopter, (ii) incorporates one or more Licensed Components, (iii) is intended and ready for Retail Distribution, and (iv) has been certified by the manufacturer as compliant with the Detection Algorithm and the Verification Specifications.

1.18 “Necessary Claims” means one or more claims of any patent or patent application that are necessarily infringed by those portions of the Licensed Products or Licensed Components that implement the Detection Technology or the Detection Algorithm, the methods used to implement the Detection Algorithm or Detection Technology, or the embodiments of the Detection Technology or Detection Algorithm as a result of such implementation. “Necessary Claims” do not include any (a) claims relating to aspects of any technology that are not necessary to the manufacture, use or implementation of the Detection Technology or the Detection Algorithm; (b) with respect to the patents and patent applications of VCP or Adopter, claims which, if licensed, would require a payment of royalties by VCP or Adopter to third parties who are not Affiliates of VCP or Adopter; or (c) claims that read solely on any implementation or use of any portion of the Detection Technology or the Detection Algorithm outside the Field of Use.

1.19 “Retail Distribution” means the sale, offer for sale, import, export (subject to applicable export laws) or other transfer of a Licensed Product, after all assembly and other value-added manufacturing steps (excluding packaging) have been completed, directly to an end user of the Licensed Product, or to a vendor, wholesaler, or other person or entity in the chain of retail distribution of Adopter or its Licensed Affiliates for ultimate distribution to an end user of the Licensed Product. In addition, Retail Distribution means delivery of a Licensed Product that is a software operating system or application to an original equipment manufacturer in object code form for installation on or distribution with a hardware device distributed directly or indirectly by such original equipment manufacturer to end users.

1.20 “**Territory**” means the entire world, subject to all applicable export regulations.

1.21 “**VCP Patents**” means (i) U.S. Patent No. 4,807,031 to Broughton, et al., including all continuations, continuations in part, and divisions, letters patent granted thereon, and all reissues, and reexaminations thereof; and (ii) any other patents or pending patent applications owned, licensable by, or controlled by VCP, whether now or at a future date during the term of this Agreement relating to the Detection Technology.

1.22 “**Veil Technology**” means the Encoding Technology and the Detection Technology.

1.23 “**Verification Specifications**” means specifications provided by VCP for the purpose of testing and verifying implementation of the Detection Technology in compliance with the Detection Algorithm.

1.24 “**VRAM Legislation**” means, collectively, (i) any U.S. federal legislation and regulations concerning the use of the Detection Technology, and (ii) any foreign legislation and regulations concerning the use of the Detection Technology, whether now existing or adopted at some future date.

1.25 “**VRAM Signal**” means a video sub-carrier signal embedded in the active portion of a video signal using the Encoding Technology, where the sole purpose of such video sub-carrier signal is to serve as a rights assertion mark indicating the intended presence of CGMS-A Codes in the video signal.

2. LICENSE

2.1 License Grant. Subject to the terms and conditions of this Agreement, VCP hereby grants to Adopter and its Licensed Affiliates, and Adopter hereby accepts, on behalf of itself and its Licensed Affiliates, a limited, nonexclusive, non-transferable (except in accordance with Section 12.4 below), non-sublicensable, royalty-free and fully paid-up license, under the Licensed Patents and the Licensed Know-How, and *solely* within the Field of Use and the Territory, to:

- (a) use the Detection Algorithm and the Verification Specifications *solely* in designing, making, and certifying Licensed Components and Licensed Products;
- (b) disclose the Licensed Know-How (or any portion thereof) *solely* to employees and contractors of Adopter and Licensed Affiliates who have a need to know such information for purposes of designing, making, and certifying Licensed Components and Licensed Products,
- (c) design and make Licensed Components and Licensed Products;
- (d) have designed and have made Licensed Components and Licensed Products *solely* by Fellow Adopters;
- (e) provide prototype or sample Licensed Components for evaluation to Fellow Adopters;
- (f) provide prototype or sample Licensed Components or Licensed Products (including, for example, multi-function software operating systems or applications in object code form for evaluation to participants in Adopter’s normal alpha, beta or similar testing programs, provided that such participants do

not have the right to modify the operation of, or access the source code for, any Licensed Components;

- (g) sell, offer for sale, import, export (subject to applicable export laws) and otherwise transfer Licensed Components *solely* to Fellow Adopters; and
- (h) sell, offer for sale, import, export (subject to applicable export laws) and otherwise transfer Licensed Products *solely* (i) to Fellow Adopters or (ii) for Retail Distribution.

