

SOLVEIG MULTIMEDIA END USER LICENSE COMMERCIAL AGREEMENT

This End User License Commercial Agreement ("EULAC") is a legal binding agreement between you (in case hereby you act as individual) or your employer (in case hereby you act as employee) and Solveig Multimedia Germany GmbH, a company duly incorporated under the laws of Germany with its principal offices at Pflugacker 11C, 22523 Hamburg, Germany ("Solveig Multimedia"). In case you act as an employee, your employer hereby should be considered as proper licensee, even if you are the only person familiar with this EULAC.

1. DEFINITION

- 1.1. For the purpose of this EULAC "Solveig Multimedia's Software" means all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULAC is provided, including but not limited to (i) Solveig Multimedia's or third party computer information or software; (ii) digital images, stock photographs, clip art, sounds or other artistic works; (iii) related explanatory written materials or files; and (iv) fonts;

2. LICENSE AND RESTRICTIONS

- 2.1. Upon acceptance of this EULAC Solveig Multimedia authorizes you to download and to install one (1) copy of the Solveig Multimedia's Software. In case you wish to use multiple copies of the Solveig Multimedia's Software you must obtain additional licenses;
- 2.2. Evaluation version. In case of Solveig Multimedia's Software is not properly registered by you or your predecessor (previous end user), this EULAC grants you the following rights:
- 2.2.1. Use – You may use each copy of Solveig Multimedia's Software solely for your internal evaluation, trial and testing purposes only on one (1) computer and maximum two (2) screens, attached to the computer the Solveig Multimedia's Software is installed on in strict compliance with the terms, stated below;
- 2.2.2. Copy for backup purposes – You may make one (1) copy of the Solveig Multimedia's Software in machine-readable form for backup purposes only. You must clearly state on such copy Solveig Multimedia copyright notices and you must not transfer, sell, lease or lend such backup copy or use it for other purposes;
- 2.3. Registered version. In case of Solveig Multimedia's Software is registered by you or your predecessor (previous end user), this EULAC grants you the following rights:
- 2.3.1. Use – You may use each copy of Solveig Multimedia's Software for your internal commercial usage on one (1) computer and maximum two (2) screens, attached to the computer the Solveig Multimedia's Software is installed on; For the purpose of this EULAC "Commercial usage" of and "Commercial activity" with Solveig Multimedia's Software means activity in such manner that the Software is intended primarily for Licensee's direct revenue-generating use or is intended to serve as a main resource to generate revenue for Licensee, including monitoring and testing equipment;
- 2.3.2. Copy for backup purposes – You may make one copy of the Solveig Multimedia's Software in machine-readable form for backup purposes only. You must clearly state on such copy Solveig Multimedia copyright notices and you must not transfer, sell, lease or lend such backup copy or use it for other purposes;
- 2.3.3. Transferring in of rights - Notwithstanding to the contrary in Section 2.5.4 below you may transfer all your rights to use the Solveig Multimedia's Software to another person or legal entity provided that: (a) you also transfer each this EULAC, the Solveig Multimedia's Software and all other software or hardware bundled or pre-installed with the Solveig Multimedia's Software, including all copies, updates and prior versions, and all copies of font software converted into other formats, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this EULAC;
- 2.4. Evaluation version. In case of Solveig Multimedia's Software is not properly registered by you or your predecessor (previous end user), then in addition to the restrictions, stated in the Sections 2.5.1, 2.5.2, 5.3, 2.5.4, 2.5.5, 2.5.6 and 2.5.7 below you also may not use the Solveig Multimedia's Software for purposes, other than evaluation, trial and testing purposes;
- 2.5. Registered version. In case of Solveig Multimedia's Software is registered by you or your predecessor (previous end user), then in no event will your performance of your activities with Solveig Multimedia's Software be outside the scope and/or contrary to the Section 2.3, including, but not limited:
- 2.5.1. You may not alter, merge, adapt or translate the Solveig Multimedia's Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Solveig Multimedia's Software to a human-perceivable form, including but not limited to source code;

- 2.5.2. You may not make any modifications to the Solveig Multimedia's Software;
 - 2.5.3. You may not make any copies of the Solveig Multimedia's Software or its related documentation for any purpose unless you fully comply with the conditions abovementioned regarding "Copy for backup purposes";
 - 2.5.4. **You may not sell, distribute, rent, lease, sublicense or authorize all or any portion of the Solveig Multimedia's Software to be copied onto another user's computer;**
 - 2.5.5. You may not unbundle the component parts of the Solveig Multimedia's Software for use on different computers;
 - 2.5.6. Solveig Multimedia's Software, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Solveig Multimedia's Software;
 - 2.5.7. In addition to any other condition or provision concerning jurisdiction or any other aspect of international law, you are also responsible for compliance with the laws of your local jurisdiction;
- 2.6. You should be aware that this EULAC does not comprise all the technology, or include licenses to all of the patents or other intellectual property, required to use or distribute the Solveig Multimedia's Software.

