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Products, and Services including
the Wowza Video Intelligence Framework™

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- 4.8.5 Wowza reserves the right to change the annual, monthly, and daily fees to be paid by you, as set forth on the Wowza Website, at any time without advance notice and in Wowza’s sole discretion; changes in license fees will be posted on the Wowza Website and may additionally be provided to you by email to your Email Address;
- 4.8.6 in the event Wowza does not receive amounts due from you to Wowza related to your annual, monthly, or daily subscription(s) by the due date for any reason, or your payment is disputed, declined, reversed, refused, charged back, or dishonored, Wowza shall have the right to immediately terminate your license to the Software without further notice to you;
- 4.8.7 in the event any overdue amount owed by you is not paid following ten (10) days notice from Wowza to your Email Address, then in addition to the amount due, Wowza may impose and you shall pay a late payment charge in addition to the overdue amount at the rate of one percent (1%) per month on such overdue amount, or the highest amount allowable by applicable law, whichever is higher;
- 4.8.8 your license to the Software may permit the use of paid and free AddOns (which may require additional payment), provided, however, that your use of such AddOns shall be additionally governed by the applicable provisions herein as if you had been issued a separate, unique License Key to such AddOn;
- 4.8.9 Wowza may, in its sole discretion, discontinue or limit the supply or availability of the Software at any time;
- 4.8.10 in the event this EULA is terminated for any reason, your obligation to pay the annual, monthly, or daily fees accrued prior to the date of termination shall survive termination of this EULA;
- 4.8.11 you agree to keep a valid form of payment on file with and available to Wowza, in the system or systems dictated by Wowza, at all times.

4.9 Wowza Transcoder AddOn (1-channel) License. This section applies only if you have obtained a valid Wowza Transcoder AddOn (1-channel) License Key to the Software, or are otherwise using the Wowza Transcoder AddOn (1-channel) Software.

Transcoder AddOn (1-channel) License Keys begin with “TRN14”. In addition to the other terms contained herein, for each separate, unique, and valid Wowza Transcoder AddOn (1-channel) License Key:

4.9.1 your license to the Wowza Transcoder AddOn (1-channel) Software is limited to one (1) Instance of the Wowza Transcoder AddOn (1-channel) Software on one (1) Server for use with no more than one (1) Instance of Wowza Streaming Engine Perpetual Edition Software, which shall permit you to transcode no more than one (1) Channels;

4.9.2 you must obtain at least one (1) Wowza Streaming Engine Perpetual Edition license to use one (1) or more Wowza Transcoder AddOn (1-channel) licenses; and

4.9.3 you may use more than one (1) Wowza Transcoder AddOn (1-channel) license with each Wowza Streaming Engine Perpetual Edition Instance.

4.10 Wowza Transcoder AddOn (Unlimited) License. This section applies only if you have obtained a valid Wowza Transcoder AddOn (Unlimited) License Key to the Software, or are otherwise using the Wowza Transcoder AddOn (Unlimited) Software.

Transcoder AddOn (Unlimited) License Keys begin with “TRNU4”. In addition to the other terms contained herein, for each separate, unique, and valid Wowza Transcoder AddOn (Unlimited) License Key:

4.10.1 your license to the Wowza Transcoder AddOn (Unlimited) Software is limited to one (1) Instance of the Wowza Transcoder AddOn (Unlimited) Software on one (1) Server for use with no more than one (1) Instance of Wowza Streaming Engine Perpetual Edition Software, which shall permit you to transcode an unlimited number of Channels; and

4.10.2 you must obtain at least one (1) Wowza Streaming Engine Perpetual Edition License to use one (1) or more Wowza Transcoder AddOn (Unlimited) licenses.

4.11 Wowza DRM AddOn License. This section applies only if you have obtained a valid Wowza DRM AddOn License Key to the Software, or are otherwise using the Wowza DRM AddOn Software. DRM AddOn License Keys begin with “DRMA4”. In addition to the other terms contained herein, for each separate, unique, and valid Wowza DRM AddOn License Key:

4.11.1 your license to the Wowza DRM AddOn Software is limited to one (1) Instance of the Wowza DRM AddOn Software on one (1) Server for use with no more than one (1) Instance of Wowza Streaming Engine Perpetual Edition Software;

4.11.2 you may not use more than one (1) Wowza Streaming Engine Perpetual Edition license with each one (1) Wowza DRM AddOn Software license; and

4.11.3 you may not use more than one (1) Wowza DRM AddOn Software license with a single (1) Wowza Streaming Engine Perpetual Edition license.

