

## **END-USER LICENSE AGREEMENT FOR "NETAVIS Observer"**

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This End-User License Agreement ("EULA") is a legal agreement between the Customer (either an individual or a single entity) and NETAVIS Software GmbH, Blindengasse 3, 1080 Wien, Austria ("NETAVIS"). By installing and using NETAVIS Observer ("SOFTWARE PRODUCT") the Customers agrees to this EULA. If Customer does not agree to the terms of this EULA, it should not install, copy, or use the SOFTWARE PRODUCT.

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The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

### **GRANT OF LICENSE**

This EULA grants you the following non-exclusive, non-transferable rights:

You may install and use the SOFTWARE PRODUCT on your computers to manage video software systems.

You may not reverse-engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

You may not rent, lease, sell, or transfer the SOFTWARE PRODUCT or this license.

### **OWNERSHIP**

NETAVIS and its subsidiaries shall retain exclusive ownership of all worldwide intellectual property rights in and to the SOFTWARE PRODUCT and any copies thereof. Customer hereby assigns to NETAVIS any such rights Customer may have in and to the foregoing. All rights not expressly granted to Customer in this Agreement are expressly reserved for NETAVIS and its licensors.

### **LIMITATION OF LIABILITY**

NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND. To the maximum extent permitted by applicable law, in no event shall NETAVIS, its subsidiaries or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, this SOFTWARE PRODUCT, even if NETAVIS has been advised of the possibility of such damages.

### **WARRANTY**

Limited Warranty. NETAVIS warrants that the media on which the SOFTWARE PRODUCT is delivered will be free from defects in materials or workmanship for a period of ninety (90) days from the date on which Customer receives such media. If during the foregoing ninety (90) day warranty period the media on which Software is delivered

proves to be defective, NETAVIS will replace such media, at NETAVIS' option, and as Customer's sole remedy for any breach of warranty hereunder. Customer assumes full responsibility for: (i) the selection of the SOFTWARE PRODUCT; (ii) verifying the results obtained from the use of the SOFTWARE PRODUCT; and (iii) taking appropriate measures to prevent loss of data. NETAVIS does not warrant that the operation of the SOFTWARE PRODUCT will meet Customer's requirements or that Customer will be able to achieve any particular results from use or modification of the SOFTWARE PRODUCT or that the SOFTWARE PRODUCT will operate free from error.

### **SUPPORT**

The SOFTWARE PRODUCT license fees do not include support, installation or training. Installation and training services, to the extent offered by NETAVIS, may be separately purchased at NETAVIS' then-current rates. Customer may request additional information on NETAVIS' support offerings from an NETAVIS sales representative.

### **APPLICABLE LAW**

This agreement is governed by the laws of Austria. Any dispute arising from this license agreement is under Austrian jurisdiction.

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