ADOBE PASS-THROUGH TERMS

1. DEFINITIONS

In addition to the terms defined elsewhere in the Order or Agreement, the following terms shall have the meanings set forth below:

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, and Adobe Systems Software Ireland Limited, an Irish corporation, collectively.

1.2 "Adobe Software" means the Adobe Flash® Player, Version 33.x and subsequent versions.

1.3 "Trademarks" means Adobe, the Adobe logo, Flash, AIR, the "Powered by Adobe Flash" logo, and the "Powered by Adobe AIR" logo, all of which are registered or pending trademarks of Adobe.

2. ADOBE PASS-THROUGH TERMS

The following terms and conditions are pass-through terms and conditions from Adobe that are required to be accepted by all Model N customers prior to the use of the Solution. Customer's right to use the Solution is limited by the following restrictions and subject to its satisfaction of all of its obligations under the Agreement and this Order, including without limitation the following pass-through terms from Adobe for the license of the Adobe Software:

2.1 Customer may only use Adobe Software on devices that (i) meet the technical specifications set forth in the accompanying documentation, and (ii) meet any stipulated version-specific license requirements.

2.2 Customer will comply with: (i) all export laws and restrictions and regulations of the Department of Commerce or agencies or authorities of the United States and (ii) similar regulations applicable to any other country to which the transaction relates. Customer acknowledges that neither the Adobe Software, nor the underlying information or technology, may be downloaded or otherwise exported or re-exported: (A) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (B) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Customer hereby represents and warrants that it is not located in, under the control of, or a national or resident of, any such country, or on any such list.

2.3 Except as expressly set forth in this Order, Customer may not sublicense, rent, sell, encumber, display, or grant access to the Adobe Software and any accompanying materials.

2.4 Except pursuant to applicable permissions or agreements therefore, from or with the applicable parties, Customer will not use or allow the use of, the Adobe Software for the encoding or decoding of mp3 audio only (.mp3) data on any non-pc device (e.g., mobile phone or set-top box), nor may the mp3 encoders or decoders contained in the Adobe Software be used or accessed by any product other than the Adobe Software. The Adobe Software may be used for the encoding or decoding of MP3 data contained within a swf or flv file, which contains video, picture or other data. Customer acknowledges that use of the Adobe Software for non-PC devices, as described in the prohibitions in this Clause, may require the payment of licensing royalties or other amounts to third parties who may hold intellectual property rights related to the MP3 technology and that neither Adobe nor Model N has paid any royalties or other amounts on account of third party intellectual property rights for such use. If Customer requires an MP3 encoder or decoder for such use, Customer is responsible for obtaining the necessary intellectual property license, including any applicable patent rights.

2.5 Customer may not decompile, reverse engineer, reverse assemble, disassemble, or otherwise reverse engineer or reduce any software provided solely in binary or object code form to a human-perceivable form.

2.6 Customer may distribute the Adobe Software from a web site, the Internet, an intranet, or similar technology (*"**Electronic Transmissions**"*), CD-ROM, DVD-ROM or other storage media, provided that any distribution of the Adobe Software (i) will be subject to reasonable security measures to prevent unauthorized use, (ii) will be accurately tracked and the number of units distributed reported in accordance with what is set out in this Order, and (iii) will be solely for use in conjunction with the Solution. With relation to Electronic Transmissions, Customer agrees to employ any use restrictions set by Adobe or Model N, including those related to security and/or the restriction of distribution to verified end users of the Solution only.

2.7 Customer will not directly or indirectly grant, or purport to grant, to any third party any rights or immunities under Adobe's or Model N's intellectual property rights that will subject such intellectual property to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition of use, modification and/or distribution, the Adobe Software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

2.8 Customer will not challenge Adobe's exclusive rights to the Trademarks. If Customer challenges the validity of the Trademarks, Adobe and Model N reserve the right to immediately terminate this Order and all licenses granted herein. The use of the Trademarks under this Order will not create in Customer any right, title, or interest in or to these Trademarks other than the license right set forth herein, and all goodwill arising from such use of the Trademarks will inure to the benefit of Adobe. Customer will not register or

attempt to register any brand, names, marks, or other elements of the Adobe Trademarks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with any of the Adobe Trademarks. Customer will not commit any act that would cause any of the Adobe Trademarks to vest in the public domain in any jurisdiction. Other than as set forth in this Order, Customer shall make no use of the Adobe Trademarks or of any designation confusingly similar to any of the Adobe Trademarks without Adobe's prior written consent. Upon Adobe's request, Customer will promptly provide Adobe with samples of how Adobe's Trademarks are being used by Customer.