4.12 Wowza nDVR AddOn License. This section applies only if you have obtained a valid Wowza nDVR AddOn License Key to the Software, or are otherwise using the Wowza nDVR AddOn Software. nDVR AddOn License Keys begin with “DVRA4”. In

addition to the other terms contained herein, for each separate, unique, and valid Wowza nDVR AddOn License Key:

4.12.1 your license to the Wowza nDVR AddOn Software is limited to one (1) Instance of the Wowza nDVR AddOn Software on one (1) Server for use with no more than one (1) Instance of Wowza Streaming Engine Perpetual Edition Software;

4.12.2 you may not use more than one (1) Wowza Streaming Engine Perpetual Edition license with each one (1) Wowza nDVR AddOn license; and

4.12.3 you may not use more than one (1) Wowza nDVR AddOn Software license with a single (1) Wowza Streaming Engine Perpetual Edition license.

5. **LICENSE KEY INTEGRITY: DATA COLLECTION.** In addition to the types of licenses discussed in Section 4, above, Wowza offers different types of License Keys. In general, License Keys are either “online” or “offline”. Offline License Keys are defined in Section 1. The type of License Key you obtain from Wowza dictates further requirements and restrictions, as described in this Section 5.

5.1 Non-Offline License Keys.

5.1.1 Unless you have an Offline License Key, the Software shall periodically call into and connect with hardware, software, or other systems designated by Wowza to assist Wowza in validating your Software license; you shall permit the Software to do so. Information that may be collected by Wowza for this purpose shall include, without limitation: (i) the version of Software you are using; (ii) a global unique identifier (“GUID”) based on such version; (iii) your operating system and processor information; (iv) information regarding your usage of the Software; (v) your Java version information; (vi) whether you are using a particular feature or not; and (vii) your AddOn usage, if any. Wowza will take ordinary care to protect information collected pursuant to this Section but may use such information in any way and for any purpose, in its sole discretion.

5.1.2 Unless you have an Offline License Key, in the event the Software fails to periodically call into and connect with the hardware, software, or other systems designated by Wowza, Wowza shall have the right to terminate your license to use the Software without further notice to you three (3) days following of the last date of successful contact of the Software with the Wowza hardware, software, or designated system.

5.2 Other License Key Types and Data Collection.

5.2.1 If you have a type of License Key or licensing mechanism not specifically described here, that License Key may include additional restrictions, limitations, or specifications, in each case as provided by Wowza, either on the Wowza Website or by email or other notice to you. You agree to comply with any such additional restrictions, limitations, or specifications.

5.2.2 Regardless of the type of Software license or License Key you have the Software may periodically call into and connect with hardware, software, or other systems designated by Wowza, and Wowza may collect, maintain, process, and use diagnostic, technical, usage, and related information, including but not limited to information about your

computer, system, application software, and peripherals, along with information about usage of the foregoing. Such information may also be collected in connection with Wowza's provision of the Services. Wowza may use such information to facilitate the provision of Software updates and support, verify your compliance with this EULA, improve Wowza's products and services, or for any other purpose in its sole discretion.

5.3 License Keys, Generally. You agree to not take any action that is intended or likely to defeat, weaken, or threaten any security or License Key integrity measures employed by Wowza, including without limitation, measures intended to prevent duplicate, pirated, or similar unauthorized License Keys or use of the Software. You agree that you are solely and completely responsible for License Key abuse related to an Offline License Key issued to you.

6. **MAINTENANCE AND SUPPORT.** Wowza offers the Services during applicable Services Periods on a per-License Key basis. Additional terms and conditions regarding the Services may be posted on the Wowza Website or communicated to you by Wowza from time to time.

6.1 Services Provided Per-License Key. The Services are provided on a per-License Key basis, and not on a per-customer or per-company basis. Each License Key has an individual Services Period that begins on the date you obtained such License Key from Wowza or purchased an additional Services Period for such License Key from Wowza. You agree to only access or obtain the benefit of the Services for the specific License Key(s) provided to Wowza when requesting such Services and you agree to not use the Services, including Updates and Upgrades, for the benefit of any License Key not then entitled to the Services.

6.2 Services Periods. Services are only provided during the Services Period. Services Periods vary by license type. License types are more fully described in Section 4, above.

6.2.1 The Services Period for Trial, Developer, Testing, and Developer Program license type License Keys begin on the date you obtain the corresponding License Key from Wowza and end at the expiration of such license and License Key.

6.2.2 The Services Period for R&D license type License Keys is the Services Period of your shortest-term perpetual or subscription license type License Key.

6.2.3 The Services Period for subscription license type License Keys is the term of such subscription license for the Software.

6.2.4 The initial Services Period for perpetual license type License Keys is either one (1) or three (3) years from the date you obtained a Wowza Streaming Engine Perpetual Edition License Key from Wowza, as specified in your purchasing documents. In order to obtain the Services beyond the initial Services Period, you must purchase additional Services Period(s) from Wowza. In the event of any ambiguity, the Services Period for all perpetual type License Keys shall be deemed to be one (1) year from the date you obtained a Wowza Streaming Engine Perpetual Edition License Key from Wowza.

6.2.5 If you obtained your Software, License Key, or both from a party other than Wowza (such as a Wowza authorized reseller or OEM partner), your Services Period may differ from those described herein.

