

## END USER LICENSE AGREEMENT\*

\* NOTE TO LICENSEES – THE MOST RECENT VERSION OF THIS AGREEMENT MAY BE FOUND ON LIBRESTREAM'S WEBSITE – SEE <http://www.librestream.com/products/termsofuse.html>

### **IMPORTANT** – PLEASE READ THIS AGREEMENT CAREFULLY.

LIBRESTREAM IS WILLING TO LICENSE THE SOFTWARE TO LICENSEES AND ALLOW LICENSEES TO USE THE SOFTWARE AS CONTEMPLATED HEREIN ONLY UPON THE CONDITION THAT EACH LICENSEE ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT THAT APPLY TO THAT LICENSEE'S USE OF THE SOFTWARE, BE IT 'PERPETUAL LICENSING' OR 'SUBSCRIPTION LICENSING' (AS EACH OF THOSE TERMS IS DEFINED HEREIN).

LIBRESTREAM USES A SINGLE AGREEMENT THAT APPLIES TO ALL USES OF THE SOFTWARE, REGARDLESS OF WHETHER SUCH USE CONSTITUTES PERPETUAL LICENSING OR SUBSCRIPTION LICENSING. UNLESS EXPRESSLY LIMITED TO PERPETUAL LICENSING OR SUBSCRIPTION LICENSING, AS THE CASE MAY BE, THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO BOTH LICENSING MODELS.

FOR ALL INTENTS AND PURPOSES, EACH PERSON WHO DOWNLOADS, INSTALLS, OR USES ANY SOFTWARE (INCLUDING, FOR GREATER CERTAINTY, RUNNING ANY OF THE SOFTWARE IN ANY VIRTUAL ENVIRONMENT), OR USES ANY LIBRESTREAM PRODUCT, IS DEEMED TO BE A LICENSEE, WITH SUCH DOWNLOADING, INSTALLATION AND/OR USE CONSTITUTING IMMEDIATE AND AUTOMATIC ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, WHICH WILL BE BINDING ON, AND ENFORCEABLE AGAINST, THAT LICENSEE.

IF ANY POTENTIAL LICENSEE DOES NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, THEN LIBRESTREAM IS NOT WILLING TO LICENSE ANY OF THE SOFTWARE TO THAT LICENSEE OR TO ALLOW THAT LICENSEE TO USE ANY OF THE SOFTWARE OR ANY LIBRESTREAM PRODUCT. IN SUCH A CASE:

- (a) DO NOT DOWNLOAD, INSTALL OR USE ANY SOFTWARE, OR RUN ANY OF THE SOFTWARE IN ANY VIRTUAL ENVIRONMENT,
- (b) IF YOU HAVE ALREADY ACQUIRED THE SOFTWARE, RETURN THE SOFTWARE FOR A FULL REFUND OR, IF THE SOFTWARE IS SUPPLIED AS PART OF A LIBRESTREAM PRODUCT, RETURN THAT LIBRESTREAM PRODUCT FOR A FULL REFUND, AND
- (c) IF YOU HAVE ALREADY INSTALLED THE SOFTWARE ON A COMPUTING DEVICE, DELETE THE SOFTWARE FROM THAT COMPUTING DEVICE.

### **1. DEFINITIONS.**

1.1 **"Agreement"** means this End User License Agreement, including any Schedule attached hereto.

1.2 **"Computing Device"** means any electronic and/or computing device that is capable of running the Librestream Software, including a Librestream Product.

1.3 **"Confidential Information"** means (a) the Software and any portions, components or sub-files thereof; (b) the structure, sequence, internal design and organization of the Software and the concepts, methods of operations and ideas disclosed therein, together with all associated interface information; (c) any trade secrets relating to the Software and/or any Librestream Product; (d) any tangible items marked "confidential" or with a similar designation by Librestream or any of its distributors or other representatives or by any Third Party Licensor, and/or any information disclosed visually or verbally and identified by Librestream or any such distributor or other representative as confidential at the time of disclosure; and (e) the terms and conditions of this Agreement.

1.4 **"Device Subscription"** means a Subscription License that is assigned to a specific Computing Device or to a specific instance of a running virtual machine.

1.5 **"Master License"** means a license comprising numerous Individual User Accounts and External Guest User Accounts.

1.6 **"External Guest User Account"** means a User Account that is neither a Group User Account nor an Individual User Account and that is intended for use by a variety of individuals not directly employed by Licensee on a short-term, temporary basis. Only available with an Master License.

1.7 “**Group User Account**” means a User Account that has been assigned to a specific group of individuals to share among themselves.

1.8 “**Individual User Account**” means a User Account that has been assigned to a specific individual.

1.9 “**Intellectual Property**” means any patents, patent rights, trademarks, service marks, registered designs, topography and semiconductor mask work rights, applications for any of the foregoing, copyrights, know-how, unregistered design rights, trade secrets and any other similar protected rights in any country.

1.10 “**Librestream**” means Librestream Technologies Inc.

1.11 “**Librestream Product**” means any product developed by or for Librestream that incorporates any of the Software in any manner whatsoever.

1.12 “**Librestream Software**” means any software that is proprietary to Librestream and that is not Third Party Software, and includes in particular the Librestream software identified in **Schedule A** hereto.

1.13 “**Licensee**” means, collectively, each and every person who downloads any of the Software, who installs any of the Software and/or who uses any of the Software and/or any Computing Device on which any of the Software has been installed or has otherwise been incorporated.

1.14 “**party**” means each of Licensee and Librestream, and “**parties**” means both Licensee and Librestream.

1.15 “**Perpetual Licensing**” means a license that is granted by Librestream pursuant to this Agreement to use the Software in perpetuity, subject to termination in accordance with the provisions of Section 10.

1.16 “**person**” includes an individual, a sole proprietor, a partnership, a corporation, a trust, a syndicate, a joint venture and any other business or legal entity of any nature or kind whatsoever.

1.17 “**Purchase Order**” means the purchase order or other documentary evidence of any nature or kind whatsoever that is related to this Agreement and that was submitted to and accepted in writing by Librestream.