2.2 License Restrictions and Exclusions. Adopter and its Licensed Affiliates shall have no rights, license, title or interest under **Section 2.1** above, whether express or implied, in or to:

- (a) use the Detection Algorithm, the Verification Specifications or the Licensed Know-How for any purpose other than as set forth in **Sections 2.1(a)** and **2.1(b)**, including using the foregoing to develop, manufacture, or offer products or services designed or intended to circumvent the requirements or effectiveness of the Veil Technology;
- (b) provide Licensed Products to any third party other than a Fellow Adopter under such third party's brand, whether acting as an OEM manufacturer or otherwise;
- (c) sublicense any of the Adopter Agreement Rights granted hereunder without the prior written consent of VCP;
- (d) the Detection Technology outside of the Field of Use, for any purpose whatsoever;
- (e) the Encoding Technology;
- (f) any applications, application programming interfaces or user interfaces, including technology used to generate, display or interact with a user;
- (g) any data embedding technology, including CGMS-A Codes and other content formats;
- (h) aspects of any third-party copy protection, compression, encoding, decoding or tamper resistance technology, standard or product, not owned, controlled or licensable by VCP even though such technology, standard or product may be mentioned in, or required by, the Detection Algorithm, the Detection Technology or the VRAM Legislation;
- (i) any semiconductor or semiconductor manufacturing technology, compiler technology, programming languages or object-oriented technology, operating system, middleware, database technology, or networking, intranet, extranet or Internet technology.

3. VCP AND ADOPTER RESPONSIBILITIES

3.1 Delivery.

- (a) Generally. VCP will deliver the Detection Algorithm and the Verification Specifications to Adopter within ten (10) days of full execution of this Agreement to a location specified by Adopter. Thereafter, VCP will deliver any modifications or improvements to the Detection Algorithm and Verification Specifications in the same manner that VCP makes such modifications and improvements available to Fellow Adopters, and at no additional charge to Adopter. Adopter acknowledges and agrees that, except as set forth in subpart (b) below, VCP is not required to deliver any other materials or information under this Agreement.
- (b) Foreign VRAM Legislation. If VRAM Legislation is adopted in countries other than the United States during the term of this Agreement, and such VRAM Legislation implements or adopts standards that are incompatible with the standards implemented or adopted pursuant to the VRAM Legislation adopted by the United States, then at no additional charge to Adopter, VCP will use commercially reasonable efforts to provide such modifications or improvements to the Detection Algorithm and Verification Specifications as may be reasonably necessary to adapt them for use in compliance with the VRAM Legislation adopted by each applicable country.

3.2 Implementation. Adopter acknowledges and agrees, on behalf of itself and its Licensed Affiliates, that the Detection Algorithm and the Verification Specifications do not constitute an embodiment or implementation of the Detection Technology. Adopter and its Licensed Affiliates will be solely responsible for selecting, designing and making a particular implementation of the Detection Technology in accordance with the terms and conditions of this Agreement, including conducting all reasonable diligence related thereto. Adopter acknowledges VCP's representations and warranties in Sections 9.2(iii) and (iv), and agrees that VCP has no intention to induce Adopter or any Licensed Affiliate to infringe any third party Intellectual Property Rights by providing the Detection Algorithm and the Verification Specifications for any particular implementation of the Detection Technology by Adopter or any Licensed Affiliate.

3.3 Certification. Adopter and its Licensed Affiliates will be solely responsible for certifying that all implementations of the Detection Technology by Adopter and its Licensed Affiliates are in compliance with the Detection Algorithm and the Verification Specifications. Adopter and its Licensed Affiliates will maintain detailed records of such certification activities, and shall provide copies of such records to VCP upon VCP's reasonable request, which shall be made no more than once per year, unless VCP believes in good faith that such a request is necessary in order to protect its rights in the Detection Technology. The certification records of Adopter and its Licensed Affiliates shall be maintained by VCP as Confidential Information (as defined below) of Adopter.