6.3 **The Services.** Subject to the terms of this EULA and other terms and conditions on the Wowza Website and provided to you from time to time, Wowza will provide the Services to you during the Services Period for each individual License Key.

6.3.1 Wowza will not provide Services related to: (i) prior versions of the Software; (ii) improper installation or use of the Software; (iii) software or other products or services not offered, licensed, and provided to you by Wowza, and the implementation or use of the Software with any of the foregoing; (iv) modified code; (v) other things not specifically described herein as within the scope of the Services.

6.3.2 In the event a Services Period expires for a given License Key and you elect to not purchase additional Services Periods but later wish to receive Services from Wowza related to such License Key, Wowza may, in its sole discretion, require you to purchase Services Periods retroactively to the date on which the relevant Services Period previously lapsed, pay a reinstatement fee, or both.

6.3.3 Wowza may suspend or terminate the Services without owing a refund to you if your use of the Services is determined by Wowza, in its sole and reasonable discretion, to be excessive or improper.

6.3.4 The Services will be provided within the timeframes described on the Wowza Website or in other documentation provided by Wowza. No failure to meet a timeframe to provide Services shall be deemed a breach of this EULA or any obligation of Wowza.

7. **INTELLECTUAL PROPERTY RIGHTS: CONFIDENTIALITY.**

7.1 License Keys and Software are valuable trade secrets and the confidential and proprietary information of Wowza.

7.2 The 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 and organization of the Software, along with its source code and object code, are confidential information and 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 a court of competent jurisdiction may award equitable remedies, as well as any other available legal remedies. Except as expressly stated herein, Wowza does not grant you any intellectual property rights in or to the Software. Wowza reserves all rights not expressly granted herein.

7.3 Patent Marking. The Software, the VIF, and related products, services, and AddOns are protected by one or more patents. Consistent with the virtual patent marking provisions of 35 U.S.C. § 287(a), a current list of applicable Wowza patents is provided at <https://www.wowza.com/legal/patent-notice>, which is incorporated herein by reference. Additional patents may be issued or pending. Nothing in this EULA grants you any license or other right under any Wowza patent except as expressly set forth herein.

7.4 You hereby agree to maintain the confidentiality of the Software, License Keys, and other intellectual property of Wowza using your best efforts, and in no case less than reasonably prudent care for extremely sensitive and proprietary confidential information. You agree to reasonably communicate the terms and conditions of this EULA to those persons employed or engaged by you, or who otherwise come into contact with the Software, License Keys, and other intellectual property of Wowza, and to use best efforts to ensure their compliance with the terms and conditions of this Section 7, including, without limitation, not permitting

such persons to use any portion of the Software, License Keys, and other intellectual property of Wowza for the purpose of deriving the source code of the Software or copying, defeating, or otherwise circumventing License Key codes.

7.5 You are granted no right, title, license to, or interest in the Wowza Trademarks or the copyrights owned by Wowza, and you hereby agree to not use the Wowza Trademarks without Wowza's prior written consent. Notwithstanding the foregoing, you agree that any use of the Wowza Trademarks, whether permitted or otherwise, shall inure to the sole benefit of Wowza. You agree to not: (i) file or prepare any application for registration of any of the Wowza Trademarks; (ii) assert any right, title, license to, or interest in the Wowza Trademarks; (iii) adopt, use, file for registration, or register any

7.6 Wowza Trademarks; List. A non-exhaustive list of the Wowza Trademarks is available at <https://www.wowza.com/legal/trademarks>, which is incorporated herein by reference. The Wowza Trademarks include, without limitation, the Wowza Video Intelligence Framework™ and VIF™ marks, which are registered trademarks of Wowza in the United States and other jurisdictions. The exclusion of any name, mark, or logo from that list does not constitute a waiver of any of Wowza's rights.

trademark, service mark, trade name, logo, or domain name which may be, in Wowza's sole discretion, either an infringement of a Wowza Trademark or Wowza domain name, or may result in a likelihood of confusion with a Wowza Trademark or Wowza domain name; or (iv) encourage, assist, or permit any other person or entity to do anything prohibited by this Section. Notwithstanding the foregoing, you are permitted to identify the Software as "Wowza Streaming Engine" and to identify the source of the Software as "Wowza" or "Wowza Media Systems." Please contact Wowza if you are interested in obtaining additional rights related to Wowza Trademarks.

7.7 You agree that Wowza may use your name, organization name, logos, and other identifying information to identify you as a Wowza customer in marketing and similar efforts, such as marketing collateral, trade show signage, and website content. You agree that such use of your name shall be without royalty or other obligation to you by Wowza.

7.8 From time to time you may provide Wowza with feedback, suggestions, or ideas for changes to the Software (collectively, "Ideas"). Regardless of how Wowza receives or becomes aware of them, all Ideas are the exclusive property of Wowza, are confidential information, and may be used in any manner and for any purpose by Wowza without obligation of any kind to you.