1.18 “**Software**” means, collectively, the Librestream Software and the Third Party Software, and includes:

(a) all of the contents of the files, disk(s), CD-ROM(s) or other media or downloads of any of the Software which are installed on any Computing Device (including firmware), or which are otherwise made available online by Librestream or any Third Party Licensor including:

(i) all Librestream or Third Party Licensor computer information or software; and

(ii) any and all related instructional or supplementary documentation in human or machine readable form supplied or otherwise made available by Librestream or any Third Party Licensor; and

(b) all Upgrades in respect of which Licensee has paid the applicable license, subscription, maintenance and/or support fee(s).

1.19 “**Subscription Licensing**” or “**Subscription License**” means a license that is granted by Librestream pursuant to this Agreement to use the Software for a specified period of time, subject to termination in accordance with the provisions of Section 10.

1.20 “**Third Party Licensors**” means, collectively, those third parties who are the respective owners of the Third Party Software, and “**Third Party Licensor**” means any such third party.

1.21 “**Third Party Software**” means the software of a person other than Librestream that is embedded with the Librestream Software or that is otherwise provided to a Licensee by Librestream along with the Librestream Software.

1.22 “**Third Party Software License Agreement**” means a license agreement for a particular Third Party Software product, in the form attached to this End User License Agreement as a Schedule or in the form expressly referenced in any such Schedule.

1.23 “**use**” or “**using**” includes downloading, installing or copying any of the Software, running any of the Software (including in any virtual environment), or otherwise benefiting from the functionality of any of the Software and/or any Computing Device on which any of the Software has been installed or has otherwise been incorporated.

1.24 “**User Account**” means an account required for any individual or group of individuals who wish to use a Subscription

License.

1.25 **“Upgrades”** means all upgrades, modified versions, updates, additions and copies of any Software (including related documentation) which are provided, installed or made available online or otherwise by Librestream or any Third Party Licensor.

## **2. LIMITED LICENSE.**

2.1 Subject to Licensee's strict compliance with the terms and conditions of this Agreement, Librestream hereby grants to Licensee, during the term of this Agreement, a worldwide, non-transferable, non-exclusive, revocable, royalty-free limited license to use the Software for Licensee's internal business purposes on Computing Devices owned or under the control of Licensee and for no other purpose whatsoever. For greater certainty:

(a) some of the Third Party Software is licensed to Licensee in accordance with the provisions of the Third Party Software License Agreement applicable thereto, which Licensee acknowledges reading and agrees is binding on Licensee;

(b) all of the Librestream Software and all Third Party Software that is not subject to a Third Party Software License Agreement is licensed to Licensee in accordance with the terms and conditions of this End User License Agreement; and

(c) any default or non-compliance on the part of Licensee or those for whom it is responsible in law with the terms and conditions of this End User License Agreement or with the provisions of any Third Party Software License Agreement shall constitute default and non-compliance by Licensee with this End User License Agreement and all Third Party Software License Agreements.

2.2 A Licensee may not:

(a) use the Software on a Perpetual Licensing basis or on a Device Subscription basis on any Computing Device for which that Licensee does not have a valid license key/release key for which Licensee has paid to Librestream the required license fee; or

(b) use, or allow the use of, the Software on an Individual User Account Subscription Licensing basis on more than four Computing Devices running concurrently for any particular Individual User Account, it being acknowledged and agreed by Licensee that the Software will not run for an individual on a Computing Device, on an Individual User Account Subscription Licensing basis, unless and until the individual to whom an Individual User Account has been issued or assigned has successfully logged in to his/her User Account.

(c) use, or allow the use of, the Software on a Group User Account Subscription Licensing basis on more than one Computing Device for any particular Group User Account, it being acknowledged and agreed by Licensee that the Software will not run for an individual on a Computing Device, on a Group User Account Subscription Licensing basis, unless and until an individual to whom a Group User Account has been issued or assigned has successfully logged in to that Group User Account.

2.3 Any use of the Software which is not expressly authorized by this Agreement is strictly prohibited. Without limiting the generality of the foregoing and notwithstanding any other provision of this Agreement, in no event may Licensee do any of the following or permit any third party to do any of the following:

(a) transfer, assign or sublicense any of its license rights to any other person, or use the Software or any portion thereof on any electronic device other than a Computing Device (as that term is defined herein) - any such transfer, assignment, sublicense or use shall be null and void; or

(b) distribute, license, sublicense, rent, lease or sell the Software or any portion thereof as a standalone product - any such distribution, license, sublicense, rent, lease or sale shall be null and void; or

(c) circumvent in any manner whatsoever the activation process that needs to be followed in order to use the Software as authorized by this Agreement, on either a Perpetual Licensing or Subscription Licensing basis; or

(d) make error corrections to or otherwise modify or adapt the Software or any portion thereof; or

(e) reverse engineer, decrypt, disassemble or decompile the Software or any portion thereof, or otherwise reduce the Software of any portion thereof to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this prohibition; or

(f) create any derivative works based upon the Software or any portion thereof or take any actions that would cause the

Software or any portion thereof to become subject to the GPL, the LGPL or any other open source license (unless that portion is already expressly subject to the GPL, the LGPL or any other open source license, as expressly noted in any Third Party Software License Agreement); or

(g) use the Software or any portion thereof to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the prior express written consent of Librestream; or

(h) where any of the Software is being used on a Perpetual Licensing basis or on a Device Subscription basis by virtue of it being run in a virtual environment, make any other use of any nature whatsoever of the Software so long as it is being so run. For greater certainty, this means that, in these circumstances, the Software cannot be otherwise installed or executing; or

(i) use any Software or permit any Software to be used, on either a Perpetual Licensing or Subscription Licensing basis, unless and until Licensee has paid to Librestream, or to any Librestream distributor or other representative, the license, subscription, maintenance, support and/or other fee payable for such use.

2.4 The Software is licensed, not sold, and is protected by the copyright laws of Canada and other countries and by international treaty provisions. All right, title and interest in and to the Software and any copies thereof, regardless of form or media, shall remain solely with Librestream or the Third Party Licensors, as the case may be. Except as expressly provided herein, this Agreement does not grant Licensee any rights under any of Librestream's or any Third Party Licensors' patents, copyrights, trade secrets, trademarks or other Intellectual Property rights. Librestream and each Third Party Licensors retain all rights not explicitly granted herein.