3.4 Attribution. Provided that Adopter provides VCP advance written notice of its intent to use the Licensed Marks, Adopter and its Licensed Affiliates have a limited, nonexclusive, non-transferable, non-sublicensable, royalty-free and fully-paid up license to mark Licensed Components or Licensed Products as "VEIL" or "powered by VEIL" or by some other designation agreed to by the parties indicating the presence of the Detection Technology (the "Licensed Marks"). All use of the Licensed Marks shall be subject to the terms and conditions of this Agreement and such written guidelines on usage as may be provided from time to time by VCP, provided that Adopter shall have a commercially reasonable period to comply with any changes to such written guidelines. Any other use of or material alteration to the Licensed Marks will be subject to VCP's prior written approval. All goodwill arising out of any use of any of the Licensed Marks by Adopter and its Licensed Affiliates will inure solely to the benefit of VCP and its licensors. Adopter hereby agrees, on behalf of itself and its

Licensed Affiliates, that (i) except as set forth in this Agreement, Adopter and its Licensed Affiliates have no rights, title or interest in or to the Licensed Marks; (ii) Adopter and its Licensed Affiliates will not engage, participate or otherwise become involved in any activity that diminishes or tarnishes the image or reputation of any such Licensed Marks; (iii) Adopter and its Licensed Affiliates will not combine the Licensed Marks with each other or other marks without the prior approval of VCP; and (iv) at VCP or its licensor's request and expense, Adopter and its Licensed Affiliates will perform acts reasonably necessary to allow VCP and its licensors to secure or maintain trademark rights in the Licensed Marks in the jurisdictions where Adopter and its Licensed Affiliates are licensed to use the Licensed Marks.

3.5 Technical Assistance and Other Services. VCP agrees to provide Adopter with eight (8) hours of free technical assistance relating to the Veil Technology, the Detection Technology and the Detection Algorithm via phone or e-mail. Except as expressly provided otherwise in this Agreement, Adopter acknowledges and agrees, on behalf of itself and its Licensed Affiliates, that VCP is not further obligated under this Agreement to provide any technical assistance or other services of any kind. The parties may agree separately for VCP to provide additional technical assistance or other services, subject to VCP's availability, at the rate of US\$150 per hour, plus reasonable travel costs and related expenses.

3.6 Adopter Responsibility for Licensed Affiliates. Adopter guarantees the performance of each Licensed Affiliate under this Agreement, and shall be responsible and liable to VCP for the acts and omissions under this Agreement of each such Licensed Affiliate.

4. NON-ASSERTION AND OTHER COVENANTS

4.1 By Adopter.

- (a) Covenant to Fellow Adopters, Distributors, Purchasers and Others. Adopter agrees, on behalf of itself and its Affiliates, not to assert any claim or commence any suit against any Fellow Adopter, any Affiliates of a Fellow Adopter (regardless of whether such Fellow Adopter enters into an Adopter Agreement before or after Adopter enters into this Agreement), or any vendor, distributor, purchaser, or other person in the chain of Retail Distribution of Licensed Products or Licensed Components of a Fellow Adopter or its Affiliates that include the Detection Technology, for infringement of any Necessary Claims of any patents or pending patent applications owned, licensable by, or controlled by Adopter or its Affiliates at any time during the term of this Agreement, with respect to the (i) use of the Detection Technology, the Detection Algorithm or the Verification Specifications, or the implementation thereof in accordance with this Agreement in connection with the use, design, manufacture, sale, offer for sale, import, export or distribution of any Licensed Component or Licensed Product, by any Fellow Adopter; or (ii) the use, sale, offer for sale, import, export or distribution of any Licensed Product by any vendor, distributor, purchaser, or other person in the chain of Retail Distribution of a Fellow Adopter within the Field of Use. This covenant will automatically terminate without notice with respect to a Fellow Adopter and its Affiliates, if such Fellow Adopter or any of its Affiliates asserts any claim against Adopter or any of its Affiliates in contravention of any non-assertion covenant in favor of Adopter in any Adopter Agreement applicable to by such Fellow Adopter.
- (b) Covenant to VCP. Adopter agrees, on behalf of itself and its Affiliates, not to assert any claim or commence any suit against VCP or its Affiliates for

