

Wowza® GoCoder™ App End User License Agreement

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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 device that you own or control and that is permitted to receive and operate apps licensed from the Google Play marketplace (the “License”).

a. Your use of the App must conform to all applicable rules, terms of use, and program policies promulgated by Google from time to time (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, 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 Google 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.

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.

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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.

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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

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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.

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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.

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 or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restriction, strikes or freight embargos.