2.5 Licensees may make such limited copies of the Software as are strictly necessary for backup purposes only, provided that Licensee (i) does not copy the Software onto any public or distributed network and (ii) will not remove, obscure or destroy, and will reproduce on all copies of the Software so made, any Librestream and any Third Party Licensors names, logos, copyright or other notices, trademarks and other proprietary markings which appear on the Software.

2.6 License keys/release keys may be shared by a Licensee who is using the Software on a Perpetual Licensing basis or on a Device Subscription basis if and only to the extent authorized by Librestream in the Purchase Order or otherwise in writing. Licensee shall be solely responsible for any use by Licensee or by any third party of any license key/release key issued to Licensee by Librestream or any Librestream distributor or other representative, regardless of whether or not any such third party use was authorized by this Agreement, by Librestream and/or by Licensee.

2.7 Device Subscriptions are only valid for the period of time for which a Licensee has paid the applicable license, subscription or other fee directly to Librestream or to a Librestream distributor or other representative, and are only valid for the specific Computing Device on which the Software that is the subject of that Device Subscription is licensed to be used. Once such period of time expires with no further payment then Licensee must immediately cease using the Software.

2.8 User Accounts are only valid for the period of time for which a Licensee has paid the applicable license, subscription or other fee directly to Librestream or to a Librestream distributor or other representative. Once such period of time expires with no further payment then that User Account will become invalid and Licensee will no longer be able to use the Software via that User Account.

2.9 An Individual User Account and the username and password for that User Account are personal to the individual to whom that User Account is assigned, and are not to be shared with any other person under any circumstances. Notwithstanding the foregoing, Licensee shall be responsible for any use of the Software licensed to Licensee pursuant to this Agreement, regardless of whether or not such use is authorized by this Agreement and/or by Licensee.

2.10 A Group User Account and the username and password for that User Account can be shared between individuals, but only one individual can use the Group User Account at a time, with such use being confined to a single Computing Device. Notwithstanding the foregoing, Licensee shall be responsible for any use of the Software licensed to Licensee pursuant to this Agreement, regardless of whether or not such use is authorized by this Agreement and/or by Licensee.

2.11 Any User Accounts that are not allocated as specific Individual User Accounts and Group User Accounts may be used as External Guest User Accounts. External Guest User Accounts may only be created by a Licensee who is using the Software on a Device Subscription basis. External Guest User Accounts may not be used by Licensee or any person directly employed by Licensee but may be assigned to other outside individuals such as suppliers, customers, subcontractors, or other individuals not directly employed by Licensee as part of the specific nature of Licensee's business. Licensee shall be solely responsible for any use by Licensee or by any third party of the Software issued to Licensee by Librestream or any Librestream distributor or other representative, regardless of whether or not any such third party use was authorized by this Agreement, by Librestream and/or by Licensee.

2.12 Licensee may provide Librestream or any Librestream distributor or other representative with suggestions, comments or other feedback regarding Licensee's evaluation or use of the Software, including but not limited to suggested performance improvements to the Software and/or any Librestream Product, code enhancements and/or error corrections ("**Feedback**"). Licensee agrees that any Feedback shall be voluntarily given and that any and all Feedback will immediately and automatically become the property of Librestream, and that Librestream shall be entitled to incorporate any Feedback into the Software and/or any Librestream Product without any compensation or other liability or obligation of any nature or kind whatsoever to Licensee.

### **3. UPGRADES.**

3.1 Notwithstanding any other provision of this Agreement:

(a) Licensee has no license or other right to use any Upgrade unless Licensee, at the time of acquiring that Upgrade, already holds a valid license to use the Software that is the subject of that Upgrade and has paid to Librestream the applicable license, subscription, maintenance and/or support fee to use that Upgrade; and

(b) Licensee shall not use any Upgrade in any manner that is different from its use of the Software that was the subject of that Upgrade, unless Licensee is otherwise validly licensed to use that Upgrade and complies with Section 3.1(a).

### **4. AUDIT RIGHTS AND INDEMNITY.**

4.1 Licensee shall, within thirty (30) days following Licensee's receipt of written request from Librestream or any Librestream distributor or other representative, fully document and certify all uses of the Software that Licensee has made within the period of twelve (12) months prior to the date of receipt of such request. In addition, Licensee shall, upon reasonable advance written notice and during normal business hours, provide access and allow Librestream or any Librestream distributor or other representative to inspect Licensee's books, records and computer systems in order to confirm Licensee's compliance with this Agreement.

4.2 In the event that any such request response or audit determines that Licensee is or was using the Software in a manner that exceeds or exceeded its license rights, Licensee shall immediately pay to Librestream on demand any amount(s) that are required to rectify such excessive use. This remedy shall be in addition to, and not in lieu of, any other right or remedy that Librestream may have pursuant to this Agreement or otherwise with respect to such excessive use.

4.3 In the event that any such request response or audit determines that Licensee is otherwise not in compliance with this Agreement, this Agreement shall immediately terminate as contemplated in Section 10.1. Such termination shall be in addition to, and not in lieu of, any other right or remedy that Librestream may have pursuant to this Agreement or otherwise with respect to such non-compliance.

4.4 Licensee shall indemnify Librestream and save Librestream harmless from and against any and all losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) that arise out of or are attributable in any manner whatsoever to any non-compliance on the part of Licensee or those for whom it is in law responsible with any provision of this Agreement.

### **5. CONFIDENTIAL INFORMATION.**

Licensee shall not disclose to any third party, or use for any purpose not expressly permitted herein, any Confidential Information. Licensee agrees to take all reasonable measures to protect the Confidential Information and to prevent unauthorized disclosure thereof, which measures shall be at least as stringent as those measures Licensee takes to protect its own confidential information of like kind and which shall in no event be less than would be taken by a prudent business person in similar circumstances. Notwithstanding the foregoing, all Confidential Information, any and all documents and other tangible material and/or objects containing or representing Confidential Information and any and all copies thereof shall be and always remain the property of Librestream or the Third Party Licensors, as the case may be.