infringement of any Necessary Claims of any patents or pending patent applications owned, licensed to or controlled by Adopter or its Affiliates at any time during the term of this Agreement, with respect to: (i) VCP's provision and use of the Detection Algorithm and Verification Specifications, (ii) VCP's granting of the rights set forth in **Section 2** above, within the Field of Use, to any Fellow Adopter, (iii) VCP's design, manufacture, use, sale, offer for sale, import, export or distribution of any product implementing the Detection Technology within the Field of Use; (iv) design, manufacture, use, sale, offer for sale, import, export or distribution of any product implementing the Detection Technology by Fellow Adopters regardless of Field of Use but only to the extent that such claims are based solely on VCP's conduct in licensing such Fellow Adopters within the Field of Use; or (v) any encoders provided or leased by VCP that implement the Encoding Technology or any Audiovisual Works encoded by such encoders. The covenants under subparts (i) through (v) herein will automatically terminate without notice if VCP or any of its Affiliates asserts any claim of patent infringement against Adopter or any of its Affiliates related to the Detection Technology.

- (c) Limitations on Section 4.1(a) and 4.1(b). The covenants of **Sections 4.1(a)** and **4.1(b)** hereof shall not extend to (i) features of a product that are not required to implement the Detection Technology or the Detection Algorithm; or (ii) features of a product for which there exists a known, commercially feasible, noninfringing alternative that does not require a license from any third party.
- (d) Fellow Adopter Non-Assertion. VCP warrants and represents that any Adopter Agreement entered into with any Fellow Adopter shall contain covenants of the same scope and effect as the covenants set forth in subparagraphs (a) and (b) of this **Section 4.1**. In the event that VCP enters into any Adopter Agreement in violation of such warranty and representation, this shall constitute a material breach of this Agreement that can only be cured by an executed amendment to such Adopter Agreement which removes the violation. Unless otherwise cured, the covenants of Adopter set forth in subparagraphs (a) and (b) shall immediately lapse.

4.2 By VCP. VCP acknowledges that it is its intent to make the Detection Technology available to all parties (i) who are willing and able to abide by the terms of the Adopter Agreement, (ii) who will support and foster the development of the Detection Technology per the terms of the Adopter Agreement, and (iii) who will respect VCP's Intellectual Property Rights in the Detection Technology. To that end, VCP covenants to Adopter that it will license the Detection Technology to third parties on a reasonable, non-discriminatory basis and pursuant to an Adopter Agreement. Notwithstanding the foregoing, nothing contained herein shall be construed as imposing any obligation on VCP to sell, rent, loan, lease, license or otherwise transfer its rights in the Encoding Technology to any third party.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of the Veil Technology. Adopter acknowledges and agrees, on behalf of itself and its Licensed Affiliates, that, except as set forth in **Section 5.3** below, VCP and its licensors

reserve and will retain all right, title and interest that they have in and to the Veil Technology, including the Encoding Technology, the Detection Technology, the Detection Algorithm, the Verification Specifications, the Licensed Know-How, and the VCP Patents and any Improvements thereto, and that Adopter and its Licensed Affiliates will have no rights with respect to the foregoing other than the rights expressly set forth in this Agreement. Adopter and its Licensed Affiliates will cooperate with VCP and its licensors at VCP's expense in securing VCP and its licensors' rights in the foregoing, including executing and delivering to VCP, at VCP's request, all instruments and documents needed to secure such rights and providing any other reasonable assistance requested by VCP.

5.2 Improvements Made by VCP. As between VCP and Adopter, VCP will exclusively own all Improvements conceived, made, reduced to practice, invented or developed by or on behalf of VCP or any of its Affiliates.

5.3 Improvements Made by Adopter. As between VCP and Adopter, Adopter will exclusively own all Improvements conceived, made, reduced to practice, invented or developed by or on behalf of Adopter or any of its Affiliates (the "**Adopter Improvements**"). Adopter agrees to grant to VCP or any Fellow Adopter, upon request, a license under the claims of any patents covering Adopter Improvements in connection with the use, design, manufacture, sale, offer for sale, import, export or distribution of any Licensed Components and Licensed Products within the Field of Use on reasonable and non-discriminatory terms. Adopter shall promptly notify VCP upon the filing of any pending patent applications related to Adopter Improvements that would be usable within the Field of Use.

5.4 Prosecution and Maintenance. VCP and its licensors will have sole control over the filing, prosecution, and maintenance ("**Prosecution**") of all Licensed Patents (other than the Adopter Improvements) and will pay all fees and costs related thereto. Adopter and its Licensed Affiliates will cooperate with VCP at VCP's expense in the Prosecution of all such Licensed Patents, including executing and delivering to VCP, at VCP's request, all instruments and documents, including powers of attorney, needed to prosecute such Licensed Patents and providing any other assistance reasonably requested by VCP.