8. **TERMINATION.**

8.1 Termination. Wowza may terminate this EULA immediately and without notice if you fail to comply with any term of this EULA or fail to timely pay any amounts due Wowza. Unless you have a Wowza Streaming Engine Perpetual Edition license, Wowza may terminate this EULA for any reason or no reason upon thirty (30) days advance notice to your Email Address.

8.2 Effect of Termination. In the event of termination, you must immediately and completely cease using the Software in any way, and destroy all copies of the Software and License Keys in your possession or under your control licensed under this EULA. In addition, you must

remove the Software and all copies thereof, including all backup copies, from all Servers, computers, and other media on which it is installed, stored, or archived. If requested by Wowza, you shall provide Wowza with written certification that you have complied with these requirements within three (3) business days of such request. In the event You have incorporated the Software into an asset or product that has been licensed to third parties, all such use of the Software by You or any third party must terminate and any such right of third parties to use a product incorporating the Software also terminates upon termination of this EULA.

9. INDEMNIFICATION BY YOU.

9.1 Generally. You will indemnify, defend, and hold harmless Wowza and its affiliates, and each of their respective officers, directors, shareholders, unitholders, members, employees, agents, advisors, and representatives (collectively, the “Indemnified Parties”) against all liabilities, obligations, losses, costs, damages, and other expenses and attorneys’ fees (collectively, “Indemnified Costs”) arising out of or relating to your breach of this EULA or any other of your acts, omissions, or representations. Without limiting the foregoing, your indemnification under this paragraph shall include, without limitation, indemnification for Indemnified Costs incurred by the Indemnified Parties caused by or related to: (i) the Content; (ii) your violation of applicable law or regulation; or (iii) your provision of services to any third party utilizing the Software; (iv) any claims alleging that Wowza is liable as a fiduciary; and (v) any failure to pay required taxes or other amounts due to third parties related to the Software or this EULA. Without limiting the foregoing, your indemnification obligations shall also include Indemnified Costs caused by or related to: (vi) your use of AI Features or AI Output; (vii) any violation by you of Section 14 of this EULA; (viii) any claim that AI Output generated through your use of the Software caused harm to any third party; and (ix) your failure to comply with applicable laws governing the use of artificial intelligence.

9.2 Intellectual Property Indemnification. You will indemnify, defend, and hold harmless the Indemnified Parties against all Indemnified Costs arising out of or relating to a claim that any of the following infringes any patent, trademark, copyright, trade secret, or other IP right: (i) your modification of the Software; (ii) your use of the Software in combination with any products or services not provided by Wowza; (iii) your use of a version of the Software other than the most current or immediately preceding version; (iv) information, design, specification, instruction or other material provided by you; or (v) your use of the Software other than in accordance with this EULA and other applicable documentation, instructions, and information provided by Wowza or its representatives.

10. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

10.1 Limited Warranty. Wowza warrants that the Software will substantially conform to the description contained in the applicable end user documentation for a period of 90 days after the earlier of the date Wowza issues the License Key or the date you downloaded the Software. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WOWZA PROVIDES THE SOFTWARE AND SERVICES WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU, AND WOWZA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WOWZA DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET YOUR NEEDS OR THAT THE SOFTWARE OR SERVICES WILL BE OR PROVIDE FOR ERROR FREE OPERATION OR OPERATION WITHOUT INTERRUPTION. IN THE EVENT YOU OBTAINED

THIS LICENSE FROM A RESELLER, DISTRIBUTOR, OR OTHER THIRD PARTY, WOWZA SHALL HAVE NO OBLIGATION TO YOU UNDER ANY WARRANTY GIVEN BY SUCH RESELLER, DISTRIBUTOR, OR THIRD PARTY, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES. WITHOUT LIMITING THE FOREGOING, WOWZA EXPRESSLY DISCLAIMS ANY WARRANTY THAT AI FEATURES WILL PRODUCE ACCURATE, UNBIASED, COMPLETE, LAWFUL, OR APPROPRIATE AI OUTPUT, OR THAT AI FEATURES WILL BE FREE FROM ERRORS, HALLUCINATIONS, OR BIAS, OR THAT AI FEATURES WILL COMPLY WITH ANY SPECIFIC REGULATORY REQUIREMENT IN ANY JURISDICTION.

10.1.1 The exclusive remedy for breach of the preceding warranty with regard to the Software is, at Wowza's sole discretion and subject to Wowza's limitation of liability, to either: (i) repair the Software; (ii) replace the Software; or (iii) terminate the license to the Software granted to you and provide you with a pro-rata refund the fees paid by you for the Software for the period of time, if any, that you were prevented from using the Software.

10.1.2 The exclusive remedy for breach of any warranty with regard to the Services is, subject to Wowza's limitation of liability, to re-perform the Services in a commercially reasonable manner.

