

Unified Streaming Software License Agreement

Thank you for choosing software from Unified Streaming. Please read this Agreement carefully before accepting our Proposal and/or before downloading, installing and/or using the Licensed Programs.

We, Unified Streaming, are willing to license the Licensed Programs to you, the Licensee, only upon the condition that you accept the terms contained in this Agreement. By accepting our Proposal and/or by downloading, installing and/or using any of the Licensed Programs, you agree to be bound by this Agreement, and the licenses granted hereunder are subject to any and all terms of this Agreement.

Article 1. Definitions

- a. **"Adaptation"** means (i) a derivative work based upon the Licensed Programs resulting from any addition to the Licensed Programs or of any previous Adaptation, or (ii) a work that (programmatically) interacts with the Licensed Programs or with any previous Adaptation.
- b. **"Agreement"** means this Unified Streaming Platform Software License Agreement.
- c. **"Licensed Programs"** means the "Unified Origin" and/or "Unified Packager" and/or "Unified Capture" and/or "Unified Remix" software, such as specified in the Proposal, which has been developed for general use and is made available to Licensee under the terms of this Agreement on a non-exclusive basis.
- d. **"Licensee"** means an individual or entity that has been granted a license to Use the Licensed Programs under the terms of this Agreement.
- e. **"License Fee"** means the amount of money required to be paid by Licensee to Licensor for the authorized Use of the Licensed Programs under the terms of this Agreement.
- f. **"Licensor"** means Unified Streaming B.V.
- g. **"Maintenance/Support Fee"** means the amount of money required to be paid by Licensee to Licensor for Licensor's standard maintenance and support service for the Licensed Programs.
- h. **"Object Code"** means the translation of the source code of a software program into a code that can be directly read and executed by a computer.
- i. **"Proposal"** means Licensor's offer to Licensee, in whatever format and under whatever name, for delivery of the Licensed Programs and/or provision of related services as specified in that offer.
- j. **"Use"** means to install, use and execute the Licensed Programs in accordance with the terms of this Agreement, including all reproductions thereof, whether temporary or otherwise, which may be necessary for this purpose.

Article 2. License Grant

1. Subject to the terms and conditions hereof and in consideration of payment by Licensee of the License Fee as specified in the Proposal, Licensor hereby grants and Licensee accepts, a non-exclusive, worldwide license to Use the Licensed Programs for the duration and in accordance with the applicable license metrics as specified in the Proposal.
2. The Licensee's license to Use the Licensed Programs under this Agreement extends only to the Object Code of the Licensed Programs.
3. Licensor may require that Licensee only starts to Use the Licensed Programs after having received one or more license keys needed for such Use from Licensor and/or from its Licensor's licensors. These license keys are confidential and must be treated as such by Licensee. Licensor is entitled to take technical measures to protect the Licensed Programs against unauthorized Use. Licensee shall never remove or bypass such technical measures, or have such technical measures removed or bypassed. Licensor is entitled to change the license keys and/or technical measures referred to above.
4. The Licensed Programs may only be Used for Licensee's own business purposes. Licensee shall not Use the Licensed Programs for third parties, for example in the context of a software-as-a-service offering or outsourcing.
5. Except as specifically set forth herein or as otherwise agreed to between Licensor and Licensee, Licensee is not entitled to copy, sublicense, sell, lease, transfer, encumber, assign or make available to third parties the Licensed Programs without Licensor's prior written consent. Any attempt to take any such actions is void, and will automatically terminate Licensee's rights under this Agreement. Notwithstanding the above, Licensee may grant a third party access to the Licensed Programs or have the Licensed Programs hosted in a third-party datacenter, if and to the extent the third party concerned only Uses the Licensed Programs for solely the Licensee.
6. Licensee shall ensure that no unauthorized copy of the Licensed Program shall be made, in whole or in part, in any form. Licensee shall prohibit all users of the Licensed Programs from modifying, reverse-engineering, decompiling, retranslating, or disassembling any part of the Licensed Programs. Notwithstanding the above, Licensee may create Adaptations. All rights not expressly granted by Licensor are hereby reserved.
7. Licensee shall not mask the authorized Use of the Licensed Programs under this Agreement through intermediate hardware and/or software, such as, but not limited to, bridge-head servers, relay servers, bridges, switches, without acquiring appropriate licenses from Licensor. Any attempt to take any such actions is void, and will automatically terminate Licensee's rights under this Agreement.
8. If Licensee elects to make a copy of the Licensed Programs for its own Use (to the extent allowed under this Agreement), all pre-existing embedded copyright notices, disclaimers, and other similar identifications shall be duplicated and displayed on any copy. Licensee shall not be entitled to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the Licensed Programs, unless explicitly agreed upon otherwise in the Proposal.
9. Licensee shall be prohibited from Using the Licensed Programs or creating any Adaptations that in any manner infringes the rights, patents, trademarks or copyrights of any party or entity.
10. Notwithstanding anything set forth in this Agreement, and except as specifically agreed otherwise between Licensor and Licensee, any Use whatsoever of the Licensed Programs or any Adaptation that results in excess of 5,000,000 video streams or images per month or ingest of more than 10 live channels on one Server Instance shall be prohibited.