5.5 Enforcement. VCP and its licensors will have sole control over enforcement and defense of the Licensed Patents against third-party infringers, and shall be entitled to all damages awarded as a result of or agreed to in a monetary settlement of any claim (including counterclaims), suit, or action. Notwithstanding the foregoing, VCP and its licensors will have no obligation under this Agreement to enforce or defend any Licensed Patent.

6. CONFIDENTIALITY

6.1 Confidential Information. Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure. Regardless of whether so marked or identified, however, the Detection Algorithm, the Verification Specifications, and all Licensed Know-How will be considered the Confidential Information of VCP.

6.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to employees or

contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

6.3 Exceptions. The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, Adopter's confidentiality obligations with respect to the Detection Algorithm, the Verification Specifications, and the Licensed Know-How will remain in effect until such time as VCP ceases to maintain such Confidential Information as a trade secret of VCP. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6.4 Notification of Unauthorized Use or Disclosure. The Receiving Party shall notify the Disclosing Party in writing promptly upon discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with the Disclosing Party in every reasonable way to regain possession of such information and to prevent its further unauthorized use or disclosure.

6.5 Independent Development. The terms of this **Section 6** and **Section 2.2** will not be construed to limit either party's right to independently develop or acquire products. The Receiving Party will have no obligation to limit or restrict the assignment of employees because they have had access to the Confidential Information of the Disclosing Party pursuant to the terms of this Agreement.

6.6 Residuals. The Adopter will be free to use for any purpose the Residuals resulting from access to or work with the Confidential Information of VCP, provided that it shall not disclose any Confidential Information except as expressly permitted pursuant to the provisions of this Agreement. The term "Residuals" means any information retained in the unaided memories of Adopter's employees who have accessed and used VCP's Confidential Information pursuant to the terms of this Agreement. An employee's memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it in violation of this Agreement. Adopter shall have no obligation to pay royalties for any work resulting from the use of Residuals. However, the foregoing will not be deemed to grant to Adopter a license under VCP's copyrights or patents.

6.7 Public Statements. Neither party will issue any public statement concerning this Agreement as executed by the Parties without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose to third parties the fact that Adopter or any Licensed Affiliate has obtained a license from VCP to implement the Detection Technology.

7. ADMINISTRATIVE FEE

Within thirty (30) days of the Effective Date, Adopter shall pay VCP a one-time administrative fee in the amount of ten thousand dollars (\$10,000), which shall be payable in U.S. Dollars. Adopter shall not be entitled to any refund thereof for any reason.

8. TERM AND TERMINATION

8.1 Term. This Agreement will commence on the Effective Date and will expire on the date twenty (20) years thereafter, unless terminated at an earlier date as provided for in this Section 8.

8.2 Termination.

- (a) Termination for Cause. VCP or Adopter may terminate this Agreement upon a material breach by the other party of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breaching party has not cured such breach within forty-five (45) days after delivery of such notice. In the case of a material and uncured breach by any Licensed Affiliate, VCP may terminate the rights and licenses of such Licensed Affiliate only, and this Agreement shall continue in full force and effect with respect to Adopter and any other Licensed Affiliates.
- (b) Termination by Adopter. Adopter may terminate this Agreement at any time upon ninety (90) days prior written notice to VCP.

8.3 Effects of Termination; Survival.

- (a) In All Cases. Upon termination or expiration of this Agreement for any reason: (i) except as set forth in subpart (b) below, all licenses granted hereunder shall immediately and automatically terminate, and (ii) each Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and copies thereof and any other proprietary information of the other party and certify in writing that it has fully complied with this requirement.
- (b) Sale of Licensed Components and Licensed Products. Upon termination or expiration of this Agreement for any reason other than termination by VCP in accordance with Section 8.2(a) above, for a period not to exceed six (6) months after the date of termination, Adopter and its Licensed Affiliates may continue to sell, offer for sale, import, export (subject to applicable export laws) and otherwise transfer Licensed Components and License Products designed and manufactured prior to the date of termination *solely* in accordance with subpart (f) and (g) of Section 2.1 above, and subject to the license restrictions and other provisions of this Agreement, or for a period longer than six months provided that after six months effective technical means exist to prevent end users from using the Detection Technology contained in such Licensed Components or Licensed Products shipped by the Adopter after the end of the six month period.
- (c) Survival. **Sections 1, 2.2, 4, 5, 6, 7, 8.3, 9, 10, 11 and 12,** will survive any termination or expiration of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by Adopter. Adopter represents and warrants that: (i) it has full right, power, and authority to enter into this Agreement; (ii) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (iii) it has authority to bind its Licensed Affiliates to the provisions of this Agreement; and (iv) it shall be jointly and severally liable to VCP for a breach of this Agreement by any Affiliate or any employee or contractor thereof.