10.2 Limitation of Liability.

10.2.1 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 RELATED TO THE SOFTWARE, SERVICES, OR OTHER SUBJECT MATTER HEREOF. 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.

10.2.2 WOWZA'S LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, EXCEED THE NET AMOUNT ACTUALLY RECEIVED BY WOWZA, IF ANY, FROM YOU FOR SOFTWARE LICENSE FEES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EARLIER OF THE DATE OF THE FIRST CLAIM ARISING OR YOU FIRST BECOMING AWARE OF SUCH CLAIM. 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. YOU AND WOWZA AGREE THAT, GIVEN THE PRICE OF THE SOFTWARE AND THE NATURE OF THE CIRCUMSTANCES, THE PRECEDING LIMITATIONS ARE FAIR AND REASONABLE.

11. TAXES.

11.1 You shall be solely responsible for, and shall pay directly, all taxes, duties, and charges incurred related to this EULA or the Software or Services, including, without limitation, sales and use taxes, withholding taxes, duties and charges imposed by federal, state or local governmental authorities in the United States or elsewhere. This Section 11.1 shall not apply to taxes levied against the income or capital of Wowza or upon Wowza as employer of Wowza's employees.

- 11.2 You shall collect, report, and pay to the relevant taxing authority, and indemnify Wowza for, any liability relating to applicable excise, property, sales and use, value-added (VAT), or similar taxes, along with any withholding requirement in addition to or in lieu thereof, and any customs, import, export or other duties, levies, tariffs, taxes, or other similar charges that are imposed by any jurisdiction for any and all services provided to any third party as permitted by this EULA.

12. **GENERAL.**

- 12.1 **Entire Agreement.** This EULA, including the Additional Terms, sets forth Wowza's entire liability and your exclusive remedy with respect to the Software, Services, and other subject matter hereof, and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software, Services, and other subject matter hereof. You acknowledge that this EULA, including Additional Terms, is a complete statement of the agreement between you and Wowza with respect to the Software, Services, and other subject matter hereof, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software, Services, and other subject matter hereof. Additional Terms referenced herein are deemed incorporated herein by reference. ANY PURCHASE ORDER OR OTHER DOCUMENT PROVIDED BY OR RECEIVED FROM YOU SHALL BE FOR YOUR INTERNAL USE ONLY AND SHALL NOT BE APPLICABLE TO WOWZA NOR SHALL IT MODIFY THE TERMS OF THIS EULA OR GOVERN YOUR USE OF THE SOFTWARE. WOWZA REJECTS ANY TERMS CONTAINED IN PURCHASE ORDERS OR SIMILAR DOCUMENTS.

- 12.2 **Headings and Interpretation.** Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA. References herein to the singular include the plural, and vice versa. Wowza and You agree that, if an ambiguity or question of intent or meaning arises with respect to any provision of this EULA, this EULA will be construed as being drafted jointly by Wowza and you, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this EULA.

- 12.3 **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. Wowza may modify this EULA from time to time by one of three methods: (i) posting the changes on the Wowza Website; (ii) providing notice of such changes to your Email Address; or (iii) signing a written agreement with you specifying changes to this EULA. You agree to be bound by such changes if you continue using the Software following the effective date of any such change to this EULA. Changes to this EULA are effective upon the earlier of: (i) Wowza posting notice of such changes on the Wowza Website; (ii) Wowza providing notice to your Email Address of such changes; or (iii) the signing of a written amendment modifying this EULA by both you and Wowza. Other than as provided in this Section 12.3, 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.

- 12.4 **Supersession.** This EULA, Additional Terms, or both may be superseded by a subsequent version of this EULA or Additional Terms, as the case may be. Such supersession may occur if you download, install, or use Software or Software upgrades or updates. This EULA supersedes prior EULA versions under which the Software was licensed to you.

- 12.5 Audit. Upon Wowza's request from time to time, You will permit Wowza, or a nationally recognized third party auditor of Wowza's choosing, to audit your compliance with this EULA. You will cooperate and provide commercially reasonable assistance with such audits. You will make available to Wowza or its representatives any records pertaining to the Software, License Keys, integrated products, and other subject matter hereof. The cost of any requested audit will be solely borne by Wowza, except that You will pay the cost of the audit in the event such audit uncovers: (i) an underpayment or amount due to Wowza in excess of \$5,000; or (ii) that You are in violation of any provision of this EULA.
- 12.6 Assignment. You may not assign this EULA or any interest in this EULA without the prior written approval of Wowza.
- 12.7 Notices. Notices required by or related to this EULA from you must be sent via U.S. Mail or reputable overnight carrier, return receipt requested, to the attention of "Legal Department" at Wowza's then-current mailing address, which is presently 7171 W. Alaska Drive, Lakewood, Colorado 80226 USA, with a copy by electronic mail to Wowza may provide notices required by or related to this EULA to you at your Email Address.
- 12.8 Severability. If a 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.
- 12.9 Relationship of You and Wowza. This EULA shall not be construed to create any employment, partnership, joint venture, franchise, or agency relationship between you and Wowza, or to authorize either party to enter into any commitment or agreement binding on the other party.
- 12.10 No Responsibility for Content. You acknowledge and understand that the Content is entirely your responsibility. You acknowledge, agree, and agree to assert and acknowledge in legal proceedings that Wowza exercises no control whatsoever over the Content and that Wowza will not be liable for Content. For the avoidance of doubt, AI Output constitutes "Content" for purposes of this Section 12.10. You acknowledge and agree that AI Output processed, generated, or distributed through your use of the Software is entirely your responsibility, and that Wowza exercises no control over and bears no liability for such AI Output.
- 12.11 Representations. You represent and warrant that you are authorized to enter into this EULA and comply with its terms, and are of legal age to do the same.