Article 3. Delivery and installation

1. Licensor shall make the Licensed Programs available as download. At Licensor's discretion, Licensor shall also make available accompanying (user) documentation in digital form in a language determined by Licensor.
2. Licensor shall only install the Licensed Programs at Licensee's business location if this has been agreed upon between the parties. If no agreements have been made for that purpose, Licensee shall itself install, organize, parameterize and tune the Licensed Programs and/or, if necessary, modify its equipment and operating environment used. The installation of the Licensed Programs for Use by Licensee shall be at the sole expense of Licensee.

Article 4. Third-party programs

1. If and insofar as Licensor makes third-party software programs or tools available to Licensee as part of the Licensed Programs, the license terms of the third-part(y)(ies) concerned shall apply in the relationship between Licensor and Licensee with respect to said third-party software programs or tools instead of the terms of this Agreement that differ from those third-party license terms. A current overview of said third-party software programs and tools, including applicable third-party license terms, is available at <http://docs.unified-streaming.com/faqs/general/third-party-licenses.html>.
2. If and insofar as, for whatever reason, the third-party license terms referred to above are deemed not to apply or are declared inapplicable in the relationship between Licensor and Licensee, the terms of this Agreement shall apply in full.

Article 5. Investigation into compliance

1. Licensor reserves the right to investigate, at its own expense, into Licensee's deployment and Use of the Licensed Programs for compliance with the terms of this Agreement. Where reasonably possible Licensor shall give Licensee 30 days prior notice of when such audit will be conducted. Licensee shall cooperate without delay in any such investigation. Should Licensor so request, Licensee shall grant Licensor access to its buildings and systems to facilitate Licensor's investigation.
2. Licensor shall ensure that the audit will be conducted during normal business hours without causing any unreasonable disruption to Licensee's routine business operations.
3. Insofar Licensor obtains any confidential business information of Licensee during its investigation on Licensee's compliance with the terms of this Agreement that does not concern the Use of the Licensed Programs itself, Licensee shall treat such information as confidential.

Article 6. Maintenance and Support

In consideration of payment by Licensee of the Maintenance/Support Fee as specified in the Proposal, Licensor shall provide its standard maintenance and support service in accordance with its then current standard maintenance and support service policies, which shall include e-mail response within 24 hours, in-version upgrades, and bug fixes for the Licensed Programs.

Article 7. Payment of License Fee and Maintenance/Support Fee

1. Licensee shall pay to Licensor the License Fee and/or annual Maintenance/Support Fee as specified in the Proposal. Licensee shall not be permitted to Use the Licensed Programs if the License Fees due have not been timely paid. Licensee shall be solely responsible for any and all taxes based on any fees payable under this Agreement or Licensee's Use of the Licensed Programs hereunder.
2. The payment term is thirty (30) days from the invoice date.
3. Licensor reserves the right to modify the License Fee and/or Maintenance/Support Fee in its sole discretion without justification at any time.

Article 8. Intellectual Property

1. All intellectual property rights to the Licensed Programs provided under this Agreement shall be held solely by Licensor and/or its licensors.
2. To the extent that any Licensee creates an Adaptation, Licensor shall retain all right and title to all intellectual property rights relating to the Licensed Programs and Licensee does not obtain any exclusive rights to any Adaptation.
3. Licensor irrevocably and unconditionally agrees that in the event of a third-party claim against Licensee and/or its present and former shareholders, directors, officers, employees, agents, principals, successors and assigns on the allegation that the Licensed Programs made available by Licensor under this Agreement and Used by Licensee in accordance with this Agreement, unmodified from the form made available to Licensee under this Agreement and without being combined with anything else, directly infringe an intellectual property right of that third party, it shall try

to resolve that third-party claim. If Licensor is unable to resolve the third-party claim under commercially reasonable terms, it may (a) modify or replace the Licensed Programs with a functional equivalent, or (b) if it cannot reasonably perform (a), terminate this Agreement and refund any amount paid by Licensee for Use of the Licensed Programs after the termination date.