9.2 Representations and Warranties By VCP. VCP represents and warrants that: (i) it has full right, power, and authority to enter into this Agreement; (ii) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (iii) it has no actual knowledge as of the Effective Date of any patent or pending patent application, other than the Licensed Patents, which is necessarily infringed by the Detection Technology; and (iv) VCP has received no notice of any claims against VCP or KISI that the Detection Technology infringes a third party Intellectual Property Right. Notwithstanding the foregoing, nothing in this Agreement should be construed as: (a) a warranty or representation by VCP as to the validity, enforceability, or scope of any Licensed Patent; (b) a warranty or representation by VCP that any pending application included in the Licensed Patents will issue as a patent or that VCP will prosecute or maintain any of the Licensed Patents; (c) a warranty or representation by VCP that using, making, selling, offering for sale, or importing a Licensed Component or Licensed Product will not infringe any Intellectual Property Rights of a third party; or (d) a warranty or representation by VCP that it will enforce any Licensed Patent against a third party.

9.3 DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT. THE DETECTION ALGORITHM, THE VERIFICATION SPECIFICATIONS, AND ANY OTHER PROPERTY, PRODUCTS OR SERVICES PROVIDED BY VCP UNDER THIS AGREEMENT ARE PROVIDED “AS IS” AND ADOPTER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SUCH DETECTION ALGORITHM, VERIFICATION SPECIFICATIONS OR OTHER PROPERTY, PRODUCTS OR SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, VCP MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE VEIL TECHNOLOGY, THE INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN, OR ANY OTHER PROPERTY, PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VCP AND ADOPTER, ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE AFFILIATES, FURTHER DISCLAIM ANY WARRANTY THAT ANY USE, IMPLEMENTATION OR METHOD OF IMPLEMENTATION OF THE DETECTION TECHNOLOGY, DETECTION ALGORITHM OR ENCODING TECHNOLOGY, IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

10. LIMITATIONS OF LIABILITY.

10.1 EXCEPT FOR A BREACH BY ADOPTER OF **SECTION 2** (LICENSE), A BREACH BY EITHER PARTY OF **SECTION 6** (CONFIDENTIALITY), A CLAIM FOR INDEMNIFICATION RELATING TO ALLEGED INFRINGEMENT OF A THIRD PARTY NECESSARY CLAIM UNDER **SECTION 11.1**, OR A BREACH BY VCP OF **SECTION 9.2**, NEITHER VCP, ADOPTER NOR ADOPTER’S LICENSED AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST USE, LOST PROFITS, LOST DATA, AND INTERRUPTION OF BUSINESS) REGARDLESS

OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (“CONSEQUENTIAL DAMAGES”). TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT FOR CONSEQUENTIAL DAMAGES AGAINST ANY OF THE AFFECTED PARTIES NOTWITHSTANDING THE ABOVE LIMITATION, THE AGGREGATE LIABILITY FOR CONSEQUENTIAL DAMAGES OF THE PARTY AGAINST WHICH JUDGMENT IS ENTERED HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY ADOPTER TO VCP UNDER THIS AGREEMENT.

10.2 IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, KISI'S, VCP'S AND THEIR AFFILIATES' CUMULATIVE LIABILITY TO ALL ADOPTERS ARISING FROM OR RELATED TO THIS AGREEMENT, SECTION 11.1, AND THE DETECTION TECHNOLOGY, WHETHER FOR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ACTUAL OR DIRECT DAMAGES, AND WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE SUM OF (i) THE INSURANCE PROCEEDS AVAILABLE FOR ALL CLAIMS BY ADOPTERS UNDER ANY APPLICABLE INSURANCE POLICY, PLUS (ii) TWO MILLION DOLLARS. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT EXPAND THIS LIMITATION.

