

## Wowza® GoCoder™ App End User License Agreement

**BY DOWNLOADING, ACCESSING, OR USING THE WOWZA® MEDIA SYSTEMS GOCODER™ APP (THE “APP”), YOU AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT (THIS “AGREEMENT”).** THE TERMS AND CONDITIONS OF THIS AGREEMENT AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS, OR USE THE APP AND INSTEAD IMMEDIATELY SEEK A REFUND FROM THE APPLE APP STORE OR CONTACT [INFO@WOWZA.COM](mailto:INFO@WOWZA.COM) FOR A REFUND OF ANY AMOUNTS PAID FOR THE APP.

**IMPORTANT ADDITIONAL INFORMATION RELATED TO THE APP, INCLUDING THE APPLICABLE PRIVACY POLICY AND NOTICE FILE FOR THE APP (COLLECTIVELY, THE “ADDITIONAL DOCUMENTATION”), IS AVAILABLE ON THE WOWZA WEBSITE, [WWW.WOWZA.COM](http://WWW.WOWZA.COM). YOUR USE OF THE APP IS GOVERNED BY THIS ADDITIONAL DOCUMENTATION. PLEASE ENSURE THAT YOU HAVE REVIEWED THE ADDITIONAL DOCUMENTATION AND AGREE TO BE BOUND BY IT PRIOR TO USING THE APP.**

1. Wowza. The App is licensed, not sold, to you for use only under the terms of this Agreement. Wowza Media Systems, LLC, a Delaware limited liability company with a mailing address of 31207 Keats Way, Suite 102, Evergreen, Colorado 80439, USA (“Wowza”) is the licensor of the App. This Agreement is between you and Wowza; Apple, Inc. (“Apple”) is not a party to this Agreement and is not the licensor of the App. Questions related to the App may be addressed to Wowza at the mailing address above, at [info@wowza.com](mailto:info@wowza.com), or at [support@wowza.com](mailto:support@wowza.com).

2. You. As used herein, “You” or “you” refers to the natural person or entity that is using the App and that is agreeing to be bound by this Agreement, as well as your employees, agents, third party contractors, and customers that use the App or benefit in any way from the use of the App by you. If you are using the App on behalf of a legal entity, you represent that you are authorized to enter into this Agreement on behalf of that legal entity. You shall be liable for any failure by any such employee, agent, third party contractor, or customer to comply with the terms of this Agreement. You agree that this Agreement is like any written, negotiated agreement signed by you.

3. License Grant; Scope of License. The App is licensed, not sold. Subject to the terms of this Agreement, you are granted a time-limited, non-exclusive, revocable, non-transferable, royalty-free license, without right to sublicense, to use the App on any iPhone, iPod Touch, or other device that you own or control and that is permitted to receive and operate apps licensed from the Apple App store (the “License”).

a. Your use of the App must conform to all applicable rules, terms of use, and program policies promulgated by Apple from time to time, including without limitation the “Usage Rules” rules set forth in Section 9.b of the Apple App Store Terms and Conditions (collectively, the “Usage Rules”), along with all applicable laws and regulations.

b. The terms of this Agreement will also govern any upgrades, patches, updates, or similar products provided by Wowza that replace or supplement the original version of the App, unless such product is accompanied by a separate license, in which case the terms of that license will govern in the event of and to the extent of any conflict with this Agreement. Your use of *Wowza Media Server*® software, *Wowza Streaming Engine*™ software, or both, including Wowza AddOn software, is governed by a separate End User License Agreement.

c. **You agree that this Agreement and the terms governing the License may be updated at any time by Wowza and that Wowza may notify you of such updated terms and conditions by posting a revised end user license agreement for the App on the Wowza website, [www.wowza.com](http://www.wowza.com), or including a revised end user license agreement for the App with the App, whether in updates, subsequent releases, or notifications within the App. Your use of the App following the effective date of any revised end user license agreement for the App constitutes your agreement to such revised terms and conditions.** Please ensure that you periodically check the Wowza website for update terms and conditions.