### **6. REPRESENTATIONS AND WARRANTIES.**

6.1 Librestream warrants that, in the case of any use of Librestream Software on a Perpetual Licensing basis, the Librestream Software will perform in substantial conformance to the applicable Librestream published specifications for that Librestream Software for a period of 12 months from the date of shipment from Librestream or from the date of downloading by Licensee, whichever is earlier, provided that (a) the Librestream Software remains unmodified by anyone other than Librestream; (b) the Librestream Software is and has always been operated under normal and proper conditions on the Computing Device on which that Librestream Software is licensed to be used; (c) the Librestream Software has not been used in any manner for which it was not designed; (d) the Librestream Software has not been used with any unauthorized software, hardware or third party equipment; (e) Licensee is not in breach of this Agreement;

and (f) notice of any claim under this limited warranty is received in writing by Librestream within the 12 month limited warranty period.

6.2 Licensee's sole and exclusive remedy (at law, in equity or otherwise), and the sole and entire responsibility and liability of Librestream, with respect to any claim under the limited warranty set forth in Section 6.1, is for Librestream to use commercially reasonable efforts to bring the non-warranty-compliant Librestream Software into substantial conformance with its published specifications as quickly as reasonably possible under the circumstances.

6.3 Librestream warrants that, in the case of any use of Librestream Software on a Subscription Licensing basis, the Librestream Software will perform in substantial conformance to the applicable Librestream published specifications for that Librestream Software for the lesser of the duration of Licensee's subscription for that Librestream Software or 12 months from the date of downloading of that Librestream Software by Licensee: provided that (a) the Librestream Software remains unmodified by anyone other than Librestream; (b) the Librestream Software is and has always been operated under normal and proper conditions on one or more Computing Devices in accordance with the provisions of this Agreement; (c) the Librestream Software has not been used in any manner for which it was not designed; (d) the Librestream Software has not been used with any unauthorized software, hardware or third party equipment; (e) Licensee is not in breach of this Agreement; and (f) notice of any claim under this limited warranty is received in writing by Librestream within the applicable limited warranty period.

6.4 Licensee's sole and exclusive remedy (at law, in equity or otherwise), and the sole and entire responsibility and liability of Librestream, with respect to any claim under the limited warranty set forth in Section 6.3, is for Librestream to use commercially reasonable efforts to bring the non-warranty-compliant Librestream Software into substantial conformance with its published specifications as quickly as reasonably possible under the circumstances.

6.5 NO REPRESENTATION OR WARRANTY OF ANY NATURE OR KIND WHATSOEVER IS PROVIDED BY LIBRESTREAM REGARDING ANY THIRD PARTY SOFTWARE. IF AND TO THE EXTENT THAT ANY THIRD PARTY SOFTWARE LICENSE AGREEMENT IS ATTACHED TO THIS AGREEMENT AS A SCHEDULE OR IS EXPRESSLY REFERENCED IN ANY SCHEDULE TO THIS AGREEMENT, LICENSEES SHOULD CAREFULLY REVIEW ANY SUCH THIRD PARTY SOFTWARE LICENSE AGREEMENT TO DETERMINE WHETHER OR NOT ANY REPRESENTATION OR WARRANTY IS PROVIDED TO LICENSEE IN RESPECT OF THE THIRD PARTY SOFTWARE THAT IS THE SUBJECT OF SUCH THIRD PARTY SOFTWARE LICENSE AGREEMENT. OTHERWISE, ALL THIRD PARTY SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY NATURE OR KIND WHATSOEVER.

6.6 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT ONLY TO THE LIMITED WARRANTIES IN SECTIONS 6.1 AND 6.3 IN THE CASE OF THE LIBRESTREAM SOFTWARE AND TO ANY EXPRESS PROVISION TO THE CONTRARY IN ANY THIRD PARTY SOFTWARE LICENSE AGREEMENT (WHICH SUCH PROVISION SHALL BE CONFINED TO THE THIRD PARTY SOFTWARE AND THE THIRD PARTY LICENSOR THAT ARE THE SUBJECT OF THAT THIRD PARTY SOFTWARE LICENSE AGREEMENT), LIBRESTREAM AND THE THIRD PARTY LICENSORS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, NEITHER LIBRESTREAM NOR ANY THIRD PARTY LICENSOR REPRESENTS OR WARRANTS THAT THE FUNCTIONALITY OF THE SOFTWARE WILL SATISFY ANY OR ALL OF LICENSEE'S REQUIREMENTS, THAT THE SOFTWARE WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED. SOFTWARE UPGRADES, IF ANY, WILL BE PROVIDED AT THE SOLE DISCRETION OF LIBRESTREAM. LICENSEE ACKNOWLEDGES AND AGREES THAT SOFTWARE IN GENERAL IS NOT ERROR-FREE, AND THAT THE EXISTENCE OF MINOR ERRORS OR DEFECTS IN THE SOFTWARE DOES NOT MEAN THAT THE SOFTWARE DOES NOT PERFORM IN SUBSTANTIAL CONFORMANCE WITH ITS APPLICABLE PUBLISHED SPECIFICATIONS. NEITHER LIBRESTREAM NOR ANY THIRD PARTY LICENSOR SHALL BE RESPONSIBLE FOR THE RECONSTRUCTION OF ANY CORRUPTED OR LOST DATA FILES.

6.7 Librestream reserves the right to at any time provide a limited warranty for any Librestream Software that is different from the limited warranty set forth in Sections 6.1 and 6.2 (in the case of use of the Software on a Perpetual Licensing basis) or from the limited warranty set forth in Sections 6.3 and 6.4 (in the case of use of the Software on a Subscription Licensing basis). The text of any such different limited warranty will be posted on Librestream's website. Licensees should periodically visit Librestream's website to determine if a different limited warranty is then being provided by Librestream. In the event of any inconsistency between any such other limited warranty and the limited warranty set forth in Sections 6.1 and 6.2 or in Sections 6.3 and 6.4, as the case may be, the inconsistency shall be resolved in favor of such other limited warranty.

