# THIS IS A LEGAL DOCUMENT — RETAIN FOR YOUR RECORDS

## **AVLIB USER LICENSE AGREEMENT**

Last updated April 3, 2018

Licensor:
Onix-Systems, LLC

76, Tarasa Karpy Street Ukraine

### **Products:**

**AVLib** for Android version represents the closed source library needed to broadcast from Android devices to a media server. The entire library is compiled and contains the bundle ID licensing verification.

# How this Agreement Works. Read Carefully.

This User License Agreement ("Agreement") is a legal document between you and Onix-Systems, LLC ("Onix"). It is important that you read this document before using the software ("Software"), provided by Onix and other accompanying documentation, including, without limitation printed materials, files provided online, or electronic documentation ("Documentation").

By clicking the "I accept" and "Next" buttons below, or by installing, or otherwise using the Software in any way at any time, you agree to be bound by the terms of this Agreement as well as the Onix Privacy Policy ("Privacy Policy") including, without limitation, the warranty disclaimers, limitation of liability, data use and termination provisions below, whether or not you decide to purchase the Software. You agree that this agreement is enforceable like any written agreement negotiated and signed by you. If you do not agree, you are not licensed to use the Software, and you must destroy any downloaded copies of the Software in your possession or control.

This Agreement could be updated and/or amended periodically, some provisions could be added or replaced, so you should from time to time

come back to the content of all Onix provided Agreements. As long as you are using the Software, you agree with the original agreement that was in place at the time of the download/initial setup and with all the subsequent updates and/or amendments of all the legal documents and licensing agreements implicitly.

A copy of this Agreement may be found at https://onix-systems.com/license-agreement, a copy of the Privacy Policy may be found at https://onix-systems.com/privacy-policy.

**Availability**. Pages describing the Software are accessible worldwide but this does not mean Software is available in your country or using of Software is legal in your country. We may block access to Software in certain countries or access could be blocked by your country authorities. It is your responsibility to make sure your use of the Software is legal where you use them. Software is not available in all languages.

# 1. SOFTWARE LICENSE

- (a) License Grant.
- (i) Upon your acceptance of this Agreement Onix grants you a non-exclusive, non-transferable (except as provided below), limited license, without the right to grant sublicenses, to install and use a copy of the Software within one Licensed Application. "Licensed Application" means any 3rd party application developed or owned by you whose package-name for Android applications has been declared to be licensed in conjunction with Onix AVLib. The package-name is unique on their respective app stores and cannot be changed or revoked at a later time by Onix.
- (ii) You may not use the Software to develop and distribute other software programs that directly compete with any Onix software or service without prior written permission. Onix reserves all other rights in and to the Software.
- (iii) By receiving a license file containing the package-name, you will consume one respective license for Android platform.
- (b) Backup and Archival Copies. You may make one (1) backup and one
- (1) archival copy of the Software, provided your backup and archival copies are not installed or used on any other application or computer

- and further provided that all such copies shall bear the original and unmodified copyright, patent and other intellectual property markings that appear on or in the Software.
- (c) Title. Title to the Software is not transferred to you. Ownership of all copies of the Software and of copies made by you is vested in Onix, subject to the rights of use granted to you in this Agreement. As between you and Onix, documents, files, stylesheets, generated program code and schemas that are authored or created by you via your utilization of the Software, in accordance with its Documentation and the terms of this Agreement, are your property.
- (d) Reverse Engineering. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent you may be expressly permitted to decompile under applicable law, if it is essential to do so in order to achieve operability of the Software with another software program, and you have first requested Onix to provide the information necessary to achieve such operability and Onix has not made such information available. Onix has the right to impose reasonable conditions and to request a reasonable fee before providing requested information. Any information supplied by Onix or obtained by you, 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 Software.
- (e) Other Restrictions. You may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of the Software to third parties except as otherwise expressly provided. You may not copy the Software except as expressly set forth herein, and any copies that you are permitted to make pursuant to this Agreement must contain the same copyright, patent and other intellectual property markings that appear on or in the Software. You may not modify, adapt or translate the Software. You may not, directly or indirectly, encumber or suffer to exist any lien or security interest on the Software; knowingly take any action that would cause the Software to be placed in the public domain; or use

the Software in any computer environment not specified in this Agreement. You may not permit any use of or access to the Software by any third party in connection with a commercial service offering, such as for a cloud-based or web-based SaaS offering.