4. Licensee agrees that Licensor shall be released from the obligations under paragraph (3) above unless Licensee provides Licensor with: (a) prompt written notice of any such claim, or possibility thereof; (b) sole control and authority over the defense or settlement of such claim; and (c) proper and full information and assistance to settle and/or defend any such claim.

5. Licensor's entire liability in respect of alleged infringement of any third-party intellectual property right by the Licensed Programs shall be limited to the obligations set out in this Article 8.

Article 9. Confidentiality

1. Licensor and Licensee shall ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret, unless and to the extent such party is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or doing so is necessary for the proper performance of this Agreement. The receiving party may only use the confidential information of the other party for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.

2. Licensee acknowledges that the Licensed Programs are always confidential in nature and that the Licensed Programs contain trade secrets of Licensor and/or its licensors.

Article 10. Warranty

1. Licensor represents and warrants that for a period of three (3) months from the date on which the Licensed Programs are made available to Licensee, the Licensed Programs (a) shall not materially deviate in all material respects from the documentation for the Licensed Programs if and to the extent such documentation is made available to Licensee annex to the Licensed Programs, and (b) shall not contain any virus, worm, trap door, back door, timer, counter or other limiting routine, instruction or design that would itself, or may enable Licensor or any other person or entity to (i) erase, destroy, corrupt, or alter data or programming without the consent of Licensee; (ii) discontinue or interrupt Licensee's effective Use of the Licensed Programs or any combined product in the full manner for which it was designed, licensed or created; or (iii) bypass any internal or external software security measure to obtain access to data of Licensee without the consent or knowledge of Licensee.

2. In the event of a breach of the warranty set out this Article 10, Licensor shall repair or replace the affected Licensed Programs so that these conform to the foregoing warranty, or, if after using commercially reasonable efforts, Licensor is unable to repair or replace the Licensed Programs, Licensor shall refund to Licensee the total amount of License Fees and support fees paid by Licensee in connection with such Licensed Programs.

3. Except as expressly set forth in this Agreement, the Licensed Programs are provided on an "as is" basis, without warranties or conditions of any kind, either express or implied including, without limitation, any warranties or conditions of title, non-infringement, merchantability or fitness for a particular purpose.

Article 11. Force Majeure

In the event that Licensor fails to perform its obligations under this Agreement, or fails to perform such obligations in good time or properly, as a result of a force majeure event, such obligations will be suspended until such time Licensor is able to perform these obligations in the agreed manner.

Article 12. Limitation of Liability

1. Licensor's total liability due to an attributable failure in the performance of this Agreement or on any other legal basis whatsoever, expressly including each and every failure by Licensor to fulfil a warranty obligation agreed with Licensee, will be limited to compensation for direct loss or damages up to a maximum of (i) the amount paid by Licensee for the Licensed Programs under this Agreement for the applicable contract year, or (ii) EUR 250,000 (two hundred fifty thousand euros), whichever amount is less.

2. To the extent not prohibited by law, in no event will Licensor (or its licensors) be liable for any lost revenue or profit, for any corruption, destruction or loss of data, for any loss as a result of claims of Licensee's customers, or for any special, indirect, incidental, consequential, punitive or exemplary damages arising out of this Agreement or out of the Use of the Licensed Programs, however caused regardless of the theory of liability, expressly including each and every failure by Licensor to fulfil a warranty obligation agreed with Licensee, even if Licensor has been advised of the possibility of such loss or damages.

3. The exclusions and limitations of Licensor's liability as stated above shall cease to apply if and insofar as the loss or damages are the result of intent or willful recklessness on the part of Licensor's senior management.

4. Unless performance by Licensor is permanently impossible, Licensor shall only be liable due to an attributable failure in the performance of the Agreement if Licensee declared Licensor to be in default in writing without delay and grants Licensor a reasonable term to remedy the breach, and Licensor continues to fail in its performance of the Agreement also after this term has passed. The notice of default must describe the alleged breach as comprehensively and in as much detail as possible in order to give Licensor the opportunity to respond adequately.

5. For any right to compensation Licensee must always report the loss or damage to Licensor in writing as soon as possible after the loss or damage has occurred. Each claim for compensation against Licensor shall be barred by the mere expiry of a period of 24 months following the inception of the claim, unless Licensee has instituted a legal action for damages prior to the expiry of this period.