6.8 Librestream may also provide a separate limited warranty with respect to the hardware components of a Librestream Product.

## **7. NO LIABILITY FOR INDIRECT DAMAGES.**

REGARDLESS OF CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT UNDER THIS AGREEMENT OR IN TORT, INCLUDING NEGLIGENCE OR PRODUCTS LIABILITY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LIBRESTREAM OR ANY THIRD PARTY LICENSOR HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER, ARISING OUT OF THIS AGREEMENT AND/OR LICENSEE'S USE OF, DELAY IN USING OR INABILITY TO USE THE SOFTWARE, ANY CONFIDENTIAL INFORMATION AND/OR ANY COMPUTING DEVICE, INCLUDING BUT NOT LIMITED TO LOST OR CORRUPTED DATA OF LICENSEE OR ANY THIRD PARTY, LOST PROFITS OR LOST GOODWILL, BUSINESS INTERRUPTION OR LOSS OF INFORMATION, FAILURE TO REALIZE SAVINGS, OR FOR ANY CLAIM OR DEMAND AGAINST LICENSEE BY ANY THIRD PARTY, EVEN IF LIBRESTREAM OR ANY THIRD PARTY LICENSOR MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR EVEN IF SUCH LOSSES OR DAMAGES WERE REASONABLY FORESEEABLE.

## **8. LIMITED LIABILITY FOR DIRECT DAMAGES.**

REGARDLESS OF CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT UNDER THIS AGREEMENT OR IN TORT, INCLUDING NEGLIGENCE OR PRODUCTS LIABILITY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF LIBRESTREAM AND THE THIRD PARTY LICENSORS FOR LICENSEE'S DIRECT DAMAGES ARISING OUT OF OR RESULTING IN ANY MANNER WHATSOEVER FROM THIS AGREEMENT AND/OR LICENSEE'S USE OF, DELAY IN USING OR INABILITY TO USE THE SOFTWARE, ANY CONFIDENTIAL INFORMATION AND/OR ANY COMPUTING DEVICE, INCLUDING WITHOUT LIMITATION ANY UNCURED MATERIAL DEFAULT, BREACH OR FAILURE ON THE PART OF LIBRESTREAM OR ANY THIRD PARTY LICENSOR UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED TEN DOLLARS (\$10.00), IN CANADIAN CURRENCY.

## **9. FUNDAMENTAL UNDERSTANDING REGARDING RISK ALLOCATION.**

LICENSEE ACKNOWLEDGES AND AGREES THAT THE FEES PAYABLE BY LICENSEE PURSUANT TO THIS AGREEMENT OR ANY PURCHASE ORDER HAVE BEEN DETERMINED BY LIBRESTREAM BASED UPON A SPECIFIC RISK ALLOCATION BETWEEN LIBRESTREAM AND THE THIRD PARTY LICENSORS, ON THE ONE HAND, AND LICENSEE, ON THE OTHER HAND, AND THAT LIBRESTREAM WOULD NOT HAVE ACCEPTED ANY PURCHASE ORDER THAT RELATES TO LICENSEE AND WOULD NOT HAVE LICENSED THE SOFTWARE TO LICENSEE PURSUANT TO THIS AGREEMENT IN THE ABSENCE OF SECTIONS 6, 7 AND 8. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THESE SECTIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN JURISDICTIONS THAT PROHIBIT EXCLUSION OF LIABILITY OR LIMITATION OF IMPLIED WARRANTIES, SECTIONS 6, 7 AND 8 MAY BE LIMITED IN THEIR APPLICATION TO LICENSEE AND, DEPENDING ON LOCAL LAW, LICENSEE MAY HAVE OTHER SPECIFIC LEGAL RIGHTS.

## **10. TERM AND TERMINATION.**

10.1 The licenses granted pursuant to this Agreement for use of the Software on a Perpetual Licensing basis are perpetual unless terminated earlier as specified herein. The licenses granted pursuant to this Agreement for use of the Software on a Subscription Licensing basis are time limited, as described in Section 2.7 or Section 2.8, as the case may be. Licensee may terminate the licenses and this Agreement upon 90 days' written notice to Librestream solely in the event of a failure by Librestream to meet its obligations as detailed in the End User License Agreement. Without prejudice to any other right or remedy which may be available to Librestream, the licenses and this Agreement shall immediately terminate without the necessity of any notice from Librestream in the event that Licensee:

- (a) fails to comply with any provision of this Agreement; or
- (b) makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to the supervision of a bankruptcy tribunal; or
- (c) has an order made against it, or passes a resolution, for its winding-up, or has a lien holder take possession of, or has a receiver or similar officer appointed over, all or substantially all of its property or assets.

10.2 Upon termination of this Agreement for any reason, Licensee agrees to immediately cease use of, and to return or destroy, at Librestream's sole option, the Software and any other Confidential Information in Licensee's possession,

custody or control, together with all copies, including but not limited to deletion of the foregoing from any Computing Device on which the Software or any portion thereof may have been installed, and to certify such return or destruction in writing. Licensee also agrees that, if its license related to use of the Software on a Subscription Licensing basis, Librestream may immediately terminate all User Accounts that relate to Licensee, thereby denying Licensee and all of the individuals to whom Licensee has assigned a User Account any further access to and use of the Software.

10.3 Notwithstanding anything to the contrary contained herein, the bold faced and capitalized wording at the beginning of this Agreement and Sections 2.1(c), 2.2(a), 2.3, 2.4, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 4, 5, 6, 7, 8, 9, 10.2, 11, 12 and 13 (and the relevant definitions in Section 1) shall survive any termination of this Agreement for any reason whatsoever.

## **11. EXPORT.**

Some of the Software and Confidential Information is subject to United States export control laws and regulations, and some or all of the Software may be subject to export or import regulations in other countries as well. Licensee agrees that it will not export, re-export, transfer or import any of the Software, any of the Confidential Information or any Librestream Product in violation of any applicable laws or regulations of the United States or any other country. Licensee is responsible for obtaining any licenses or authorizations required to export, re-export, transfer or import all or any portion of the Software and Confidential Information or any Librestream Product.

