Wowza® GoCoder™ App
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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 Unpublished-rights reserved under the copyright laws of the United States.

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   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.