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LOAD TESTING SOFTWARE AGREEMENT

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Wowza Software License Key: ENGM4 rYbPk dcFBA dWKFT XFGUN FjyVe

Thank you for your interest in licensing the Wowza® Load Testing software for testing the load capacity of the Wowza Media Server® and Wowza Streaming Engine™ Software licensed by Wowza to you. Wowza will deliver the Load Testing Software to you upon receipt of an executed version of this Load Testing Software Agreement ("Agreement"), acknowledging your acceptance of the following terms and conditions:

1. Definitions.

- a. "You" or "you" means (i) the natural person or the entity that is agreeing to be bound by this Agreement, (ii) Your employees and third party contractors that provide services to You, and (iii) any of your customers using the Load Testing Software.
- b. "Load Testing Software" means the software product and any accompanying documentation that is licensed to You under this Agreement for simulating variable concurrent connections to the Wowza Media Server Software.
- c. "Server" means a single physical computer comprised of no more than sixteen (16) actual or virtual central processing unit cores running no more than one unique copy of an operating system. For example, an eight (8) core Intel Nehalem™ system with two (2) hardware threads per core constitutes sixteen (16) cores. Furthermore, (i) multiple computers that share processing power or operate in a networked configuration as a single logical computer, such as a "server farm," "cluster" or similar arrangement constitute multiple Servers, and (ii) multiple virtual machines within a technical environment that partitions a physical computer into multiple virtual machines such that each virtual machine has the appearance and capability of running on its own dedicated machine constitute multiple Servers.
- d. "Wowza" shall mean Wowza Media Systems, LLC, 31207 Keats Way, Suite 102, Evergreen, CO, 80439, USA ("Wowza").
- e. "Wowza Media Server Software" means the Wowza software product for streaming media over the Internet.
- f. "Your Wowza Media Server Software" means the Wowza Media Server Software that is licensed to You under the Wowza Media Server Software End User License Agreement in effect at the time of such license, or any other license agreement with Wowza.

2. License Grant. The Load Testing Software is licensed, not sold. Subject to the terms of this Agreement, Wowza hereby grants You a non-exclusive, non-transferable, world-wide license, without rights to sublicense, to download and install the Load Testing Software on one (1) or more Servers and use the Load Testing Software for the sole purpose of generating concurrent connections to Your Wowza Media Server Software to test and determine the load capacity of Your Wowza Media Server Software. Upon Wowza's request, You shall provide Wowza with the test results obtained by using the Load Testing Software.
3. License Restrictions. You shall not:
 - a. use the Load Testing Software for generating concurrent connections to any software other than Your Wowza Media Server Software as permitted in Section 2;
 - b. use the Load Testing Software for generating concurrent connections to any other Wowza Media Server Software licensed to any other person or entity;
 - c. use the Load Testing Software for any purpose other than the sole purpose as permitted in Section 2;
 - d. copy the Load Testing Software except for a reasonable number of machine-readable copies of the Load Testing Software for backup or archival purposes and except as expressly permitted in this Agreement;
 - e. remove any titles, trademarks, service marks or trade names, copyright notices, legends, or other proprietary markings on the Load Testing Software;
 - f. sell, lease, license, sublicense, rent, assign, distribute, export or otherwise transfer in whole or in part the Load Testing Software or Your rights in the Load Testing Software to another party;
 - g. authorize or allow any portion of the Load Testing Software to be copied onto another individual or entity's Server, computer or any other storage device;
 - h. modify or create derivative works based upon the Load Testing Software;
 - i. decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Load Testing Software, in whole or in part;
 - j. unbundle, break apart or repackage the Load Testing Software or any of its component parts for any reason whatsoever; or
 - k. bundle or distribute the Load Testing Software in any manner whatsoever.
4. Employees and Customers. You are responsible for ensuring that any of Your employees or customers using the Load Testing Software fully comply with the terms of this Agreement. You shall remain completely liable for any and all acts and omissions of such employees or customers.
5. Outsourcing and Third Parties. You are responsible for ensuring that any third party or facilities management contractor that operates the Load Testing Software on Your behalf fully complies with the terms of this Agreement. You shall remain completely liable for any and all acts and omissions of such third parties.
6. Title. Wowza retains all right, title, and interest in and to the Load Testing Software and in all related copyrights, trade secrets, patents, trademarks, service marks, domain names and any other intellectual and industrial property and proprietary rights, including but not limited to any registrations, applications, renewals, and extensions of such rights. Wowza retains all rights not expressly granted to You.
7. Confidentiality And Intellectual Property Rights.
 - a. The Load Testing Software and any copies thereof are the exclusive intellectual property of Wowza and protected by copyright laws and international treaties as well as other intellectual property laws and treaties. The structure, organization and code of the Load Testing Software are confidential information and are valuable trade secrets of Wowza. You agree that any disclosure by You of Wowza's confidential information will cause immediate, irreparable harm to Wowza for which equitable remedies may be awarded by a court of competent jurisdiction. Except as expressly stated herein, Wowza does not grant You any intellectual property rights in or to the Load Testing Software. All rights not expressly granted herein are reserved by Wowza.
 - b. You hereby agree to maintain the confidentiality of the Load Testing Software and other intellectual property of Wowza using at least as great a degree of care as You use to maintain the confidentiality of Your own most confidential information. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by You who come into contact with the Load Testing Software and other intellectual property of Wowza, and to use reasonable best efforts to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Load Testing Software and other intellectual property of Wowza for the purpose of deriving the source code of the Load Testing Software.