## **12. ADDITIONAL TERMS AND CONDITIONS**

Additional terms and conditions which form an integral part of this agreement, specific to the type of Computing Device on which the Software is downloaded, installed and/or used, are included in Schedule C.

## **13. GOVERNMENT DEPARTMENTS.**

In the event that Licensee is a governmental entity, only the department(s) or agency(s) specifically licensed in the Purchase Order to use the Software shall have the right to use the Software. Governmental departments or agencies not so specifically licensed must have a separate license and must pay additional license fees.

## **14. GENERAL PROVISIONS.**

14.1 Licensee shall not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder, whether in whole or in part, including by operation of law, without the prior express written consent of Librestream.

14.2 Licensee hereby acknowledges that its breach of this Agreement may cause irreparable harm and significant injury to Librestream and/or one or more of the Third Party Licensors in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, Licensee agrees that, in addition to any other rights and remedies it may have, Librestream shall have the right to seek injunctive relief in any court of competent jurisdiction to enforce Licensee's obligations under this Agreement.

14.3 This Agreement shall be construed and governed by the laws in force in the province of Manitoba, excluding its conflict of laws rules. The parties consent to the jurisdiction of all the courts in Manitoba, and agree that, except for requests for injunctive relief pursuant to Section 13.2, venue shall lie exclusively in Manitoba. THE PARTIES EXCLUDE IN ITS ENTIRETY THE APPLICATION TO THIS AGREEMENT OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

14.4 When any notice is required or authorized hereunder, such notice shall be given in writing by recognized delivery service or personal delivery addressed to the other party. Notices shall be sent to Licensee at the address set forth in the Purchase Order and to Librestream at Suite 110, 895 Waverley Street, Winnipeg, Manitoba, Canada R3T 5P4. Either party may change its address for notice hereunder by providing the other party with ten (10) days written notice thereof. Notices shall be effective upon receipt by the recipient.

14.5 The original of this Agreement has been written in the English language, and the governing language of this Agreement shall be English. Licensee hereby waives and agrees not to assert any right to have this Agreement written in the language of Licensee's place of residence or that of any individual to whom Licensee has assigned a User Account.

14.6 A waiver of any default hereunder or of any of the terms or conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided at law or in equity.

14.7 In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and



enforceability of the remaining provisions shall not in any way be affected or impaired, and a valid, legal and enforceable provision of similar intent and effect shall be substituted for such invalid, illegal or unenforceable provision.

14.8 This Agreement constitutes the entire agreement between the parties with respect to the license of the Software and the other subject matter of this Agreement, and supersedes and terminates all other prior and/or contemporaneous verbal and/or written agreements and understandings with respect thereto. No modifications to this Agreement shall be enforceable except when in writing and signed by an authorized signatory of the party to be bound thereby. Without limiting the generality of the foregoing, the terms and conditions of any purchase order or other document submitted by Licensee to Librestream or to any Librestream distributor or other representative shall not be binding on Librestream unless definitively accepted in writing by Librestream.

14.9 Licensee represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

14.10 THIS AGREEMENT SHALL IMMEDIATELY AND AUTOMATICALLY BE EFFECTIVE AND ENFORCEABLE UPON ANY DOWNLOADING OF ANY OF THE SOFTWARE, ANY INSTALLATION OF ANY OF THE SOFTWARE ON ANY COMPUTING DEVICE, OR ANY USE OF ANY OF THE SOFTWARE (INCLUDING, FOR GREATER CERTAINTY, RUNNING ANY OF THE SOFTWARE IN ANY VIRTUAL ENVIRONMENT) OR ANY LIBRESTREAM PRODUCT. It shall not be a requirement to the effectiveness and enforceability of this Agreement that any Licensee or Librestream execute this Agreement.

## **SCHEDULE A – LIBRESTREAM SOFTWARE AND LIBRESTREAM NOTICES**

### **Some or all of the following apply, depending on the Librestream product in use:**

Name of Librestream Software, any or all of the following: Onsight Management Suite, Onsight Connect for iOS, Onsight Connect for Librestream Devices, Onsight Connect for Windows, Onsight Connect for Android

Copyright Notice: Copyright 2007–2017 Librestream Technologies Incorporated. All Rights Reserved.

Patents Notice: United States Patent # 7,221,386 together with additional patents pending in Canada, the United States and other countries, all of which are in the name of Librestream Technologies Inc.

Trademark Notice: Librestream, the Librestream logo, Onsight, Onsight Expert, Onsight Mobile, Onsight Connect, Onsight Embedded, Onsight Enterprise, Onsight Account Manager, Onsight Platform Manager, Onsight Teamlink, and Onsight Management Suite are either registered trademarks or trademarks of Librestream Technologies Incorporated in Canada, the United States and/or other countries. All other trademarks are the property of their respective owners.

## **SCHEDULE B – THIRD PARTY SOFTWARE AND THIRD PARTY LICENSOR NOTICES**

### **Some or all of the following apply, depending on the Librestream product in use:**

#### **1. Third Party Software – LIVE MEDIA**

Third Party Licensor – Live Networks, Inc.

Live Networks Inc.:

Copyright © 1996-2005, Live Networks, Inc. All rights reserved

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version. (See <<http://www.gnu.org/copyleft/lesser.html>>.)

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

In accordance with section (4) of the GNU General Public License, copies of Live Networks source code and Librestream modified Live Networks code will be provided upon request from Librestream. To obtain the source code on a CD, please send USD\$10 for shipping and handling to:

Customer Services

Librestream Technologies Inc.

Suite 110, 895 Waverley Street

Winnipeg, Manitoba

Canada R3T 5P4

#### **2. Third Party Software – MPEG-4 Visual Patent Portfolio**

Third Party Licensor – MPEG LA, L.L.C.

Notices:

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.mpegla.com).

#### **3. Third Party Software – AVC Patent Portfolio**

Third Party Licensor – MPEG LA, L.L.C.