Furthermore, you represent and warrant that you will at all times meet your obligations hereunder, and comply with all laws, regulations, and policies that apply to use of the Software. If you are entering into this EULA on behalf of an entity or organization, you represent and warrant that you have full authority to do so and to bind that entity or organization.

- 12.12 Force Majeure. Neither party shall be in default by reason of any failure in performance of this EULA, except for an obligation to pay money, if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or

suppliers, acts of God or of the public enemy, terrorist act, United States or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restriction, strikes, or freight embargos.

12.13 Governing Law. This EULA will be governed by the laws of the State of Delaware, without regard to its choice of law principles. Except as provided in the following Section 12.14, you and Wowza hereby agree to submit to the exclusive jurisdiction and venue of the applicable United States Federal District Court in Delaware for any dispute arising out of or related to this EULA or any of the subject matter hereof. The United Nations Convention for the International Sale of Goods shall not apply to this EULA or the Software.

12.14 ARBITRATION FOR NON-U.S. LICENSEES. IF YOU RESIDE (IF YOU ARE AN INDIVIDUAL) OR ARE DOMICILED (IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF AN ENTITY) OUTSIDE OF THE UNITED STATES, ANY CLAIM OR DISPUTE BROUGHT BY YOU AND ARISING OUT OF OR RELATED TO THIS EULA OR THE SOFTWARE SHALL BE SUBMITTED TO BINDING ARBITRATION IN DELAWARE, USA UNLESS WOWZA AGREES IN WRITING TO WAIVE SUCH REQUIREMENT. Such arbitration shall be before an arbitrator-member of the American Arbitration Association (“AAA”) to be mutually agreed to by the parties, or, in the event the parties cannot agree on a single such arbitrator-member, to a panel of three arbitrator-members selected in accordance with the rules of the AAA. The dispute shall be settled in accordance with the Commercial Arbitration Rules of the AAA and the decision of the arbitrator(s) shall be final and binding upon the parties and judgment may be obtained thereon in a court of competent jurisdiction. The prevailing party shall be entitled to recover from the other party the fees and expenses of the arbitration as well as reasonable attorneys' fees, costs and expenses incurred by the prevailing party. The Convention on the Recognition and Enforcement of Foreign Arbitral Awards shall apply to this EULA if you reside or are domiciled outside of the United States.

12.15 Contact Information. If you have any questions about this EULA, please contact Wowza at

12.16 Survival of Terms. The following terms shall survive termination of this EULA: Section 1 (Definitions); Section 2 (License Grants; Title; Usage by Third Parties); Section 3 (License Restrictions); Section 4 (License Types and Additional License Restrictions); Section 5 (License Key Integrity; Data Collection); Section 6 (Maintenance and Support); Section 7 (Intellectual Property Rights); Section 8 (Termination); Section 9 (Indemnification by You); Section 10 (Limited Warranty and Limitation of Liability); and Section 12 (General). Sections 14 (Artificial Intelligence Features) and 15 (Wowza Video Intelligence Framework) shall also survive any termination of this EULA.

13. NOTICE TO U.S. GOVERNMENT END USERS.

13.1 Commercial Items. The Software, including all related 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.

- 13.2 U.S. Government Licensing of Wowza Software. You agree that when licensing the 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.

