Unified Streaming Platform AWS EC2 License

Please read this License carefully before using, downloading or installing any of the Licensed Programs

(as defined below). By using, downloading or installing any of the Licensed Programs, Licensee is agreeing to be bound by this License and the licenses granted hereunder are subject to compliance with any and all terms of this License. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT USE, DOWNLOAD, INSTALL OR DISTRIBUTE THE LICENSED PROGRAMS.

Definitions

a. "Adaptation" means a derivative work based upon the Licensed Programs resulting from any addition to.

editing of or deletion from the substance or structure of the original source code or a compiled version

of the Licensed Programs or any previous Adaptations or a work that programmatically interacts with the Licensed

Programs.

- b. "Distribute" means to make available to the public the original and copies of the Licensed Programs o
- r Adaptation, as appropriate, through sale or other transfer of ownership.
- c. "Unified Streaming Platform" means a suite of media components written in C/C++ and includes a server-side web module and supporting command-line tools.
- d. "License" means this document.
- e. "Licensor" means Unified Streaming B.V.
- f. "Licensed Programs" means the Unified Streaming Platform, which is offered under the terms of this License.
- g. "Licensee" means an individual or entity exercising rights under and complying with the terms of this License who has not previously violated the terms of this License with respect to the Licensed Programs, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- h. "Reproduce" means to make copies of the Licensed Programs.
- i. "Server Instance" means an AWS EC2 instance.

License Grant

Subject to the terms and conditions hereof, Licensor hereby grants and Licensee accepts, a non-exclusive, limited right and license:

a. to Reproduce the Licensed Programs for its own use on the Amazon Elastic Compute Cloud (Amazon EC2).

Applicability of License

This License shall apply only to the Unified Streaming Platform, which includes any versions numbered between 1.4.0 and 1.9.99:

This License does not cover any previous products or versions of the Licensed Programs, all of which are subject to other license agreements.

Duplication and Reproductions by Licensee

If Licensee elects to Reproduce the Licensed Programs for its own use, all copyright notices, disclaimers, and other identifications must also be duplicated and displayed on any copies. Licensee shall be prohibited from Reproducing the Licensed Programs or creating any Adaptations that in any manner infringes the rights, patents, trademarks or copyrights of any party or entity.

Protection of Licensed Programs

Except as specifically set forth herein or as otherwise agreed to between Licensor and Licensee, Licensee shall not have the right to copy, relicense, sell, lease, transfer, encumber, assign or make available for public use the Licensed Programs. Any attempt to take any such actions is void, and will automatically terminate your rights under this License. Licensee shall use its best efforts to 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 or disassembling any part of the Licensed Programs. All rights not expressly granted by Licensor are hereby reserved.

Effective Date

The rights and licenses granted hereunder shall commence on the date the Licensed Programs are electronically delivered to Licensee. Licensor agrees to make the Licensed Programs available for electronic delivery to Licensee promptly after receipt by Licensor of the License Fee. For purposes of this Agreement, the "License Fee" means the amount of money required to be paid by Licensee to Licensor for legal usage of the Licensed Programs under the terms of this agreement.

Termination of License

This License is subject to termination by Licensor at any time if (a) Licensee violates any terms of this License, (b) Licensor has a reasonable basis to believe that Licensee's business is impairing Licensor's business, (c) Licensor has a reasonable basis to believe that Licensee is not abiding by the spirit of this License, or (d) Licensee becomes insolvent, declares bankruptcy or a receiver or trustee is appointed for Licensee. Upon termination of this License for any reason, Licensee shall immediately cease using the Licensed Programs and return any copies of the Licensed Programs to Licensor or certify to Licensor that it has destroyed all copies of the Licensed Programs.

Ownership of Intellectual Property

Licensor is the sole owner of all intellectual property rights pertaining to Licensed Programs. To the extent that any Licensee creates an Adaptation, Licensor shall retain all right and title to all intellectual property relating to the elements of the Licensed Programs and Licensee does not obtain any exclusive rights to any Adaptation.

Maintenance and Support

All installation of the Licensed Programs for use by Licensee shall be at the sole expense of Licensee. Licensor's support service policy includes 24 hr email response, in-version upgrades, and bug fixes for the Licensed Programs.

Payment of License Fee

Any Licensee that uses the Licensed Programs hereunder must pay the Annual License Fee and annual Maintenance/Support Fee specified in the invoice provided by Licensor to Licensee. Licensor reserves the right to modify the License Fee in its sole discretion without notice or justification at any time. Except as otherwise specifically agreed between Licensor and Licensee, the Licensed Programs are licensed on a per web site and per server instance basis. which means that one License Fee must be paid for each copy of the Licensed Program in use. Licensee shall not be permitted to use the Licensed Programs if the Licensee Fee has not been timely paid. Payment terms are net thirty (30) days from the invoice date. Licensee shall be solely responsible for any and all taxes based on any fees payable under this Licensee or Licensee's use of the Licensed Programs hereunder. Notwithstanding anything set forth in this License, and except as specifically agreed 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, the use of caches of any form, the use of Licensed Programs on behalf of others (as for example but not limited to process and package files to be used outside of Licensee's own domain) or ingest of more than 1 Live channel per physical core (or per 2vCPU) on one server instance shall be prohibited.

No Warranty

Except as expressly set forth in this License, 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. Each Licensee is solely responsible for determining the appropriateness of using and distributing the Licensed Programs and assumes all risks associated with its exercise of rights under this agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, suitability for hosting and unavailability or interruption of operations.

Limitation of Liability

Except to the extent required by applicable law, in no event will Licensor be liable on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of this License or the use of the Licensed Programs, even if Licensor has been advised of the possibility of such damages.

Indemnity

Licensee shall indemnify Licensor, its employees, officers, licensee and agents for all damages, costs and expenses, including, without limitation, attorneys' fees, arising from any claims arising as a result of Licensee's use of the Licensed Programs as provided hereunder.

Export

Licensee agrees and certifies that it will not export or re-export, directly or indirectly, the Licensed Programs contrary to the laws of the United States or any other country. Severability

If for any reason a court of competent jurisdiction finds any provision of this License or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

Governing Law

This License shall be governed by the laws of the Netherlands. Any disputes arising under this License shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

Complete Agreement

This License 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 License. Waiver of Breach

No term or provision of this License 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.