

END-USER LICENSE AGREEMENT FOR STREAMHUB

STREAMHUB SERVER, ENTERPRISE EDITION
STREAMHUB SERVER, WEB EDITION
STREAMHUB SERVER, COMMUNITY EDITION

PLEASE READ THIS END-USER LICENSE AGREEMENT (“EULA”) CAREFULLY. BY INSTALLING OR USING THE SOFTWARE THAT ACCOMPANIES THIS EULA (“SOFTWARE”), YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE.

1. GENERAL. This EULA is a legal agreement between you (either an individual or a single entity) and StreamHub Limited (“StreamHub”) of 3 Jackson Wharf, Adderley Road, Bishop's Stortford, CM23 3AX. StreamHub Limited is registered in England and Wales, registration number 6985825. This EULA governs the Software, which includes computer software (including online

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- “Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”); and
- “Client Software” allows a device to access or use the Server Software.

2. GRANT OF LICENSE. StreamHub grants you the following rights, conditioned on your compliance with all the terms and conditions of this EULA:

a. Server Software.

IF YOU HAVE STREAMHUB ENTERPRISE EDITION, THE FOLLOWING APPLIES:

The Server Software is licensed on an individual server basis. You need one software license for each of your Servers. Additionally, each license is limited to a number of maximum concurrent users outlined in a separate agreement between you and StreamHub. You may not attempt to remove, circumvent or in anyway exceed the maximum user limit imposed by the license. You may install and run any number of copies of the Server Software on your Server provided that you have the required license and do not exceed the user limit set out in the license.

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For each license acquired, you may install one copy of the Server Software on a single Server. That copy may be used only as the Server Software is designed to be used. The Server Software may not be used in a group beyond one machine, e.g. multiple machines all processing the same application or purpose. Additionally, each license is limited to a number of maximum concurrent users outlined in a separate agreement between you and StreamHub. You may not attempt to remove, circumvent or in anyway exceed the maximum user limit imposed by the license. You may install and run any number of copies of the Server Software on your Server provided that you have the required license and do not exceed the user limit set out in the license.

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For each license acquired, you may install one copy of the Server Software on a single Server. That copy may be used only as the Server Software is designed to be used. The Server Software may not be used in a group beyond one machine, e.g. multiple machines all processing the same application or purpose. Additionally, each license is limited to a number of maximum concurrent users outlined in a separate agreement between you and StreamHub. You may not attempt to remove, circumvent or in anyway exceed the maximum user limit imposed by the license. You may install and run any number of copies of the Server Software on your Server provided that you have the required license and do not exceed the user limit set out in the license.

FOR ALL THREE EDITIONS (COMMUNITY, WEB AND ENTERPRISE) OF STREAMHUB SERVER
2004, PARAGRAPHS (b) THROUGH (f) APPLY:

b. Client Software. You may install and use the Client Software on any number of internal devices so long as it is being used only in conjunction with the Server Software.

c. Tool/Services Software/Additional Components. You may install and use the Administration and Monitoring Tools, Development Tools, and Administration Tool components of the Software solely for internal use in conjunction with the Server Software.

d. Device Access. Any number of your devices may use or access the services of a Server running the Server Software so long as you have acquired the valid license(s) for the Server Software.

e. Additional StreamHub Software. The Software may include additional StreamHub software with a separate end user license agreement for such software. You may install and use the additional StreamHub software on the same

Server as and solely

for internal use and in conjunction with the Server Software and your use of any additional StreamHub software is subject to the terms and conditions of this EULA regardless of any end user license agreement that may be included with the additional StreamHub software.

f. Third party Software. This EULA does not grant you any rights to use third party software included as part of the Software. Your use of such third party software is subject to your acceptance of the terms and conditions of any license agreement contained in that software.

3. USE OF REDISTRIBUTABLE SOFTWARE (“SDK SOFTWARE”). You may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software (“Applications”). You may modify the Sample Code (identified in the “example” directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, “modifications” shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as “redistributable” (collectively, the “Redistributable Code”) provided that you agree: (1) to distribute the Redistributable Code in object code form and only in conjunction with your Application, which Application adds significant and primary functionality to the Redistributable Code; (2) not to use StreamHub’s name, logo, or trademarks to market the Application; (3) to display your own valid copyright notice in your name on the Application which shall be sufficient to protect StreamHub’s copyright in the Redistributable Code; (4) to indemnify, hold harmless, and defend StreamHub from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Application; (5) to distribute your Application (if your Application is distributed beyond your premises or externally from your organization) pursuant to an end user license agreement which may be “break-the-seal”, “click-wrap” or signed, with terms no less protective than those contained in this EULA; (6) not to remove or obscure any copyright, trademark or patent notices that appear in the Redistributable Code as delivered to you; (7) to otherwise comply with the terms of this EULA; and (8) that StreamHub reserves all rights not expressly granted.