2.9 If included, Customer may only use, copy, reproduce and modify (i) the On2 source code (provided hereunder as a component of the source code) as necessary to enable the Adobe Software to decode video in the Flash video file format (.flv or .f4v), and (ii) the Sorenson Spark source code (provided hereunder as a component of the source code) for the limited purpose of making bug fixes and performance enhancements to the Adobe Software. All codecs provided with the Adobe Software may only be used and distributed as an integrated part of the Adobe Software and may not be accessed by any other application, including the Solution.

2.10 The Adobe Software may be provided with an AAC codec and/or HE-AAC codec (*"**the AAC Codec**"*). Use of the AAC Codec is conditioned on Customer obtaining a proper patent license covering necessary patents as provided by VIA Licensing, for end products on or in which the AAC Codec will be used. Customer acknowledges and agrees that neither Adobe nor Model N is providing a patent license for an AAC Codec under this Order.

2.11 The Source Code may contain code licensed under the AVC Patent Portfolio License (***"AVC Code"***). Use of AVC Code is conditioned on Customer obtaining a proper license covering necessary patents as provided by MPEG LA, L.L.C. Partner acknowledges and agrees that neither Adobe nor Model N is providing any patent license for any AVC Code under this Order. Additional information may be obtained from MPEG LA, L.L.C. See http://www.mpegla.com.

2.12 With respect to any upgrade to the Adobe Software, Adobe and Model N reserve the right to require additional terms and conditions applicable solely to the upgrade and future versions thereof, and solely to the extent that such restrictions are imposed by Adobe on all licensees of such upgrade. Prior to Customer exercising any rights under this Order with respect to such upgrade, the parties will execute a mutually agreed upon amendment that will contain the applicable additional restrictions.

2.13 Customer agrees that Customer will be responsible, and neither Model N nor Adobe will be liable to Customer's customers or end users, for claims arising out of the performance or non-performance of the Adobe Software.

2.14 Customer shall ensure that the Adobe Software is distributed to end users under an enforceable end user license agreement, in favor of Customer and its suppliers (including Model N and Adobe) containing at least the following minimum terms (the ***"End-User License"***): (i) a prohibition against distribution and copying, (ii) a prohibition against modifications and derivative works, (iii) a prohibition against decompiling, reverse engineering, disassembling, and otherwise reducing the software to a human-perceivable form, (iv) a provision indicating ownership of software by Customer and its suppliers, (v) a disclaimer of indirect, special, incidental, punitive, and consequential damages, and (vi) a disclaimer of all applicable statutory warranties, to the full extent allowed by law.

2.15 Model N shall have the right to share confidential information relating to Customer or the Solution(s) with Adobe if and to the extent necessary for Model N to fulfill its obligations towards Customer under this Order and/or its obligations to Adobe under Model N's agreement for the license of the Adobe Software.

2.16 Customer is prohibited from using Flash Player Software for open web browsing.

2.17 Customer is prohibited from distributing the Flash Player Software in the People's Republic of China.

2.18 Flash Player Software may not be used within any generic browser, and must only be used within the Solution such that it will run only pre-defined, closed sets of Flash content.

2.19 Customer shall ensure that the redistributable code is distributed to end users under an enforceable end user license agreement, in favor of Customer and its suppliers containing at least the following minimum terms (the ***"End-User License"***): (i) a prohibition against distribution and copying, (ii) a prohibition against modifications and derivative works, (iii) a prohibition against decompiling, reverse engineering, disassembling, and otherwise reducing the software to a human-perceivable form, (iv) a provision indicating ownership of software by Model N and its suppliers, (v) a disclaimer of indirect, special, incidental, punitive, and consequential damages, and (vi) a disclaimer of all applicable statutory warranties, to the full extent allowed by law.

2.20 If Customer is in material breach of any of these pass-through terms, the license to the Adobe Software that Customer receives will automatically terminate.