Exterity Software End User License Agreement

BEFORE YOU USE THIS SOFTWARE, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. BY ALLOWING USERS TO DOWNLOAD THE SOFTWARE YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING THE LICENSEE TO THIS LICENCE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENCE DO NOT USE THE SOFTWARE.

When you accept this software by allowing users to download and install this software product, Exterity Limited, a company incorporated in Scotland (Registered Number SC255313) and having its Registered Office at St Davids House, St Davids Drive, Dalgety Bay, Fife KY11 9NB ("Exterity") grants you a non-exclusive, non-transferable Licence for the accompanying software product, including (if applicable) electronic documentation and associated material (the "Software"). This Licence permits you to Use (as hereinafter defined) the Software on a single computer system or server for access over a network (the "System") for use by the maximum number of users specified in the documentation accompanying this Software upon the terms and subject to the conditions contained in this Licence.

1. Definitions

- 1.1 In this License, "Software" means the software created by Exterity Ltd.
- 1.2 In this Licence "Use" shall mean to load, execute, store, transmit, display or otherwise use the Software for your legitimate business purpose.
- 1.3 One (1) copy of the Software may be made for back-up provided it contains the same copyright information as the original.

2. License Restrictions

Upon accepting this Licence you undertake:

- 2.1 to use the software as PC software
- 2.2 not use the software to enable decoding functionality as part of a third party product, unless that product has as its sole purpose the display of television or similar function, for example a Digital Signage product.
- 2.3 subject to Clause 1.1 above, not to make or distribute copies of the Software;
- 2.4 not to alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form;
- 2.5 not to sell, loan, lease, rent, redistribute, sublease or sub-license the Software;
- 2.6 not to create derivative works based upon the Software:
- 2.7 to supervise and control Use of the Software in accordance with this Licence;
- 2.8 to ensure that your employees, agents and other parties who will use the Software are notified of this Licence and the terms of this Licence prior to such party using the same; and
- 2.9 within 14 days after the date of termination or discontinuance of this Licence for any reason, to destroy all copies of the Software.

3. Ownership

3.1 Exterity and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and all copies thereof. All rights not specifically granted in this Licence, including International Copyrights, are reserved by Exterity and its suppliers.

4. Warranty Disclaimer and Limitation of Liability

- 4.1 All software is provided "as is" without any warranties of any kind. Exterity and its suppliers expressly disclaim all warranties, express or implied, regarding the software or the documentation, including without limitation any implied warranties of merchantability or fitness for any particular purpose to the fullest extent permitted by law.
- 4.2 Exterity and its suppliers shall not be liable for any losses, claims, costs, expenses, liabilities and/or damages whatsoever or howsoever arising directly or indirectly in connection with this Licence, the Software, its Use or otherwise except to the extent that such liability may not lawfully be excluded under the applicable law.
- 4.3 Notwithstanding the generality of Clause 4.2 above, in no event shall Exterity or its suppliers be liable for any loss of use, interruption of business, or any direct, indirect, special, incidental or consequential damages (including lost profit or lost data)

5. Consumer End Users Only

- 5.1 The limitations or exclusions of warranties and liability contained in this Licence do not affect or prejudice the statutory rights of a consumer (i.e., a person acquiring goods otherwise than in the course of a business).
- 5.2 The limitations or exclusions of warranties, remedies or liability contained in this Licence shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located

6. Third Party Software

- 6.1 The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at http://www.exterity.com and are made a part of and incorporated by reference into this Licence.
- 6.2 This software uses libraries from the FFmpeg project under the LGPLv2.1

7. Termination

7.1 Exterity may terminate the license at any time forthwith upon written notice to you and if you are notified of such termination you must destroy all copies of the Software.

8. General

- This Licence shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

 The failure or delay of Exterity to exercise any of its rights under this Licence or upon any breach of this Licence shall not be deemed a waiver of those rights. 8.1
- 8.2
- 8.3 No Exterity dealer, agent or employee is authorized to make any amendment to this Licence.