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b. Benchmark Testing. You may not disclose the results of any benchmark test of the Software to any third party without StreamHub’s prior written approval.

5. PRODUCT SUPPORT SERVICES. StreamHub may provide you with product support services related to the Software. Use of any such support services is governed by the StreamHub policies and programs described in the user manual, in online documentation, on StreamHub’s support webpage, or in other StreamHub-provided materials. Any software StreamHub may provide you as part of support services are governed by this EULA, unless separate terms are provided. This EULA does not obligate StreamHub to provide any support services or to support any software provided as part of those services.

6. CONSENT TO USE OF DATA. You agree that StreamHub and its affiliates may collect and use technical information gathered as part of the support services provided to you, if any, related to the Software. StreamHub may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

7. DOWNGRADES

Instead of installing and using the Server Software, you may install and use one copy of an earlier version of the Server Software on a single Server. Your use of such earlier version shall be governed by this EULA, where applicable, and your rights to use such earlier version shall terminate when you install the current version of Server Software.

8. EXPORT RESTRICTIONS. You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

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10. TERMINATION. Without prejudice to any other rights, StreamHub may terminate this EULA if you are not in compliance with all the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

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EXCEPT FOR THE SDK SOFTWARE AND REDISTRIBUTABLE CODE WHICH ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, StreamHub warrants that the Software will perform substantially in accordance with the accompanying materials for a period of thirty (30) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (THIRTY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE THIRTY-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Software, including without limitation, any (if any) updates or bug fixes provided to you after the expiration of the thirty-day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

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This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or fifteen (15) days, whichever is longer, and StreamHub will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with StreamHub’s warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by StreamHub are available without proof of purchase from an authorized international source. To exercise your remedy, contact: StreamHub, 3 Jackson Wharf, Adderley Road, Bishop's Stortford, CM23 3AX, United Kingdom, or the StreamHub subsidiary serving your country.

12. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. **EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STREAMHUB AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.**

13. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STREAMHUB OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF STREAMHUB OR ANY SUPPLIER, AND EVEN IF STREAMHUB OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF STREAMHUB AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY STREAMHUB WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 11, 12, AND 13) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

15. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

16. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

17. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and StreamHub relating to the

Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any StreamHub policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control unless the parties otherwise agree in writing. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

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Sauf pour celles du “SDK/Redistributables,” qui sont fournies “comme telles,” StreamHub garantit que le Produit fonctionnera conformément aux documents inclus pendant une période de 30 jours suivant la date de réception. Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu’une loi fédérale ou provinciale ou d’un État en interdit le déni, vous jouissez également d’une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (TRENTE JOURS). IL N’Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE TRENTE JOURS. Certains États ou territoires ne permettent pas de limiter la durée d’une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s’appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l’expiration de la période de trente jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi.

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VOTRE RECOURS EXCLUSIF. La seule responsabilité obligation de StreamHub et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de StreamHub exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à StreamHub avec une copie de votre reçu. Vous recevrez la compensation choisie par StreamHub, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d’envoi du Logiciel à StreamHub). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l’extérieur des États-Unis ou du Canada, ces recours ou l’un quelconque des services de soutien technique offerts par StreamHub ne sont pas disponibles sans preuve d’achat d’une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec StreamHub et vous adresser au StreamHub, 3 Jackson Wharf, Adderley Road, Bishop's Stortford, CM23 3AX, UK, ou à la filiale de StreamHub de votre pays.

DÉNI DE GARANTIES. La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s’il en est) créées par une publicité, un document, un emballage ou une autre communication. Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS par StreamHub et ses fournisseurs, lesquels par les présentes dénie toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d’adaptation à une fin particulière, de fiabilité ou de disponibilité, d’exactitude ou d’exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l’art, d’absence de virus et d’absence de négligence, le tout à l’égard du Logiciel et de la prestation ou de l’omission de la prestation des services de soutien technique ou à l’égard de la fourniture ou de l’omission de la fourniture de tous autres services, renseignements, logiciels, et contenu qui s’y rapporte grâce au Logiciel ou provenant autrement de l’utilisation du Logiciel. PAR AILLEURS, IL N’Y A

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EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS STREAMHUB OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE STREAMHUB OU DE TOUT FOURNISSEUR ET MÊME SI STREAMHUB OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ DE STREAMHUB ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÉPARATION OU DE REMPLACEMENT CHOISI PAR STREAMHUB À L'ÉGARD DE TOUT MANQUEMENT À LA GARANTIE LIMITÉE) SE LIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec StreamHub pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de StreamHub desservant votre pays, ou visitez StreamHub sur le World Wide Web à <http://www.streamhub.com>.

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Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

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