14. ARTIFICIAL INTELLIGENCE FEATURES.

- 14.1 Nature of AI Features; No Reliance. The AI Features are provided as experimental, probabilistic tools and are not designed or intended to be relied upon as a substitute for professional judgment, expert advice, or human decision-making. AI Output is inherently uncertain, may be inaccurate, incomplete, biased, or inappropriate, and may vary between uses even with identical inputs. YOU ACKNOWLEDGE THAT AI OUTPUT DOES NOT CONSTITUTE PROFESSIONAL, LEGAL, MEDICAL, FINANCIAL, SAFETY, OR ANY OTHER FORM OF EXPERT ADVICE, AND THAT ANY RELIANCE ON AI OUTPUT IS ENTIRELY AT YOUR OWN RISK.
- 14.2 No Warranty on AI Features. WITHOUT LIMITING SECTION 10 OF THIS EULA, WOWZA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE AI FEATURES OR ANY AI OUTPUT, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT AI OUTPUT WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, UNBIASED, FREE FROM ERRORS OR HALLUCINATIONS, FIT FOR ANY PARTICULAR PURPOSE, OR LAWFUL IN YOUR JURISDICTION OR FOR YOUR INTENDED USE. THE AI FEATURES AND ALL AI OUTPUT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- 14.3 User Responsibility for AI Output. You are solely and exclusively responsible for: (i) independently evaluating and verifying all AI Output before any use, distribution, or reliance thereon; (ii) all decisions made, actions taken, or omissions arising from or related to any AI Output; (iii) ensuring that your use of AI Features and AI Output complies with all applicable laws, regulations, and third-party rights in all jurisdictions where you operate or where the AI Features are accessed; (iv) any harm, loss, or damage arising from your use of, or reliance on, AI Output; and (v) implementing appropriate human oversight and review processes before acting on any AI Output.
- 14.4 Prohibition on High-Risk AI Use. You shall not use the AI Features for any High-Risk AI Use. Without limiting the foregoing, you shall not use AI Features in any application where erroneous or unreliable AI Output could result in death, personal injury, physical damage, or significant infringement of fundamental rights. This prohibition applies regardless of whether such use is otherwise permitted by your license type.

14.5 **AI-Related License Restrictions.** In addition to the restrictions in Section 3, you shall not: (i) represent AI Output as human-generated or conceal from end users that content was generated or processed using AI Features where disclosure is required by applicable law; (ii) use AI Features to generate, process, or distribute Content that is illegal, defamatory, discriminatory, deceptive, or that violates the rights of any third party; (iii) use AI Features to circumvent, deceive, or unlawfully surveil any person or entity; (iv) use AI Output to train, fine-tune, benchmark, or otherwise develop competing artificial intelligence models or systems without Wowza's prior written consent; (v) use AI Features in any manner that would constitute a prohibited use or violation under the EU AI Act, China's Generative AI Service Management Provisions, or any other applicable AI regulation; or (vi) use AI Features to engage in large-scale manipulation of public opinion, generate non-consensual synthetic media of real individuals, or enable unlawful mass surveillance.

14.6 **Regulatory Compliance.** You are solely responsible for determining whether your use of the AI Features subjects you to any regulatory obligations under applicable law (including without limitation the EU AI Act, GDPR, CCPA, or sector-specific AI regulations) and for complying with all such obligations, including but not limited to: registration requirements, conformity assessments, transparency obligations, human oversight requirements, bias audits, and data subject rights. Wowza makes no representation that the AI Features, as configured or used by you, comply with any particular law or regulation.

14.7 **Data Submitted to AI Features.**

14.7.1 You represent and warrant that you have all necessary rights, consents, and authorizations (including under applicable data protection laws) to submit any data, Content, or information to the AI Features for processing.

14.7.2 You acknowledge that data submitted to AI Features may be processed by third-party AI model providers retained by Wowza. Such processing shall be subject to the applicable third-party terms and Wowza's then-current privacy documentation. Wowza makes no warranty regarding the data handling practices of such third-party providers.

14.7.3 You shall not submit to AI Features any: (i) protected health information as defined under HIPAA or equivalent laws; (ii) payment card data subject to PCI-DSS; (iii) government-issued identification numbers; (iv) biometric identifiers; (v) data concerning children under 13 (or the applicable age of digital consent in the relevant jurisdiction); or (vi) any other category of data the processing of which is prohibited or restricted without additional safeguards under applicable law, unless Wowza has expressly agreed to such use in writing.

14.8 **Intellectual Property in AI Output.** As between you and Wowza, you acknowledge that: (i) AI Output may not be protectable by copyright or other intellectual property rights under applicable law; (ii) Wowza makes no representation regarding the intellectual property status of any AI Output; (iii) AI Output may be similar or identical to output generated for other users; and (iv) Wowza does not warrant that AI Output will not infringe the intellectual property rights of any third party. You are solely responsible for obtaining any necessary licenses or permissions related to your use of AI Output.

14.9 **Indemnification for AI-Related Claims.** Without limiting Section 9, you will indemnify, defend, and hold harmless the Indemnified Parties against all Indemnified Costs arising out of or relating to: (i) your use of AI Features or AI Output; (ii) your violation of Section 14.4 (High-Risk AI Use) or Section 14.5 (AI-Related License Restrictions); (iii) any

claim that AI Output you distributed or relied upon was inaccurate, harmful, biased, discriminatory, or unlawful; (iv) your failure to comply with applicable AI regulations; (v) any claim by a data subject arising from data you submitted to AI Features; or (vi) any AI-generated Content you publish, distribute, or incorporate into products or services.