In case the **Solveig Multimedia's** Software implements H.264 (AKA "AVC" or "MPEG-4 part 10") Encoder or Decoder, then this notice comes into force: **THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpeg-la.com);** In case the **Solveig Multimedia's** Software implements MPEG-2 Encoder, then this notice comes into force: **ANY USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C, 250 STEELE, SUITE 300, DENVER, COLORADO 80206;** In case the **Solveig Multimedia's** Software implements MPEG-4 Visual Decoder and Encoder, then this notice comes into force: **THIS PRODUCT IS LICENSED UNDER THE MPEG-4 VISUAL PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER FOR (i) ENCODING VIDEO IN COMPLIANCE WITH THE MPEG-4 VISUAL STANDARD ("MPEG-4 VIDEO") AND/OR (ii) DECODING MPEG-4 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED BY MPEG LA TO PROVIDE MPEG-4 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION INCLUDING THAT RELATING TO PROMOTIONAL, INTERNAL AND COMMERCIAL USES AND LICENSING MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpeg-la.com);** In case the **Solveig Multimedia's** Software implements MPEG-4 Systems Encoder then, this notice comes into force: **THIS PRODUCT IS LICENSED UNDER THE MPEG-4 SYSTEMS PATENT PORTFOLIO LICENSE FOR ENCODING IN COMPLIANCE WITH THE MPEG-4 SYSTEMS STANDARD, EXCEPT THAT AN ADDITIONAL LICENSE AND PAYMENT OF ROYALTIES ARE NECESSARY FOR ENCODING IN CONNECTION WITH (i) DATA STORED OR REPLICATED IN PHYSICAL MEDIA WHICH IS PAID FOR ON A TITLE BY TITLE BASIS AND/OR (ii) DATA WHICH IS PAID FOR ON A TITLE BY TITLE BASIS AND IS TRANSMITTED TO AN END USER FOR PERMANENT STORAGE AND/OR USE. SUCH ADDITIONAL LICENSE MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpeg-la.com) FOR ADDITIONAL DETAILS;** In case the **Solveig Multimedia's** Software includes H.264/AVC CODECS **YOU MAY NOT USE THEM WITH ANY OTHER SOFTWARE, EXCEPT GIVEN SOLVEIG MULTIMEDIA'S SOFTWARE;** In case the **Solveig Multimedia's** Software implements Dolby Digital Consumer Decoder, then this notice comes into force: **THIS PRODUCT CONTAINS ONE OR MORE PROGRAMS PROTECTED UNDER INTERNATIONAL AND U.S. COPYRIGHT LAWS AS UNPUBLISHED WORKS. THEY ARE CONFIDENTIAL AND PROPRIETARY TO DOLBY LABORATORIES. THEIR REPRODUCTION OR DISCLOSURE, IN WHOLE OR IN PART, OR THE PRODUCTION OF DERIVATIVE WORKS THEREFROM WITHOUT THE EXPRESS PERMISSION OF DOLBY LABORATORIES IS PROHIBITED. COPYRIGHT 1993-2002 BY DOLBY LABORATORIES. ALL RIGHTS RESERVED;**

You agree that Solveig Multimedia may audit your use of the Solveig Multimedia's Software for compliance with these terms at any time, upon reasonable notice. Solveig Multimedia reserves its right to discontinue any Internet based services, which may be available to you in relation to the Solveig Multimedia's Software, at its sole discretion.

3. UPDATE AND UPGRADE POLICY.

- 3.1.** For the purpose of this EULAC the "Update" shall mean a modification to the Solveig Multimedia's Software that contains corrections of errors and minor enhancements, and "Upgrade" shall mean a modification to the Solveig Multimedia's Software that provides additional features or performs additional functions not provided or performed by the Solveig Multimedia's Software originally delivered to you;
- 3.2.** Until the new major version of the Solveig Multimedia's Software is released you may receive from Solveig Multimedia the Updates to the Solveig Multimedia's Software at free of charge. As soon as Solveig Multimedia releases the new major version of the Solveig Multimedia's Software you will have to purchase from Solveig Multimedia the additional license to use the Updated Solveig Multimedia's Software;
- 3.3.** It is hereby stated that unless you purchase from Solveig Multimedia the additional license you will not be entitled to receive Upgrades to the Solveig Multimedia's Software;
- 3.4.** The conditions of this EULAC apply to any Update, Upgrade or additional component added to the Solveig Multimedia's Software originally installed by you. In case that these include a separate agreement, its conditions will be in addition to the conditions of this EULAC, unless the separate agreement specifies that its conditions prevail over the original conditions, and there is no doubt that the new agreement was approved by Solveig Multimedia.