Notices:

THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION 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 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.mpegla.com).

#### 4. Third Party Software – OpenTK

Third Party Licensor – The Open Toolkit Library

Copyright © 2006 - 2009 The Open Toolkit library.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The Open Toolkit library includes portions of the Mono class library, which are covered by the following license:

Copyright © 2004 Novell, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Half-to-Single and Single-to-Half conversions are covered by the following license:

Copyright © 2002, Industrial Light & Magic, a division of Lucas Digital Ltd. LLC. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of Industrial Light & Magic nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5. Meeting Services Powered by Cisco WebEx Technology.

6. Third Party Software - Discovery Icon Theme

Third Party Licensor - Hylke Bons

Several of the icons and images are from the Discovery Icon Theme, Copyright © 2008-2010 Hylke Bons, which can be found at:

<http://hbons.deviantart.com/art/Discovery-Icon-Theme-77399781/>

This software is licensed under the Creative Commons Attribution-ShareAlike 3.0 Unported license, which can be found at:

<http://creativecommons.org/licenses/by-sa/3.0/>

7. Third Party Software - FatCow Hosting Icons

Third Party Licensor - FatCow Web Hosting

Several of the icons and images are from FatCow Hosting Icons, Copyright © 2009-2010 FatCow Web Hosting, which can be found at:

<http://www.fatcow.com/free-icons/>

This software is licensed under the Creative Commons Attribution 3.0 United States license, which can be found at:

<http://creativecommons.org/licenses/by/3.0/us/>

8. Third Party Software - VisualPharm Must Have Icons

Third Party Licensor - VisualPharm

Several of the icons and images are from VisualPharm Must Have Icons, Copyright © 2002-2010 VisualPharm, which can be found at:

[http://www.visualpharm.com/must\\_have\\_icon\\_set/](http://www.visualpharm.com/must_have_icon_set/)

This software is licensed under the Creative Commons Attribution-NoDerivs 3.0 Unported license, which can be found at:

<http://creativecommons.org/licenses/by-nd/3.0/>

9. Third Party Software - Aha-Soft Icons and Images

Third Party Licensor - Aha-Soft

Several of the icons and images are from the Aha-Soft free icon sets, Copyright © 2005-2010 Aha-Soft, which can be found at:

<http://www.small-icons.com/packs/16x16-free-application-icons.htm>  
<http://www.small-icons.com/packs/24x24-free-application-icons.htm>

This software is licensed under the Creative Commons Attribution-ShareAlike 3.0 Unported license, which can be found

at:

<http://creativecommons.org/licenses/by-sa/3.0/>

#### 10. Third Party Software - Fugue Icons

Third Party Licensor - Yusuke Kamiyamane

Several of the icons and images are from the Fugue icon set, Copyright © 2010 Yusuke Kamiyamane, which can be found at:

<http://p.yusukekamiyamane.com/>

This software is licensed under the Creative Commons Attribution 3.0 Unported license, which can be found at:

<http://creativecommons.org/licenses/by/3.0/>

#### 11. Third Party Software – WebRTC

Third Party Licensor – Google Inc.

Copyright © 2011, Google Inc. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- \* Neither the name of Google nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### 12. Third Party Software - OpenSSL

Third Party Licensor - The OpenSSL Project

Copyright © 1998-2008 The OpenSSL Project. All rights reserved.

This product includes software developed by the OpenSSL Project for

use in the OpenSSL Toolkit (<http://www.openssl.org/>).

```
/* =====
* Copyright © 1998-2008 The OpenSSL Project. All rights reserved.
*
* Redistribution and use in source and binary forms, with or without
* modification, are permitted provided that the following conditions
* are met:
*
* 1. Redistributions of source code must retain the above copyright
* notice, this list of conditions and the following disclaimer.
*
* 2. Redistributions in binary form must reproduce the above copyright
* notice, this list of conditions and the following disclaimer in
* the documentation and/or other materials provided with the
* distribution.
*
* 3. All advertising materials mentioning features or use of this
* software must display the following acknowledgment:
* "This product includes software developed by the OpenSSL Project
* for use in the OpenSSL Toolkit. (http://www.openssl.org/)"
*
* 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to
* endorse or promote products derived from this software without
* prior written permission. For written permission, please contact
* openssl-core@openssl.org.
*
* 5. Products derived from this software may not be called "OpenSSL"
* nor may "OpenSSL" appear in their names without prior written
* permission of the OpenSSL Project.
*
* 6. Redistributions of any form whatsoever must retain the following
* acknowledgment:
* "This product includes software developed by the OpenSSL Project
* for use in the OpenSSL Toolkit (http://www.openssl.org/)"
*
* THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY
* EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
* IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR
* PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR
* ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,
* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT
* NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,
* STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)
* ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED
* OF THE POSSIBILITY OF SUCH DAMAGE.
* =====
*
* This product includes cryptographic software written by Eric Young
* (eay@cryptsoft.com). This product includes software written by Tim
* Hudson (tjh@cryptsoft.com).
*
```

\*/

13. Third Party Software - SSLeay  
Third Party Licensor - Eric Young

Copyright © 1995-1998 Eric Young (eay@cryptsoft.com). All rights reserved.  
This product includes software written by Tim Hudson (tjh@cryptsoft.com).

```
/* Copyright © 1995-1998 Eric Young (eay@cryptsoft.com)
 * All rights reserved.
 *
 * This package is an SSL implementation written
 * by Eric Young (eay@cryptsoft.com).
 *
 * Redistribution and use in source and binary forms, with or without
 * modification, are permitted provided that the following conditions
 * are met:
 * 1. Redistributions of source code must retain the copyright
 *    notice, this list of conditions and the following disclaimer.
 * 2. Redistributions in binary form must reproduce the above copyright
 *    notice, this list of conditions and the following disclaimer in the
 *    documentation and/or other materials provided with the distribution.
 * 3. All advertising materials mentioning features or use of this software
 *    must display the following acknowledgement:
 *    "This product includes cryptographic software written by
 *    Eric Young (eay@cryptsoft.com)"
 *    The word 'cryptographic' can be left out if the routines from the library
 *    being used are not cryptographic related :-).
 * 4. If you include any Windows specific code (or a derivative thereof) from
 *    the apps directory (application code) you must include an acknowledgement:
 *    "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"
 *
 * THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS'' AND
 * ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
 * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
 * ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
 * FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
 * DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS
 * OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
 * HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT
 * LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
 * OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
 * SUCH DAMAGE.
 *
 * The licence and distribution terms for any publically available version or
 * derivative of this code cannot be changed. i.e. this code cannot simply be
 * copied and put under another distribution licence
 * [including the GNU Public Licence.]
*/
```