14.10 Specific AI Liability Disclaimer. WITHOUT LIMITING SECTION 10.2, IN NO EVENT WILL WOWZA BE LIABLE FOR: (i) ANY HARM ARISING FROM YOUR RELIANCE ON AI OUTPUT; (ii) INACCURACIES, ERRORS, HALLUCINATIONS, OR BIASES IN AI OUTPUT; (iii) YOUR FAILURE TO IMPLEMENT ADEQUATE HUMAN OVERSIGHT OF AI FEATURES; (iv) ANY REGULATORY FINES, PENALTIES, OR COMPLIANCE COSTS ARISING FROM YOUR USE OF AI FEATURES; OR (v) ANY CLAIM BY A THIRD PARTY ARISING FROM AI OUTPUT THAT YOU GENERATED, DISTRIBUTED, OR RELIED UPON. THE LIMITATIONS IN THIS SECTION 14.10 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE THEORY OF LIABILITY.

14.11 Modifications to AI Features. Wowza reserves the right to modify, suspend, limit, or discontinue any AI Features at any time and without prior notice to you, including to comply with applicable law or address safety concerns. No such modification, suspension, or discontinuation shall entitle you to any refund or constitute a breach of this EULA.

14.12 No Fiduciary or Professional Duty. Nothing in the provision of AI Features creates any fiduciary, advisory, or professional duty of any kind from Wowza to you.

14.13 Detection and Classification Outputs; Confidence Thresholds. Certain AI Features, including without limitation synthetic, deepfake, or manipulated-media detection, scene analysis, and classification features (whether provided by Wowza or by third-party model providers), produce probabilistic results and do not and cannot achieve perfect accuracy. Such AI Features may rely on configurable confidence thresholds, and the selection of any threshold necessarily involves trade-offs between false positives (for example, authentic content incorrectly flagged as synthetic, manipulated, or AI-generated) and false negatives (for example, synthetic or manipulated content that is not detected). You are solely responsible for selecting, calibrating, and validating any applicable confidence threshold or model setting for your use case. Wowza does not represent or warrant that any AI Feature or model will achieve any particular accuracy, detection, precision, recall, or false-positive or false-negative rate, and no AI Output should be relied upon as the sole or conclusive basis for determining the authenticity, integrity, or provenance of any content.

15. **WOWZA VIDEO INTELLIGENCE FRAMEWORK (VIF).**

15.1 Separate License Required. The Wowza Video Intelligence Framework™ software (the “VIF”) is a separately licensed software module and is not included in any other license granted under this EULA. Notwithstanding any other provision of this EULA, no right to access, install, or use the VIF is granted unless you have purchased a valid, current license to the VIF from Wowza. Your use of the VIF is permitted only to the extent, for the quantities, and for the term that you have purchased and paid for, as set forth in the applicable Order Form.

15.2 Required Base Software. The VIF may be used only in conjunction with a commercially licensed version of Wowza Streaming Engine Software version 4 or later, or such other version as Wowza may require from time to time (the “Required Base Software”). Wowza may change the Required Base Software version requirement at any time and in its sole discretion. You may not use the VIF with any trial, developer, R&D,

testing, developer program, evaluation, beta, or other non-commercial version of the Software, or with any version other than the Required Base Software, unless expressly approved in writing by Wowza.

- 15.3 Commercial Documentation; Duration. The license grant for the VIF must be evidenced by a commercial document issued by or agreed with Wowza, such as an Order Form. Your right to use the VIF exists only for so long as you have purchased and maintain valid VIF access, and it terminates automatically upon the expiration or termination of that access, upon termination or expiration of the underlying Software license, or upon your failure to pay any applicable fees when due.
- 15.4 Scope; Restrictions. Your use of the VIF is subject to all terms, restrictions, and obligations of this EULA that apply to the Software, including without limitation Section 3 (License Restrictions) and the prohibition on OEM Use. You may not use the VIF except as expressly authorized by your VIF license and the applicable Order Form.
- 15.5 Artificial Intelligence Features. The VIF includes AI Features and may generate AI Output. Your use of the VIF is additionally subject to Section 14 (Artificial Intelligence Features), and all disclaimers, limitations, allocations of responsibility, and indemnification obligations in Section 14 apply to the VIF and to any AI Output it produces.
- 15.6 Data and Usage. Your use of the VIF is subject to Section 5 (License Key Integrity; Data Collection), and Wowza may collect and use data regarding your access to and use of the VIF as described in this EULA and Wowza's then-current privacy documentation.
- 15.7 Changes to the VIF. Wowza may modify, update, suspend, limit, or discontinue the VIF, or any feature, model, or component thereof, at any time and without prior notice to you, including to comply with applicable law, address safety or security concerns, or reflect changes in third-party technologies. No such change entitles you to any refund or constitutes a breach of this EULA.
- 15.8 Reservation of Rights. All rights in and to the VIF not expressly granted to you under this EULA and the applicable Order Form are reserved by Wowza and its licensors.