d. You are not granted any rights or interest in any Wowza copyright, trademark, or service mark. Wowza retains all right, title, and interest in and to the App, copies of the App, and in all related copyrights, trade secrets, patents, trademarks, service marks, domain names, and 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 explicitly granted to you herein.

e. Wowza will provide maintenance and support services related to the App that Wowza deems appropriate to provide in its sole discretion, if any. You acknowledge that neither Wowza nor Apple have any obligation whatsoever to provide any maintenance or support services with respect to the App. Wowza may modify the App at any time without notice to you.

f. You are solely responsible for any data or usage charges incurred while using the App.

g. Wowza, not Apple, is responsible for addressing any claims you may have related to the App, subject to the limitations and restrictions contained herein.

4. License Restrictions. This License does not allow you to, and you agree not to yourself, nor to encourage, assist, or permit any other person or entity to:

a. Use the App in violation of any law or in an unsafe manner, including, without limitation, using the App while operating a motor vehicle;

b. Use the App on any device that you do not own, control, or have the right to install and use apps on;

c. Distribute or make the App available over a network where it could be used by multiple devices at the same time;

d. Rent, lease, lend, sell, redistribute, or sublicense the App or otherwise transfer in whole or in part the App or your rights in the App to another party, including rights on a membership, subscription, or hosted basis;

e. Bundle or distribute the App in any manner whatsoever;

f. Copy (except as expressly permitted by the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof;

g. Use the App to capture or transmit any unlawful or infringing content, use the App to violate any applicable law, or use the App for any unauthorized purpose;

h. Remove any titles, trademarks, service marks, trade names, copyright notices, legends, or other proprietary markings in or on the App; or

i. Use any Wowza copyright, trademark, or service mark in your domain name(s) or URL(s).

Any attempt to do so is a violation of the rights of Wowza and its licensors. If you breach this restriction, you may be subject to prosecution and damages and the License will terminate automatically without additional notice to you.

5. Privacy and Consent to Use of Data. The Additional Documentation, available on the Wowza website at [www.wowza.com](http://www.wowza.com), includes the Wowza privacy policy. Your use of the App indicates your consent to monitoring of your use of the app and collection of information related to the same by Wowza and third parties. Wowza may employ a tracking pixel, agent, "cookies" or any other visitor identification technology that collects, uses, shares, and stores data about end users of the App. This is described more fully in the applicable privacy policy for the App. The App may periodically call into and connect with systems, hardware, and software selected and used by Wowza to gather information related to your use of the App. You agree that Wowza may collect and use data and related information, including but not limited to information about your device, system, and application software, and peripherals, and how you use each of the foregoing, that is gathered and collected to facilitate the provision of software updates, product support, license integrity, and other services to you, if any, related to the App. Wowza may use this information in any manner that Wowza chooses.

6. Termination. The License is effective until terminated by you or Wowza. Your rights under this license will terminate automatically without notice from Wowza if you fail to comply with any term of this Agreement. Wowza may terminate this License at any time for any reason. Upon termination of the License, you shall immediately cease all use of the App and shall destroy all copies, full or partial, of the App. Upon request from Wowza, you will provide written confirmation that you have complied with the foregoing requirements upon termination of this License.

7. Services; Third Party Materials. The App may enable or require access to services and web sites owned and operated by Wowza or third parties (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service.

a. You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that Wowza and Apple shall each have no liability for content that may be found to be offensive, indecent, or objectionable.

b. Certain Services may display, include, or make available content, data, information, applications, or materials from third parties (collectively, "Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Wowza is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials or web sites. Wowza does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. Location data provided by any Services is for basic navigational

purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, or incomplete location data may lead to death, personal injury, property, or environmental damage. Neither Wowza, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

c. You agree that the Services may contain proprietary content, information, and material that are protected by applicable intellectual property and other laws, including but not limited to patent and copyright, and that you will not use such proprietary content, information, or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that Wowza is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

d. In addition, third party Services and Third Party Materials that may be accessed from, displayed on, or linked to from the iPhone, iPad, or iPod touch are not available in all languages or in all countries. Wowza makes no representation that such Services and Third Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Wowza, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Wowza be liable for the removal of or disabling of access to any such Services. Wowza may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

## 8. Confidentiality; Intellectual Property Rights.

a. The App and any copies thereof are the exclusive intellectual property of Wowza and are protected by copyright laws and international treaties as well as other intellectual property laws and treaties. The structure, organization, and code of the App 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 App.

b. You hereby agree to maintain the confidentiality of the App 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 but in no event less than reasonable care for commercially sensitive 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 App 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 App and other intellectual property of Wowza for the purpose of deriving the source code of the Software or copying, defeating or otherwise circumventing any security or intellectual property protection mechanisms used by Wowza.