10.3 THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT ABSENT THESE LIMITATIONS OF LIABILITY.

11. INDEMNIFICATION AND INSURANCE.

11.1 Indemnification By VCP and KISI. Subject to the limitations of **Section 10.2**, VCP and KISI shall indemnify, defend at their own expense, and hold harmless Adopter and its Affiliates, directors, officers, employees and agents (the “**Indemnified Parties**”) from and against any and all claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) (collectively, “**Claims**”) brought by a third party against an Indemnified Party to the extent any such Claim is based upon (A) the alleged infringement of the third party’s Necessary Claims or (B) any breach of any covenant, agreement, representation, or warranty herein by VCP or KISI; *provided, however*, that VCP’s and KISI’s indemnification obligations pursuant to subparagraph (A) shall not extend to any Claim to the extent that an allegation of infringement is caused by or results, in whole or in part, from (I) Adopter’s or any Licensed Affiliate’s particular implementation or embodiment of the Detection Technology, where an alternative implementation or embodiment of the Detection Technology existed as of the date of the alleged infringement that, if implemented by Adopter or such Licensed Affiliate in accordance with the Detection Algorithm and the Verification Specifications, would not infringe such third party’s Necessary Claims; (II) Adopter’s or any Licensed Affiliate’s practicing of the Detection Technology in violation of, or outside the scope of, the provisions of this Agreement; or (III) the combination of the Detection Technology with other functionality of any other hardware, software, system or device that is not necessary to implement the Detection Technology for its intended purpose, where the Claim would not have arisen had such combination not occurred.

11.2 Indemnification By Adopter. Adopter shall indemnify, defend at its own expense, and hold harmless VCP and its Affiliates, directors, officers, employees and agents (the “**Indemnified Parties**”) from and against any and all Claims brought by a third party against an Indemnified Party to the extent any such Claim is based upon (A) an allegation that Adopter’s or any Licensed Affiliate’s particular implementation or embodiment of the Detection Technology infringes a third party’s patent rights, where an alternative implementation or embodiment of the Detection Technology existed as of the

date of the alleged infringement that, if implemented by Adopter or such Licensed Affiliate in accordance with the Detection Algorithm and the Verification Specifications, would not infringe such third party's patent rights; or (B) any breach of any covenant, agreement, representation, or warranty herein by Adopter.

11.3 Indemnification Procedure. If any action is brought against a party in respect to which indemnity may be sought from the other under this Section 11, the Indemnified Party must promptly notify the indemnifying party in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. The Indemnified Party shall cooperate with the indemnifying party in all reasonable respects in connection with the defense of any such action and may, upon written notice to the indemnifying party, undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof. And if it so undertakes, the Indemnified Party shall also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel and payment of all expenses. The Indemnified Party shall have the right to employ separate counsel and participate in the defense thereof solely at its expense. The indemnifying party shall reimburse the Indemnified Party on demand for any payments made or loss suffered by it at any time after the date hereof, based upon the final and non-appealable judgment of any court of competent jurisdiction or pursuant to a bona fide and final compromise or settlement of claims, demands or actions, in respect to any damages to which the foregoing relates.

11.4 Insurance. VCP shall obtain and use commercially reasonable efforts to maintain in force during the term of this Agreement with a commercially reasonable insurance carrier or carriers insurance covering VCP and KISI for its duty to provide indemnification against third party intellectual property infringement claims covered under Section 11.1, with a per claim limit of not less than two million dollars (\$2,000,000).

12. MISCELLANEOUS

12.1 Notice. Any notice, approval, authorization, consent, or other communication required or permitted to be delivered to either party under this Agreement must be in writing and will be deemed properly delivered and given on receipt (or when delivery is refused) if delivered: (a) by hand, or (b) by courier or express delivery service, or (c) by facsimile (with a copy sent by postage prepaid first-class mail) to the address or facsimile number set forth on the signature page to this Agreement or such updated addresses as the parties may indicate in writing from time to time.

12.2 Governing Law; Venue. This Agreement will for all purposes be governed by and interpreted in accordance with the laws of the State of New York without giving effect to any conflict of laws principles that require the application of the laws of a different state. The parties agree that the United Nations Convention on the International Sale of Goods will not apply to this Agreement. Exclusive venue for any legal proceeding commenced by or on behalf of either party arising out of or otherwise related to this Agreement shall be in the state or federal courts located in New York City.

