

Sensoray 2400SDK User License Agreement

You should read carefully the following terms and conditions of the User License Agreement in its entirety before either downloading, installing, integrating, evaluating or using the Sensoray 2400SDK software and/or components. Do not download, install, integrate, evaluate or use the software unless you agree to be bound by the definitions, terms and conditions of this Agreement.

An Agreement between Sensoray Company, Inc., 7313 SW Tech Center Drive, Tigard, Oregon 97223, USA (hereinafter referred to as "Sensoray") and the software user (hereinafter referred to as "the user").

Whereas Sensoray is a company based in the United States of America in the business of software development and related services and has designed and developed a software development kit, known as collectively "2400SDK", used by software publishers and developers to build MPEG decoder and player applications and the user wishes to make use of 2400SDK for this purpose

Now it is hereby agreed as follows:

Definitions

The term "Software" shall refer to the files supplied via electronic download or on diskette(s) or other media and/or to any and all copies, upgrades, modifications, versions, editions, functionally-equivalent derivatives, or any parts or portions thereof, including any electronic, on-line or printed documentation.

Unless stated otherwise the term "2400SDK" shall include all components of the suite of software programs known as the 2400 Software Development Kit (The "2400SDK") including, but not limited to, all files, code, libraries, executables and documentation.

"Install" means the action of loading the software onto a permanent storage device (such as a hard drive).

"Use" means to run the software by loading into such computer's temporary memory.

"Product identification code" means a unique code that is provided with each 2400SDK license purchased.

"License Key" means a unique code that is required to use the 2400SDK on a specific computer. A License Key is included with each 2400SDK license purchased.

Grant of License

Sensoray hereby grants the user a non-transferable, nonexclusive license to use the software on the terms and conditions contained herein.

Term of License

This License is effective until terminated, either expressly or by implication, by the either Sensoray or the user.

Ownership of Software

Sensoray is the sole owner of the software and all rights not specifically granted in this License are reserved by Sensoray.

The Users' Obligations

The user warrants that all information supplied to Sensoray concerning the identity, address and other details of the user shall be true and that any additional information that can be reasonably considered relevant to the terms of this Agreement shall be disclosed by the user to Sensoray, whether or not Sensoray has specifically requested such information.

Under this license the user agrees to:

- Except as otherwise provided for in this Agreement, keep all copies of the software solely in his/her possession.
- Use reasonable efforts to protect the software from unauthorized use, reproduction, publication or distribution.
- Use the software only for the purpose set forth in this Agreement and for no other purpose.
- Without charge transfer to Sensoray all property in any comments, reports of difficulties or problems with the software and all suggestions for improvement.

Under this license the user may not:

- Distribute the software, except as provided for under the terms of this Agreement.
- Sublicense, rent, lease, lend or otherwise transfer the software or the user's rights under this License without the prior written consent of Sensoray.
- Inform, directly or indirectly, any third party of the user's unique License Key.
- Remove or obscure any copyright and trademark notices.

Software Installation

The 2400SDK software may be installed and used on any computer that is owned or normally used by:

- the user
- an employee of the user

Components Redistributed with User's Product(s)

The 2400SDK component files **sspdll.dll** and **SlsApi.dll** may be redistributed. The user may redistribute these 2400SDK components, if they are an integral part of the user's product (a specific software application, identifiable by product name or number), to the user's customer.

PROVIDED THAT

- the user shall have a unique 2400SDK License with a unique "Product identification code" for the 2400SDK components.

- where a user has more than one product using 2400SDK, the user shall purchase an additional (discounted) 2400SDK License with a unique "Product identification code" for each additional product.

PROVIDED THAT where the user distributes its product, which includes the 2400SDK components, to the user's customer(s):

- the user shall purchase a 2400SDK License Key for each of the user's customers computers.

Copy Protection License Administrator Application

Notwithstanding the terms of this Agreement, the Sheriff License Administrator application (SlsAdmin.exe) and its associated documentation may be freely distributed without any restriction whatsoever.

Applications Not Developed by Sensoray

Sensoray makes no proprietary claims of any kind, whether in copyright or otherwise, to any software applications developed by the user for either the user or any customer of the user.

Contractual Relations with the User's Customers

Any contractual arrangement that exists between the user and his/her customers shall not extend to Sensoray and the user hereby agrees to indemnify and hold Sensoray harmless against any claim, expense, loss, damage, or other liability, including (but without limitation to) legal fees, arising out of or connected with the customer's use of the 2400SDK, Sheriff License Administrator or any of their associated components.

Support of Software

For a period of one year following the date of this Agreement Sensoray shall provide the following support:

- Unlimited support by electronic mail (email)
- Free software upgrades
- Free bug fixes

After the period of one year has elapsed Sensoray shall have no further free support obligations of any kind under this Agreement and such support services as Sensoray supplies to the user shall be under the terms of the ancillary 2400SDK Software Support & Maintenance Agreement, the terms of which shall be supplemental to the terms of this Agreement.