You will comply with applicable law and Onix's instructions regarding the use of the Software. You agree to notify your employees and agents who may have access to the Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

- (f) NO GUARANTEE.THE SOFTWARE IS NEITHER GUARANTEED NOR WARRANTED TO BE ERROR-FREE NOR SHALL ANY LIABILITY BE ASSUMED BY ONIX IN THIS RESPECT. NOTWITHSTANDING ANY SUPPORT FOR ANY TECHNICAL STANDARD, THE SOFTWARE IS NOT INTENDED FOR USE IN OR IN CONNECTION WITH, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, NAVIGATION, COMMUNICATION SYSTEMS. TRAFFIC CONTROL EQUIPMENT, MEDICAL DEVICES OR LIFE SUPPORT SYSTEMS, MEDICAL OR HEALTH CARE APPLICATIONS, OR OTHER APPLICATIONS WHERE THE FAILURE OF THE SOFTWARE OR ERRORS IN DATA PROCESSING COULD LEAD TO PERSONAL INJURY OR SEVERE **PHYSICAL** DEATH. OR ENVIRONMENTAL DAMAGE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SOFTWARE AND ANY DATA GENERATED OR PROCESSED BY THE SOFTWARE FOR YOUR INTENDED USE AND YOU WILL DEFEND. INDEMNIFY AND HOLD ONIX, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY THIRD PARTY CLAIMS, DEMANDS, OR SUITS THAT ARE BASED UPON THE ACCURACY AND ADEQUACY OF THE SOFTWARE IN YOUR USE OR ANY DATA GENERATED BY THE SOFTWARE IN YOUR USE.
- (g) Public Repositories. You may not integrate Onix AVLib in any application whose code is made public, if Onix AVLib code (component, documentation etc.) gets also made public, in total or in part (not limiting to GitHub, StackOverflow or any other public web location), without our written consent. You are responsible to keep Onix AVLib code, documentation or any other provided resource private. You also not

granted to made public, in total or in part our demo's source code without our written consent.

## 2. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the Software and any copies that you are authorized by Onix to make are the intellectual property of and are owned by Onix and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Onix and its suppliers. The Software is protected by copyright, including without limitation by Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You acknowledge that Onix retains the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Software, and that Onix's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Software and all accompanying printed materials. You will take no actions which adversely affect Onix's intellectual property rights in the Software. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Software, and such use of any trademark does not give you any right of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software. Notifications of claimed copyright infringement should be sent to Onix's copyright agent as further provided on the Onix Web Site.

#### 3. LIMITED WARRANTY AND LIMITATION OF LIABILITY

(a) Limited Warranty and Customer Remedies. YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED TO YOU "AS-IS" WITH NO WARRANTIES FOR USE OR PERFORMANCE, AND ONIX DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WHERE LEGALLY LIABILITY CANNOT BE EXCLUDED FOR THE SOFTWARE, BUT IT MAY BE LIMITED, ONIX'S LIABILITY AND THAT OF ITS SUPPLIERS

SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (USD \$50) IN TOTAL.

- (b) No Other Warranties and Disclaimer. THE FOREGOING LIMITED WARRANTY AND REMEDIES STATE THE SOLE AND EXCLUSIVE REMEDIES FOR ONIX OR ITS SUPPLIER'S BREACH OF WARRANTY. ONIX AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ONIX AND ITS MAKE NO WARRANTIES, SUPPLIERS CONDITIONS. REPRESENTATIONS OR TERMS. EXPRESS OR WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONIX AND ITS OTHER ALL SUPPLIERS DISCLAIM WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO. IMPLIED WARRANTIES OF MERCHANTABILITY. FOR A PARTICULAR PURPOSE, SATISFACTORY FITNESS QUALITY, INFORMATIONAL CONTENT OR ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.
- (c) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL ONIX OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT

OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ONIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such states and jurisdictions, Onix's liability shall be limited to the greatest extent permitted by law and the limitations or exclusions of warranties and liability contained herein do not prejudice applicable statutory consumer rights of person acquiring goods otherwise than in the course of business. The disclaimer and limited liability above are fundamental to this Agreement between Onix and you.

(d) Waiver and Indemnity. BY USING THE SOFTWARE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO SAVE AND PROTECT, HOLD HARMLESS, INDEMNIFY AND DEFEND ONIX, ITS OWNERS, OFFICIALS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AGAINST ANY AND ALL LIABILITY, CAUSES OF ACTION, CLAIMS, LOSS DAMAGE OR COST AND EXPENSE ARISING FROM, ALLEGEDLY ARISING FROM, OR RESULTING DIRECTLY OR INDIRECTLY FROM ANY ACTS OF THE LICENSEE ANY OF ITS OFFICIALS, EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS DONE IN THE PERFORMANCE. OPERATION, OR USE OF THE SOFTWARE, OR ANY ACT DONE UNDER PRETENDED AUTHORITY OF THIS LICENSE. AGREEMENT TO INDEMNIFY AND HOLD ONIX HARMLESS SHALL INCLUDE ANY COSTS INCURRED BY ONIX IN DEFENDING ANY ACTION INVOLVING AN ACT BY YOU OR ANY OF YOUR OFFICIALS, EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS, AND SHALL INCLUDE ANY ATTORNEY'S FEES INCURRED BY ONIX.

# 4. SUPPORT AND MAINTENANCE

Onix can offer updates & support only at its option and in its sole discretion. Onix does not obliged to offer maintenance releases to you. In case of Onix's updates & support Onix can ask you to report any Software problem or error to Onix. If Onix determines that a reported reproducible material error in the Software exists and significantly

impairs the usability and utility of the Software, Onix agrees to use reasonable commercial efforts to correct or provide a usable work-around solution in an upcoming maintenance release or update, which is made available at certain times at Onix's sole discretion.

