

WOWZA MEDIA SYSTEMS' WOWZA MEDIA SERVER

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- 6.2 Headings. Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.
- 6.3 Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.
- 6.4 Severability. If any provision of this EULA 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 EULA will not be affected.
- 6.5 No Responsibility for Content. You acknowledge and understand that the Content resulting from the use of the Software is entirely the responsibility of the person from whom such Content originated. Wowza will not be liable for any Content resulting from the use of the Software.
- 6.6 Representations. You represent and warrant that You are authorized to enter into this EULA 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 Software.

6.7 Governing Law. This EULA 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.

6.8 Contact Information. If You have any questions about this EULA, please contact Wowza at info@wowzamedia.com.

6.9 Survival of Terms. The following terms shall survive termination of this EULA: Section 2.2 (License Restrictions), Section 2.3 (Sample Code), Section 2.4 (Outsourcing and Third Parties), Section 2.5 (Customers), Section 2.6 (Title), Section 2.7 (Other Restrictions), Section 3 (Confidentiality and Intellectual Property Rights), Section 5 (Limited Warranty and Limitation of Liability), Section 6.5 (No Responsibility for Content) and Section 6.7 (Governing Law).

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