Article 13. Indemnity

1. Licensee irrevocably and unconditionally agrees that it shall indemnify and hold harmless Licensor and its present and former shareholders, directors, officers, employees, agents, principals, successors and assigns (all being hereinafter referred to as the "**Licensor Indemnitees**"), and each of them, for and against any third-party claim or action based on the allegation that any of:

- (i) Licensee's modification of the Licensed Programs;
- (ii) Licensee's Use of the Licensed Programs in combination with any products or services not provided by Licensor;
- (iii) Licensee's Use of a version of the Licensed Programs other than the most current or immediately preceding version;
- (iv) information, design, specification, instruction or other material provided by Licensee; or
- (v) Licensee's Use of the Licensed Programs other than in accordance with this Agreement and other applicable documentation, instructions, and information provided by Licensor or its representatives,

infringes an intellectual property right of that third party. If such claim is awarded against a Licensor Indemnitee, Licensee shall compensate such Licensor Indemnitee for the full amount of the award plus the reasonable legal fees incurred by such Licensor Indemnitee.

2. Licensee shall also indemnify and hold harmless Licensor and Licensor Indemnitees for and against any damages, losses, liabilities, settlements and expenses (including, without limitation, legal costs and attorneys' fees) in connection with any third-party claim or action that arises from an alleged violation of the terms of this Agreement or otherwise from Licensee's Use of the Licensed Programs.

Article 14. Effective Date and Renewal

1. The rights and licenses granted hereunder shall commence on the date this Agreement is signed by both Licensee and Licensor, or on the date the Licensed Programs are downloaded by Licensee, whichever is first.

2. The term of this Agreement is equal to the initial term as specified in the Proposal (the "**Initial Term**"). Upon expiry of the Initial Term, this Agreement will renew automatically for subsequent additional periods of the same duration as the Initial Term, unless either party terminates this Agreement at the end of the then current contract period taking into account a 6 (six)-month notice period.

Article 15. Termination

1. Each party shall only be authorized to terminate this Agreement for cause, in whole or in part, due to an attributable failure in the performance of the Agreement if the other party, in all cases after a written notice of default

has been issued that is as detailed as possible and that grants a reasonable term to remedy the breach, continues to fail in the performance of the Agreement also after this term has passed.

2. License Fees invoiced by Licensor prior to termination as referred to under paragraph (1) above shall remain payable in full and shall become immediately due and payable at the time of termination, unless Licensee proves that Licensor is in default with respect to an essential part of the Licensed Programs.

3. Licensor may also terminate this Agreement for cause in writing, in whole or in part, without any notice of default being required and with immediate effect, if Licensee is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for Licensee, or the company of Licensee is liquidated or dissolved other than for restructuring or a merger of companies. Licensor is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph (3). If Licensee goes irrevocably bankrupt, its license to Use the Licensed Programs shall end automatically without termination by Licensor being required.

4. Following the end of this Agreement, whether through expiration or termination for whatever reason, Licensee shall immediately cease Using the Licensed Programs and shall, upon Licensor's request, either (a) return all copies of the Licensed Programs in its possession to Licensor without delay, or (b) destroy the copies concerned and report the destruction to Licensor in writing without delay.

Article 16. Applicable law and disputes

1. This Agreement shall be governed by the laws of the Netherlands. The Vienna Sales Convention (CISG) shall not apply.

2. Any disputes arising under or in connection to this Agreement shall be brought to the exclusively competent court in Amsterdam, The Netherlands.

Article 17. Miscellaneous

1. The terms and conditions of this Agreement apply to the Proposal. The applicability of Licensee's purchasing or other conditions is specifically excluded.

2. Licensor may transfer and assign any of its rights and obligations under this Agreement to a third party without Licensee's consent. Licensee's rights and obligations under this Agreement cannot be transferred and assigned to a third party without Licensor's prior written consent.

3. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the Use of the Licensed Programs and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No one other than Licensor has the right to modify or amend this Agreement.

4. If any provision of this Agreement is null and void or is voided, the other provisions of this Agreement will remain fully in effect. In this case, Licensor and Licensee will consult with one another to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.

5. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by Licensor. Any consent by Licensor to, or waiver of, a breach by Licensee whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided by Licensor.

6. Licensee agrees to comply with all European Union and foreign export control laws or regulations applicable to the Licensed Programs, and agrees and certifies that it will not export or re-export, directly or indirectly, the Licensed Programs contrary to such laws and regulations. Licensee shall promptly notify Licensor of any export restrictions that may apply to Licensee. The Licensed Programs provide technology that may be subject to export controls regulations. Licensee acknowledges and agrees that the Licensed Programs shall not be Used in or by, and none of the underlying information or technology may be transferred or otherwise exported or re-exported to any embargoed country or a national or resident thereof. Country embargoes are subject to change without notice. By using the Licensed Programs, Licensee warrants that it is not located in, under the control of, or a national or resident of an embargoed country. Licensee assumes sole responsibility for obtaining licenses to export or re-export as may be required.



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