8. Termination. This Agreement shall terminate when Your license to Your Wowza Media Server Software terminates. Wowza may terminate this Agreement immediately and without notice if You fail to comply with any term of this Agreement. In the event of termination of this Agreement for any reason, You shall destroy all copies of the Load Testing Software and remove the Load Testing Software and all copies thereof, including all backup copies, from the Server and all computers and other media on which it is installed, stored or archived. If requested by Wowza, You will provide Wowza with written certification that You have completed all required actions.
9. Limited Warranty. Wowza warrants that the media, if any, on which the Load Testing Software is delivered will be free of defects and that the Software will substantially conform to the description contained in the applicable end user documentation in each case for a period of 90 days after the date of shipment of the Load Testing Software. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WOWZA PROVIDES THE LOAD TESTING SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH YOU, AND WOWZA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN THE EVENT YOU OBTAINED THIS LICENSE FROM A RESELLER OR DISTRIBUTOR, WOWZA SHALL HAVE NO OBLIGATION TO YOU UNDER ANY WARRANTY GIVEN BY SUCH RESELLER OR DISTRIBUTOR, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES.
10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WOWZA BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. WOWZA'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES, IF ANY, PAID BY YOU FOR THE LOAD TESTING SOFTWARE LICENSED TO YOU UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER WOWZA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
11. Entire Agreement. This Agreement sets forth Wowza's entire liability and Your exclusive remedy with respect to the Load Testing Software and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Load Testing Software. You acknowledge that this Agreement is a complete statement of the agreement between You and Wowza with respect to the Load Testing Software, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Load Testing Software.
12. Headings. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.
13. Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. This Agreement may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.
14. Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.
15. Representations. You represent and warrant that You are authorized to enter into this Agreement and comply with its terms. Furthermore, You represent and warrant that You will at any and all times meet Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Load Testing Software.
16. Governing Law. This Agreement will be governed by California law and the United States of America, without regard to its choice of law principles, and You and Wowza hereby agree to submit to the exclusive jurisdiction and venue of the United States Federal District Court for the Northern District of California. The United Nations Convention for the International Sale of Goods shall not apply.
17. Survival of Terms. The following terms shall survive termination of this Agreement: Section 1 (Definitions), Section 3 (License Restrictions), Section 4 (Employees and Customers), Section 5 (Outsourcing and Third Parties), Section 6 (Title), Section 7 (Confidentiality and Intellectual Property Rights), Section 8 (Termination), Section 9 (Limited Warranty), Section 10 (Limitation of Liability), Section 11 (Entire Agreement), Section 16 (Governing Law), and Section 17 (Survival of Terms).


18. Notice to U.S. Government End Users.

- a. Commercial Items. The Load Testing Software and any accompanying documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.
- b. U.S. Government Licensing of Wowza Load Testing Software. You agree that when licensing the Load Testing Software for acquisition by the U.S. Government, or any contractor therefore, You will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Wowza agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

If You have any questions about this Agreement, please contact Wowza at test@wowza.com.

Agreed To and Accepted By:Printed Name: Antoni BertranTitle: CEO

Signature: _____

DocuSigned by:

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Date: 5/9/2014**INSTRUCTIONS FOR OBTAINING THE LOAD TEST TOOL:**

There are two versions of the Flash RTMP Load Test Tool. Download the version of the tool that matches the server version you're running:

Wowza Streaming Engine 4.0:

<http://www.wowza.com/downloads/WowzaStreamingEngine-4-0-1/WowzaStreamingEngine-loadtool-4.0.1.zip>

or

Wowza Media Server 3.5-3.6:

<http://www.wowza.com/downloads/WowzaMediaServer-3-5-0/WowzaMediaServer-loadtool-3.5.0.zip>

For best performance, please update your Wowza Media Server(R) or Wowza Streaming Engine(tm) software with the latest patch:

<http://www.wowza.com/forums/content.php?199-Development-Builds>

If you have technical questions, information can be found on our support forum:

<http://www.wowza.com/forums/forumdisplay.php?72>

If you still require technical assistance, please email support@wowza.com.