## 9. Your Representations, Warranties, and Indemnification.

a. You represent and warrant to Wowza: (i) that you own the content captured or transmitted by you in connection with your use of the App or that you otherwise have the right to record, capture, and transmit such content; and (ii) that your use of the App will not violate, misappropriate, or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark rights, or other intellectual property rights.

b. You, and any third parties for whom you use the App, agree to indemnify, defend, and hold harmless Wowza, its affiliates, and each of their respective directors, officers, shareholders, employees, and agents, from and against any and all third-party claims, liabilities, losses, damages, causes of action, or injuries, together with costs and expenses, including reasonable attorney's fees and expenses of litigation, arising out of or relating to your use of the App, any of your activities, or any content captured or transmitted by you in connection with the App.

10. **NO WARRANTY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WOWZA HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APP AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.** WOWZA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APP, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APP OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WOWZA OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. Subject to the foregoing, in the event that the App fails to conform to any applicable warranty, your sole remedy shall be to notify Apple, which will refund the amount paid for the App. To the maximum extent permitted by applicable law, Apple will have not other obligations to you related to the App or any warranty.

11. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WOWZA BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APP OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF WOWZA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION

**MAY NOT APPLY TO YOU. In no event shall Wowza's total liability to you or to any third party, whether or not affiliated with you, for all damages related to the App or your use or possession of the App (other than as may be required by applicable law in cases involving personal injury) exceed the greater of the amount you paid to license the App or Fifty Dollars (U.S. \$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.**

12. Trademarks. You agree not to: (i) file or prepare any application for registration of any Wowza trademark; (ii) assert any right, title, or interest in or to any Wowza trademark; (iii) adopt, use, file for registration, or register any trademark, service mark, trade name, logo, or domain name which may either be an infringement of or result in a likelihood of confusion with, any Wowza trademark or domain name, as determined by Wowza; or (iv) encourage, assist, or knowingly permit any other person or entity to do anything prohibited by this paragraph.

13. Export and Compliance with Laws. You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported: (i) into any U.S. embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

14. Commercial Items. The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §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 (a) only as Commercial Items and (b) 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.

15. General.

a. Choice of Law. The laws of the State of California, excluding its conflicts of law rules, govern this License and your use of the App. Your use of the App may also be subject to other local, state, national, or international laws. **THE APP WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.** You agree that any dispute or controversy related to this License or the App, shall be brought in the U.S. Federal District Court for the Northern District of California.

b. Entire Agreement. This Agreement sets forth Wowza's entire liability and your exclusive remedy with respect to the App and supersedes the terms of any purchase orders and any other communications or advertising with respect to the App. You acknowledge that this Agreement is a complete statement of the agreement between you and Wowza with respect to the App, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the App.

c. Headings; Waiver and Modification; Severability. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. Except as

provided above with regard to modifications to this Agreement, this Agreement may only be modified, or any rights under it waived, by a written document executed by the party against which such modification or waiver is asserted. 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.

d. Assignment. You may not assign this Agreement or any interest in the App without the prior written approval of Wowza.

e. Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with Wowza must be filed within one (1) year after such claim arose; otherwise it will be permanently barred.

f. Independent Contractors. This Agreement 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.

g. 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 all times meet your obligations hereunder, as well as any and all laws, regulations and policies that may apply to your use of the App.

h. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement 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 of foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restriction, strikes or freight embargos.

i. Apple as Third Party Beneficiary. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple will have the right, and will be deemed to have accepted the right, to enforce this Agreement against you as a third party beneficiary hereof.

-----