If Onix, in its discretion, requests written verification of an error or malfunction discovered by you or requests supporting example files that exhibit the Software problem, you shall promptly provide such verification or files, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Software fails to perform. You shall use reasonable efforts to cooperate in diagnosis or study of errors. Onix may include error corrections in maintenance releases, or updates of the Software if they take place.

Onix is not obligated to fix errors that are immaterial. Immaterial errors are those that do not significantly impact use of the Software as determined by Onix in its sole discretion. In any case technical support only covers issues or questions resulting directly out of the operation of the Software and Onix will not provide you with generic consultation, assistance, or advice under any circumstances.

Updating Software may require the updating of software not covered by these terms before installation. Updates of the operating system and application software not specifically covered by these terms are your responsibility and will not be provided by Onix. Onix's obligations under these terms are contingent upon your proper use of the Software and your compliance with the terms and conditions of the applicable Onix software license agreement governing your use of the Software at all times.

Onix's opinion, the Software has failed due to the following conditions: (i) damage caused by the relocation of the software to another location or CPU; (ii) alterations, modifications or attempts to change the Software without Onix's written approval; (iii) causes external to the Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; (iv) your failure to maintain the Software at Onix's specified release level; or (v) use of the Software with other software without Onix's prior written approval. It will be your sole

responsibility to: (i) comply with all Onix-specified operating and troubleshooting procedures and then notify Onix immediately of Software malfunction and provide Onix with complete information thereof; (ii) provide for the security of your confidential information and other proprietary information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.

# 5. SOFTWARE ACTIVATION, UPDATES AND LICENSE METERING

- (a) **License Metering**. The Software could communicate with the Onix License Server. In case of communication mentioned above you permit Onix to use your network for license compliance monitoring and metering and to generate compliance reports that are communicated to Onix from time to time.
- (b) **Copyright Protection**. You agree that efforts to circumvent or disable Onix's copyright protection mechanisms or communications mentioned above violate Onix's intellectual property rights as well as the terms of this Agreement. Onix expressly reserves the rights to seek all available legal and equitable remedies to prevent such actions and to recover lost profits, damages and costs.
- (c) **Use of Data**. The terms and conditions of the Privacy Policy are set out in full at <a href="https://onix-systems.com/privacy-policy">https://onix-systems.com/privacy-policy</a> and are incorporated by reference into this Agreement. By your acceptance of the terms of this Agreement and/or use of the Software, you authorize the collection, use and disclosure of information collected by Onix for the purposes provided for in this Agreement and/or the Privacy Policy. Onix has the right in its sole discretion to amend this provision of the Agreement and/or Privacy Policy at any time.
- (d) **Audit Rights.** You agree that Onix may audit your use of the Software for compliance with the terms of this Agreement at any time upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Onix for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

# 6. Fees and Payment.

- (a) Taxes and Third-Party Fees. You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees, foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses. If you are located in a different country from the Onix that you are transacting with, your payments will be made to a foreign entity.
- (b) **Credit Card Information**. If you do not notify us of updates to your payment method, to avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

## 7. TERM AND TERMINATION

This Agreement is effective as of the start of using the Software in any way at any time and will continue, unless earlier terminated as set forth below.

You may stop using the Software at any time, but it does not relieve you of any obligation to pay any outstanding fees.

If Onix terminates these Agreement for reasons other than for cause, then Onix will make reasonable effort to notify you at least 5 days prior to termination via the email address you provide to Onix. Onix may, at any time, terminate your right to use and access the Software if:

- (a) you breach any provision of these Agreement (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);
- (b) Onix is required to do so by law (for example, where the Software is, or becomes, unlawful).

**Survival**. Upon expiration or termination of these Agreement, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive.

## 8. THIRD PARTY SOFTWARE

The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at our Website and are made a part of and incorporated by reference into this Agreement. By accepting this Agreement, you are also accepting the additional terms and conditions, if any, set forth therein.

### 9. REFUNDS

Onix provides no refunds on the sold services and licenses, all sales are final.

#### 10. ABUSE

You may not engage in illegal, abusive, or irresponsible behavior. Onix reserves the right to terminate the service or the license of any customer without refund for such actions.

# 11. GENERAL PROVISIONS

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior written and oral understandings of the parties with respect to the subject matter hereof. Any notice or other communication given under this Agreement shall be in writing and shall have been properly given by either of us to the other if sent by certified or registered mail, return receipt requested, or by overnight courier to the address shown on Onix's Web site for Onix and the address shown in Onix's records for you, or such other address as the parties may designate by notice given in the manner set forth above.

This Agreement will bind and inure to the benefit of the parties and our respective heirs, personal and legal representatives, affiliates,

successors and permitted assigns. The failure of either of us at any time to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same or any other term of this Agreement.

This Agreement may be amended only by Onix.

In the event of a breach or threatened breach of this Agreement by either party, the other shall have all applicable equitable as well as legal remedies.

Each party is duly authorized and empowered to enter into and perform this Agreement. If, for any reason, any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall continue in full force and effect to the fullest extent allowed by law. The parties knowingly and expressly consent to the foregoing terms and conditions.