4. TERMINATION

- 4.1.** Evaluation version. In case of Solveig Multimedia's Software is not properly registered by you or your predecessor (previous end user), this EULAC and, accordingly, use of Solveig Multimedia's Software shall terminate immediately without notice from Solveig Multimedia upon the expiration of 30 calendar days from installation of Solveig Multimedia's Software on your computer (Evaluation period). In this case you must delete or destroy the Solveig Multimedia's Software, the backup copy, related documentation and all copies thereof. As of the moment of this termination, you may no longer reuse the Solveig Multimedia's Software for any purpose without registration of the Solveig Multimedia's Software;
- 4.2.** Registered version. In case of Solveig Multimedia's Software is registered by you or your predecessor (previous end user), then Solveig Multimedia may terminate this EULAC in the event you break any provision under this EULAC. In these cases you must delete or destroy the Solveig Multimedia's Software, the backup copy, related documentation and all copies thereof without the refund of the amounts paid you for Solveig Multimedia's Software.

5. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1.** EXCEPT FOR THE SERVICE MENTIONED IN THE SECTION 3.2 ABOVE, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS SOLVEIG MULTIMEDIA MAKES NO WARRANTIES HEREUNDER TO YOU WITH RESPECT TO THE SOLVEIG MULTIMEDIA'S SOFTWARE AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR ARISING OUT OF A COURSE OF CONDUCT OR COURSE OF DEALING, INCLUDING ALL WARRANTIES OF TITLE, PERFORMANCE, USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. SOLVEIG MULTIMEDIA ALSO MAKES NO WARRANTY REGARDING NON INTERRUPTION OF USE. NO ORAL OR WRITTEN STATEMENT PROVIDED BY SOLVEIG MULTIMEDIA SHALL CREATE ANY WARRANTY;
- 5.2.** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS, IN NO EVENT SHALL SOLVEIG MULTIMEDIA BE LIABLE FOR ANY LOST PROFITS, REVENUE OR BUSINESS OPPORTUNITY, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATED TO THE SOLVEIG MULTIMEDIA'S SOFTWARE, ANY PART THEREOF, THE DOCUMENTATION OR OTHERWISE RELATED TO THIS EULAC, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT SOLVEIG MULTIMEDIA'S SOFTWARE LIABILITY, OR OTHERWISE, EVEN IF SOLVEIG MULTIMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- 5.3.** TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS, IN NO EVENT SHALL SOLVEIG MULTIMEDIA'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE SOLVEIG MULTIMEDIA'S SOFTWARE, ANY PART THEREOF, THE DOCUMENTATION OR OTHERWISE RELATING TO THIS EULAC, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED 100% (ONE HUNDRED PERCENT) OF THE CUMULATIVE LICENSE FEE, PAID BY YOU IN ACCORDANCE WITH THE EULAC. THIS LIMITATION SHALL APPLY

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN;

5.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CERTAIN DAMAGES OR LIABILITIES, SO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 5.2 AND 5.3 ABOVE MAY NOT APPLY IN FULL OR IN PART.

6. MISCELLANEOUS

- 6.1. This EULAC shall be construed in accordance with and governed by the law of Germany;
- 6.2. This EULAC constitutes the entire agreement between you and Solveig Multimedia with respect to the use of the Solveig Multimedia's Software and it supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Section may be excluded by your written agreement with Solveig Multimedia. Special rules may apply to the use of certain Solveig Multimedia's Software, which is listed in Solveig Multimedia's website and are incorporated into these EULAC by reference.
- 6.3. Solveig Multimedia may elect to deliver the Solveig Multimedia's software electronically via e-mail or internet download. Hereby you acknowledge that problems can arise during electronic data transmission and you assume all responsibility for verifying that any transmitted data is complete and correct;
- 6.4. As a rule, all notices, requests and demands given to or made upon the Parties shall be in writing and shall be delivered with delivery receipt. At the same time, in accordance with this EULAC some notices may be sent by the e-mail or fax. Each Party hereby acknowledges that all notices delivered under this EULAC should be addressed as follows:

Solveig Multimedia
E-mail: info@solveigmm.com

Any such notice shall be deemed received upon actual receipt;

Your use of the Solveig Multimedia's Software, as defined above, signifies your approval and acceptance to these terms and conditions contained in this EULAC. If you do not agree to the terms and conditions of this EULAC, you are not authorized to use the Solveig Multimedia's Software in any way, including but not limited to downloading, installing or copying Solveig Multimedia Software.

In case you have any questions concerning this EULAC or the Solveig Multimedia's Software and its installation, you may contact Solveig Multimedia's support team at the address above, or by sending an Email to support@solveigmm.com or visiting Solveig Multimedia's website: <https://www.solveigmm.com>