14. Third Party Software – Vera Font  
Third Party Licensor – Bitstream Inc.

Copyright (c) 2003 by Bitstream, Inc. All Rights Reserved. Bitstream Vera is a trademark of Bitstream, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of the fonts accompanying this license

("Fonts") and associated documentation files (the "Font Software"), to reproduce and distribute the Font Software, including without limitation the rights to use, copy, merge, publish, distribute, and/or sell copies of the Font Software, and to permit persons to whom the Font Software is furnished to do so, subject to the following conditions:

The above copyright and trademark notices and this permission notice shall be included in all copies of one or more of the Font Software typefaces.

The Font Software may be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may be modified and additional glyphs or characters may be added to the Fonts, only if the fonts are renamed to names not containing either the words "Bitstream" or the word "Vera".

This License becomes null and void to the extent applicable to Fonts or Font Software that has been modified and is distributed under the "Bitstream Vera" names.

The Font Software may be sold as part of a larger software package but no copy of one or more of the Font Software typefaces may be sold by itself.

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL BITSTREAM OR THE GNOME FOUNDATION BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

Except as contained in this notice, the names of Gnome, the Gnome Foundation, and Bitstream Inc., shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from the Gnome Foundation or Bitstream Inc., respectively. For further information, contact: fonts at gnome dot org.

#### 15. Third Party Software – Arev Font

Third Party Licensor - Tavmjong Bah

Copyright (c) 2006 by Tavmjong Bah. All Rights Reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of the fonts accompanying this license ("Fonts") and associated documentation files (the "Font Software"), to reproduce and distribute the modifications to the Bitstream Vera Font Software, including without limitation the rights to use, copy, merge, publish, distribute, and/or sell copies of the Font Software, and to permit persons to whom the Font Software is furnished to do so, subject to the following conditions:

The above copyright and trademark notices and this permission notice shall be included in all copies of one or more of the Font Software typefaces.

The Font Software may be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may be modified and additional glyphs or characters may be added to the Fonts, only if the fonts are renamed to names not containing either the words "Tavmjong Bah" or the word "Arev".

This License becomes null and void to the extent applicable to Fonts or Font Software that has been modified and is distributed under the "Tavmjong Bah Arev" names.

The Font Software may be sold as part of a larger software package but no copy of one or more of the Font Software typefaces may be sold by itself.

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL TAVMJONG BAH BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

Except as contained in this notice, the name of Tavmjong Bah shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from Tavmjong Bah. For further information, contact: tavmjong @ free . fr.



16. Third Party Software – NAudio  
Third Party Licensor – Mark Heath

Copyright 2001-2014 Mark Heath

17. Third Party Software - wcecompat  
Third Party Licensor - Essemer Pty Ltd.

```
/* wcecompat: Windows CE C Runtime Library "compatibility" library.  
*  
* Copyright © 2001-2002 Essemer Pty Ltd. All rights reserved.  
* http://www.essemer.com.au/  
*  
* This library is free software; you can redistribute it and/or  
* modify it under the terms of the GNU Lesser General Public  
* License as published by the Free Software Foundation; either  
* version 2.1 of the License, or (at your option) any later version.  
*  
* This library is distributed in the hope that it will be useful,  
* but WITHOUT ANY WARRANTY; without even the implied warranty of  
* MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU  
* Lesser General Public License for more details.  
*  
* You should have received a copy of the GNU Lesser General Public  
* License along with this library; if not, write to the Free Software  
* Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA  
*/
```

A copy of the GNU Lesser General Public License is provided on the product CD in the 'licenses' folder. In accordance with section (4) of the GNU General Public License, copies of wcecompat source code and Librestream modified wcecompat code will be provided upon request from Librestream. To obtain the source code on a CD, please send USD\$10 for shipping and handling to:

Customer Services  
Librestream Technologies Inc.  
Suite 110, 895 Waverley Street  
Winnipeg, Manitoba  
Canada R3T 5P4

18. FreeType

(C) 2006-2014 The FreeType Project (<http://www.freetype.org>). All rights reserved.

## **SCHEDULE C – ADDITIONAL TERMS AND CONDITIONS**

Applicable for Onsight Connect for iOS only:

C.1 Librestream and Licensee acknowledge that this End User License Agreement is concluded between Librestream and Licensee only, and not with Apple, and Librestream, not Apple, are solely responsible for the Licensed Application and the content thereof.

C.2 Librestream, not Apple, is responsible for providing any maintenance and support services with respect to the Software,

as specified in the EULA, or as required under applicable law. Licensee acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

C.3 Further to warranty provisions of End User License Agreement, in the event of any failure of the Software to conform to any applicable warranty, the Licensee may notify Apple, and Apple will refund the purchase price for the Licensed Application to that Licensee and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application.

C.4 Librestream and Licensee acknowledge that Librestream, not Apple, is responsible for addressing any claims of Licensee or any third party relating to the Software or Licensee's possession and/or use of the Software including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

C.5 Librestream and Licensee acknowledge that, in the event of any third party claim that the Software or Licensee's possession and use of the Software infringes that third party's intellectual property rights, Librestream, not Apple, will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

C.6 Librestream locations and contact information can be found on our website: [www.librestream.com](http://www.librestream.com)

C.7 Licensee acknowledges and agrees that when using the Software Licensee remains obligated to meet all third party terms of agreement applicable to their use of Apple products and services.

C.8 Librestream and Licensee acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this End User License Agreement, and that, upon the Licensee's acceptance of the terms and conditions of the End User License Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.