12.3 Export Law. Adopter will comply, and will cause its Licensed Affiliates to comply, with all applicable export and import control laws and regulations in the manufacturing, use, and distribution of the Licensed Components and Licensed Products. In particular, Adopter and its Licensed Affiliates will not export or re-export the Licensed Components or Licensed Products or any technical data or confidential information derived from or pertaining to the Licensed Components, Licensed Products, Licensed Know-How, or Licensed Patents without all required U.S. and foreign government licenses

12.4 Assignment. Neither party to this Agreement may assign or transfer any of its rights under this Agreement or delegate any of its obligations or duties under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be null and void from the beginning and without further effect. Notwithstanding the foregoing, either party may assign this entire Agreement without consent to (a) a successor in interest in connection with a merger, consolidation, or similar transaction or (b) the purchaser of all or substantially all of the assigning party's assets, by providing written notice of such assignment to the other party. This Agreement will be binding on, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

12.5 Remedies. Except as expressly stated in this Agreement, the rights and remedies of the parties under this Agreement will be cumulative (and not alternative). If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive. Adopter acknowledges and agrees, on behalf of itself and its Licensed Affiliates, that any actual or threatened unauthorized use or disclosure of VCP's Confidential Information or violation of its Intellectual Property Rights in the Veil Technology would cause irreparable harm to VCP, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, VCP will be entitled to seek immediate equitable and other provisional relief as a remedy for such breach in addition to any and all other remedies available to VCP at law or in equity, provided, however, that injunctive relief shall not be available to prevent the continued distribution of a Licensed Product or a Licensed Component if effective technical means exist to prevent end users from using the Detection Technology contained in such Licensed Components or Licensed Products when distributed and Adopter ceases making available the technical means to use the Detection Technology as soon as commercially reasonable, and no later than thirty (30) days following written notice of breach by VCP.

12.6 Most Favored Status. VCP shall make available to Adopter any license terms offered as to the Detection Technology pursuant to the terms of an Adopter Agreement with any Fellow Adopter. VCP also commits that the benefit of any modifications, clarifications or interpretations of language, made by VCP in an Adopter Agreement shall be extended to Adopter in accordance with this **Section 12.7**. Where VCP agrees to make a change to a particular Adopter Agreement, Adopter may request upgrade to such revised agreement, in total, at any time. Where VCP has agreed to include language in a particular Adopter Agreement that is more favorable than that in this Agreement, VCP shall not enforce the language in this Agreement with respect to Adopter to the extent that such language is less favorable than the language found in such other Adopter Agreement. VCP shall upon the request of Adopter take reasonable steps to keep Adopter informed of any changes, and to provide Adopter with the most recent version of the Adopter Agreement.

12.7 Independent Contractors. The parties hereto are independent contractors and each will conduct its business hereunder solely as a principal for its own account. Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party has, and nor will it represent to any third party that it has, the power or authority to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. Each party will be solely responsible for any federal, state, local or foreign tax, custom, duty, governmental fee or other like assessment or charge imposed on it by any taxing authority as a consequence of transactions contemplated hereunder.

12.8 Amendment; No Waiver. This Agreement may be amended only by a written instrument executed by duly authorized representatives of VCP and Adopter. No provision of this Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of

the waiving party. Any waiver by either party of any duty or breach of this Agreement will not constitute a waiver of any other or subsequent duty or breach.

12.9 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.10 Construction. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. The term “including” as used herein will mean “including without limitation”. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile, which will have the effect of an original signature.

12.11 Entire Agreement. This document constitutes the entire agreement of VCP and Adopter with regard to the subject matter hereof and supersedes all prior and contemporaneous negotiations, statements and agreements, whether written or oral. No party other than VCP and Adopter will have any interest in or will be deemed a third-party beneficiary to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

The Next Page is the Signature Page

VCP, LLC
(“VCP”)

(“ADOPTER”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:

One Memorial Drive
St. Louis, Missouri 63102
Attn: Edward J. Koplar
Phone: (314) 345-1040
Fax: (314) 345-1093

Address:

Attention: _____
Phone: _____
Fax: _____

KOPLAR INTERACTIVE SYSTEMS INTERNATIONAL
(“KISI”)

By: _____

Name: _____

Title: _____

Address:

One Memorial Drive
St. Louis, Missouri 63102
Attn: Edward J. Koplar
Phone: (314) 345-1040
Fax: (314) 345-1093

EXHIBIT A