API LICENSE AGREEMENT

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This Agreement sets forth the terms and conditions that will govern Licensee's use of certain Matrox proprietary application programming interfaces (API), software and related documentation/materials.

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1.1.5 "Developer Kit": means the Matrox Head2Go Series REST API (Video Wall Series), and/or the Matrox Head2Go Series PowerWall API (Video Wall Series) and any other Matrox software and any documentation ancillary thereto.

1.1.6 "Matrox Hardware": refers to the Matrox QuadHead2Go and any future Matrox QuadHead2Go Series and/or Matrox "Head2Go" Series for the Video Wall Series family of products.

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(iv) not to distribute any Documentation associated with the Developer Kit

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10.   **Term and Termination**

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10.2   Such termination is without prejudice to Matrox's other rights hereunder at law or in equity. In event of termination, Licensee must destroy all copies of the Developer Kit and related materials and certify in writing and under oath that all such copies have been destroyed, and Licensee's license and rights under this Agreement shall terminate, except that its customers may continue to use the Licensee Software Application which has been incorporated and sold with Matrox Hardware or with the Licensee branded Matrox Hardware in accordance with this Agreement and shipped to its customers prior to the termination. In the event of termination of this Agreement, the

provisions of Sections 1, 2.3, 2.4, 4, 5, 6, 7, 8, 9, 10.2 and 11 and any other clause which by its nature should survive termination shall survive and will remain in full force and effect including any payments due to Matrox.

11.   General

11.1   Except as expressly provided herein, nothing contained in this Agreement shall be construed as granting or conferring any right or license, by implication, estoppel or otherwise, under Matrox's Intellectual Property Rights.

11.2   The performance by Matrox of its obligations hereunder shall be conditional upon and subject to the receipt of all necessary export approvals required by and all restrictions or conditions imposed by any relevant government having jurisdiction thereof and by Licensee complying with all necessary import requirements.

11.3   Wherever provision is made in this Agreement for the giving of any notice, such notice shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, addressed to the party entitled to receive the same or delivered personally to such party, or sent by facsimile transmission or sent by courier,

if to Matrox, to:

Matrox Graphics Inc.
Attention: Legal Department
1055, St-Regis Blvd.
Dorval, Quebec
Canada
H9P 2T4

Tel. No.: (514) 822-6000
Fax No.: (514) 822-6241
(E-mail: legal@matrox.com)

and if to Licensee, at Licensee's last known address. Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and the appropriate answer back or confirmation of successful transmission is received or, if sent by courier, shall be deemed to have been given two (2) business days after delivery to the courier company, or if mailed, ten (10) business days following the date on which such notice was so mailed.

11.4   Licensee shall not, directly or indirectly, assign, transfer, divide, share or sublicense any or all of its rights or obligations under this Agreement to any third party without Matrox's prior written consent, which consent shall not be unreasonably withheld. The rights and liabilities of Licensee hereto shall bind and inure to the benefit of such party's assigns. Any attempted assignment in violation of the provisions of this Section 11.4 shall be

void. Matrox may assign this Agreement to affiliates and sister companies upon notice to Licensee.

11.5   The validity, performance and construction hereof shall be governed by and interpreted in accordance with the laws of the Province of Quebec. Both parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of the district of Montreal, Province of Quebec, Canada with regard to any dispute arising out of or in connection with this Agreement.

11.6   In the event that any section hereof is declared or found to be illegal by any court or tribunal of competent jurisdiction, such section shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions hereof shall remain in full force and effect.

11.7   This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof.

11.8   No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually agreed to in writing by both parties.

11.9   The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter.

11.10   No provision of this Agreement shall be construed to constitute either party as the agent, servant, employee, partner, or joint venture of the other party. The parties to this Agreement are and shall remain independent contractors.

11.11   The headings provided in this Agreement are for convenience only and will not be used in interpreting or construing this Agreement.

11.12   Licensee acknowledges and agrees that Matrox will be irreparably injured if the provisions of Sections 2 (Software License) and 5 (Confidentiality) are not capable of being specifically enforced, and agree that Matrox shall be entitled to equitable remedies for any breach of sections 2 and 5, in addition to, and cumulative with, any legal rights or including the right to damages.

11.13   Liability for damages will be limited and excluded even if any exclusive remedy provided for in the Agreement fails of its essential purpose.

11.14   Matrox shall have the right to audit Licensee, at Matrox's cost, upon a fifteen day notice and during regular business hours, at least once every twelve (12) months to ensure compliance with the terms of this Agreement.

11.15   The parties have agreed to draft this Agreement in English. *Les parties ont consenti à ce que la présente convention soit rédigée en anglais.*

THE UNDERSIGNED HAS READ THE MATROX API LICENSE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

_____
DATE   SIGNATURE

_____
TITLE