Any supplemental software code and/or documentation provided as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement. With respect to technical information provided to Sensoray as part of the Support Services, Sensoray may use such information for its business purposes, including product support and development.

Return of Software upon Termination.

At the end of the term of this License or upon termination by either party the user shall either destroy or immediately return all copies of the software to Sensoray unless otherwise agreed.

Upgrades & Bug Fixes

After a period of one year has elapsed Sensoray is under no obligation to provide the user with upgrades to the software or to inform the user when upgrades are available otherwise than under the terms of the 2400SDK Software Support and Maintenance Agreement.

The user accepts that the circumstances under which software products are deployed can vary widely and that it is impossible for Sensoray to envisage all of these circumstances. Situations may arise in the field in which defects in the software ('bugs') are uncovered. The user accepts that the only remedy is to inform Sensoray of the nature of the problem and the circumstances under which it arose. Sensoray shall then take all reasonable steps to remedy the problem within a reasonable period of time. The user accepts that in some cases it may not be possible to remedy the defect due to the unique nature of the circumstances under which the software has been deployed.

Disclaimer of Warranties and Limitation of Remedies

"Unregistered software" is software that is supplied to the user free of charge (i.e. without monetary payment by the user). The user acknowledges that unregistered software is being made available to the user on an AS IS BASIS FOR EVALUATION PURPOSES ONLY, and that Sensoray makes no warranties, express or implied, with respect to the software.

Purchase of a 2400SDK License, with its own unique "Product identification code" and License Key, registers the software and indicates that the user is satisfied that the software is suitable for his/her requirements. Sensoray cannot provide refunds after registration. Orders for 2400SDK Licenses and License Keys are filled immediately – once placed, they cannot be cancelled.

Sensoray specifically disclaims all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. It is for the user to evaluate and test the software and to determine its capabilities.

In no event will Sensoray be liable for special, incidental or consequential damages arising from the use, or inability to use, the software, even if Sensoray has been advised of the possibility of such damages. In particular, Sensoray shall not be liable for the loss of information or data arising from the use or inability to use the software either by the user or the user's customers.

In all cases Sensoray 's maximum liability for any claim arising from the License or use of the registered software, including but without limitation to claims based upon Sensoray 's negligence, shall be limited to the replacement value of a single copy of the software. The remedy set forth above is exclusive and in lieu of all others, oral or written, expressed or implied.

No developer, distributor, employee, or agent is authorized to extend any warranty or modify or extend the above remedy in any manner.

Indemnification

The user acknowledges that its use of the software is personal to the user and is not intended to be used for the benefit of any third party (other than the user's customers). The user shall indemnify and hold Sensoray harmless against any claim, expense, loss, damage, or other

liability, including (but without limitation) legal fees, arising out of or connected with the user's use of the software under this Agreement.

Remedies for Breach

In the event that the user breaches any warranty, covenant or other term of this Agreement, whether express or implied, Sensoray shall be entitled to immediately terminate this Agreement and the License hereunder and to seek all legal and equitable remedies available to it.

The user acknowledges that breach of any of the terms of this Agreement may result in irreparable and continuing damage to Sensoray in an amount not readily ascertainable and for which there would be no adequate remedy at law. In the event of such a breach, Sensoray shall have the right to seek immediate injunctive relief, in addition to its other remedies hereunder.

Non-Waiver

The failure or delay of any party to require performance of, or to otherwise enforce, any condition or other provision of this Agreement shall not waive or otherwise limit that party's right to enforce or pursue remedies for the breach of any such provision or condition. Any waiver by any party of any particular condition or provision of this Agreement, including this non-waiver provision, shall not constitute a waiver or limitation on that party's right to enforce performance or pursue remedies for the breach of any other condition or provision of this Agreement.

Severability

If any court of competent jurisdiction finds any term of this Agreement, or of any other document or instrument referred to or contemplated in this Agreement, to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remainder of the Agreement.

Paragraph Headings

All paragraph headings in this Agreement appear for convenience of reference, and shall not affect the meaning or interpretation of the Agreement.

Assignment

This Agreement may not be assigned by the user without the prior written consent of Sensoray. Subject to this restriction, this Agreement is binding upon and shall inure to the benefit of the heirs, successors, assigns, legatees, devisees, bankrupt estates, administrators, personal representatives and executors of each of the parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the State of Oregon.

Amendments

This Agreement may be amended or modified only by a written instrument executed by the parties that expressly states the intent of the parties to modify or amend this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and supersedes all prior discussions, negotiations, understandings, representations and agreements, whether oral or written. All terms of this Agreement are contractual and not mere recitals.

Electronic Execution

Execution of this Agreement may be evidenced by downloading, installing or using the software.