

BERNAL MEDIA INC. END USER LICENSE AGREEMENT
FOR THE SOFTWARE PRODUCT "ONE STRANGE WAY" (EULA)
VERSION: 1.0, DATE: NOVEMBER 21,2008

IMPORTANT INFORMATION: This Bernal Media Inc. "One Strange Way" End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Bernal Media Inc. for the product "One Strange Way" that you have licensed. The individual installing and/or using this software represents and warrants that he or she has authority to enter into this agreement with Bernal Media on behalf of the Authorized User, that he or she has read the terms and conditions set out herein and that the Authorized User accepts and agrees to be bound by this agreement. If the Authorized User does not agree with the terms and conditions, the Authorized User must not permit the use of the Product or use this Product.

1) Definitions

Bernal Media means Bernal Media Inc. of Oak Lawn, Illinois, 60453 USA.

Authorized Machine means a single installation of a copy of the Product "One Strange Way" on a single physical computer.

Authorized Use means one copy or instance of the Product "One Strange Way" may be installed by the Authorized User on two computers that the Authorized User owns.

Authorized User means a person (either an individual or a single entity) who purchased a license for the Product "One Strange Way" under the terms and conditions of this agreement.

Commencement Date means the date that Bernal Media processes the payment of the Authorized User.

License means the right to use the Product "One Strange Way" as defined by Authorized Use.

Protected Code means source code and Actionscript code contained within the Product "One Strange Way" that is protected against access by Bernal Media.

2) Term

The term of this agreement begins on the Commencement Date and will continue in full force and effect until terminated in accordance with Clause 12.

3) Copyright

The Product "One Strange Way" is Copyright 2008 Bernal Media Inc. All RIGHTS ARE RESERVED by Bernal Media Inc. International treaty provisions and Copyright laws protect the Product "One Strange Way" including, but not limited to, any art, illustrations, images, story script, story elements, text, character text, character art, character audio, animations, and motion graphics incorporated into the Product "One Strange Way".

4) Purchasing Fee

A one-time fee paid by the Authorized User to Bernal Media, as designated by the Product "One Strange Way", in consideration for the Authorized Use of the Product "One Strange Way". The Purchasing fee is nonrefundable and payable upon acceptance of the terms and conditions set out herein.

5) Grant of Use

Subject to the terms of this agreement, Bernal Media grants to the Authorized User, a perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable use of the Product "One Strange Way" as defined by Authorized Use.

6) No Warranty

The Product "One Strange Way" is provided on an "as is" and "as available" basis without warranty, of any kind or nature, express or implied, including, without limitation, the implied warranties and conditions of merchantability or performance, including without limitation that Bernal Media does not warranty that the Product "One Strange Way" will be error-free, correct, or complete.

7) Authorized User Obligations

The Authorized User must at all times ensure that only an Authorized User and/or his or her immediate family may use the Product "One Strange Way" and only for Authorized Use in accordance with the terms and conditions of this agreement.

8) Unauthorized Distribution or Use

The Authorized User may not distribute or cause the distribution of the Product "One Strange Way" to any third party, whether through deliberate or negligent act or act of omission.

9) Authorized User's Restrictions

The Authorized User will not, without the prior written consent of Bernal Media, which may be withheld in Bernal Media's sole discretion and which may include certain conditions: (9a) reverse engineer, decompile, analyze, disassemble, convert, modify, create derivative works from, adapt, or otherwise attempt to derive, the Protected Code; (9b) redistribute, disseminate, sell, sublicense, reproduce, transmit, circulate, translate or reduce to or from any electronic medium or machine readable form of the Product "One Strange Way" (except that nothing in this paragraph (9b) is intended to prevent an Authorized User undertaking Authorized Use); (9c) amend or vary the Authorized Use without Bernal Media's prior written approval.

10) Limitation of Liability

Without limitation, Bernal Media will not be liable to any person or entity for any damage, loss, cost, expense or other claim (including indirect, directly, consequential, punitive or other damages and loss of data or profits) in relation to the Product "One Strange Way". In no event will Bernal Media's liability under any claims arising out of this agreement exceed the purchase price paid by the Authorized User under this agreement.

11) Ownership / Intellectual Property

This Agreement only confers the right to use the Product "One Strange Way" and does not convey any rights of ownership in or to the Product "One Strange Way". The Authorized User acknowledges that the Product "One Strange Way" and all intellectual property rights in relation to the Product are the property of Bernal Media and Bernal Media is entitled to take whatever action it may decide in order to protect its intellectual property rights in the Product "One Strange Way".

12) Termination

Bernal Media, without prejudice to any other rights, may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Product "One Strange Way" in your possession.

13) Governing Law

This agreement is governed by the laws of the State of Illinois, USA and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in Chicago, Illinois, USA.

14) No Waiver

The failure of Bernal Media to prosecute its rights with respect to a breach hereunder will not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.