

Software and Content Data License and Limited Warranty

This Software and Content Data License and Limited Warranty applies to NDI® Tools, VMC1™ Software, Virtual Set Editor™, Animation Store Creator™, NewTek Connect™, NewTek Connect PRO™, NewTek IsoCorder™, NewTek IsoCorder PRO™, LiveText™, LiveGraphics Creator™, and content data packs including those for VMC1™, TriCaster®, 3Play™ 3PXD4800™, Virtual Set Editor™, LiveText™, Animation Store Creator™, audio sound tracks and other software and/or content data products provided by NewTek, Inc. ("NewTek").

PLEASE READ THIS CAREFULLY BEFORE USING THIS SOFTWARE. THIS SOFTWARE IS LICENSED. THE LICENSE AND LIMITED WARRANTY APPLIES TO THE SOFTWARE LISTED ABOVE. BY USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THESE TERMS OF THE LICENSE AND LIMITED WARRANTY. IF YOU DO NOT AGREE TO THESE LICENSES AND THESE TERMS, YOU MAY RETURN THE SOFTWARE WITHIN 15 DAYS OF PURCHASE TO THE PLACE WHERE YOU OBTAINED IT FOR A FULL REFUND.

1. LICENSE GRANT.

Any computer program or content data installed and/or enclosed (the "Software") is licensed, not sold, to you by NewTek for use only under the terms of this License, and NewTek reserves any rights not expressly granted to you herein. Title to the Software and all copyright rights therein, foreign and domestic, are owned by NewTek or its suppliers and is protected by United States and foreign copyright laws and international treaty provisions.

You are hereby granted a worldwide, nonexclusive, nontransferable (other than as expressly set forth herein) and, as applicable, fully paid up license to one copy of the Software. If the Software is an NDI/HX driver, you may use up to five (5), and no more than five, copies on separate machines at one time. The copyright restrictions of this license extend to any further updates, software patches, or bug fixes made available to you by NewTek, regardless of how the software is delivered (by downloading, through magnetic media, or other). Any software or content data updates later obtained by you from NewTek may only be used to update Software that has a valid and legal license under which the update was obtained. SUCH UPDATES MAY INCLUDE ADDITIONAL OR AMENDED TERMS THAT MODIFY OR CHANGE THIS LICENSE. YOUR ACCEPTANCE AND USE OF SUCH UPDATES WILL CONSTITUTE YOUR CONSENT AND AGREEMENT TO AMEND THIS LICENSE PURSUANT TO SUCH TERMS.

You may make one copy of the Software in machine readable form solely for backup purposes. As an express condition of this License, you must reproduce on the backup copy the NewTek copyright notice in the following format: "© <YEAR> NEWTEK, INC. All Rights Reserved."

EXCEPT WITH REGARD TO ANY PROHIBITIONS ON TRANSFER AND ASSIGNMENT MENTIONED HEREIN, you may permanently transfer all your rights under this License to another party provided that the other party reads and agrees to accept the terms and conditions of this License as amended. Your rights under this license shall immediately terminate upon such transfer. Some of these restrictions may not apply to the LGPL, or other licensed software/libraries referenced in Paragraphs 6 or 7 below.

If the Software was obtained for educational use with an educational price discount, this license is a limited Educational License, and not licensed to be used for any commercial or other use that is not an Educational Use. "Educational Use" means use by students, instructors, educational and/or government facilities directly connected with the user's employment with, or as a student of, a bona fide educational institution of primary, secondary, graduate, or postgraduate level. "Educational Use" may be further defined from time to time on NewTek's website.

Any additional terms of purchase relating to restrictions to educational uses in effect at the time of purchase shall become part of this license to the extent they are not in conflict with these terms. Any uses falling outside the scope of Education Use are a violation of this license and will be considered copyright infringement. If in doubt, you may determine the nature of your license by calling NewTek customer support and providing the serial number and letter code.

2. RESTRICTIONS.

The Software contains NewTek trade secrets. EXCEPT AS EXPRESSLY AUTHORIZED HEREIN, YOU MAY NOT COPY, DISTRIBUTE, MODIFY OR CREATE DERIVATIVE WORKS, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR OTHERWISE REDUCE THE SOFTWARE TO ANY HUMAN-PERCEIVABLE FORM. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, OR CREATE ANY MODIFICATIONS OR OTHER DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

3. TERMINATION.

This License is effective until terminated. This License will terminate immediately without notice, if you fail to comply with any provision of this License. Upon termination you must destroy the Software, all accompanying written materials and all copies thereof. You may also terminate this License at any time by destroying the Software, all accompanying written materials, and all copies thereof.

4. PRODUCT WARRANTY AND REMEDIES.

This limited warranty extends to the original purchaser only.

NEWTEK DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE, OR THAT IT WILL SATISFY ALL YOUR REQUIREMENTS. NEWTEK WARRANTS THE DISCS OR OTHER TANGIBLE STORAGE MEDIA PROVIDED, IF ANY, ON WHICH THE SOFTWARE IS SUPPLIED TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR 90 DAYS FROM PURCHASE.

ALL IMPLIED WARRANTIES RELATING TO THE SOFTWARE ARE DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY WILL BE THE REPLACEMENT OF THE MEDIA OR REFUND OF THE PURCHASE PRICE. **IF THIS IS AN EVALUATION OR BETA VERSION**, YOU ACKNOWLEDGE THAT THE SOFTWARE AND ACCOMPANYING MATERIALS ARE ACCEPTED "AS IS" AND MAY NOT BE FREE FROM DEFECTS.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY TERM OF THIS WARRANTY OR THE WARRANTY LIMITATIONS THAT IS PROHIBITED BY APPLICABLE LAW SHALL NOT APPLY. ALL ACTIONS ON ANY BREACH OF WARRANTY OF ANY KIND MUST BE BROUGHT WITHIN ONE (1) YEAR OF DATE OF PURCHASE. YOUR SOLE REMEDY IN ANY EVENT SHALL BE TO TERMINATE THE LICENSE.

5. LIMITATIONS ON NEWTEK'S LIABILITY.

NEWTEK IS NOT LIABLE FOR LOSS OR DAMAGE FOR INCONVENIENCE OR INTERRUPTION OF SERVICE, LOSS OF BUSINESS, DATA OR ANTICIPATORY PROFITS, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES RESULTING FROM THE USE (OR OPERATION) OF ANY OF THE SOFTWARE. NEWTEK'S LIABILITY IS LIMITED SOLELY TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE SOFTWARE. NEWTEK IS UNDER NO OBLIGATION OR RESPONSIBILITY TO ENHANCE OR UPDATE THE SOFTWARE. THIS WARRANTY DOES NOT COVER DAMAGE OR MALFUNCTIONS RESULTING FROM IMPROPER HANDLING, ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, ELECTRICAL SURGES, FAILURE OF ELECTRICAL POWER, USE WITH OTHER PRODUCTS NOT MANUFACTURED OR APPROVED BY NEWTEK, INSTALLATION OR REMOVAL CHARGES OR DAMAGES, DAMAGE WHILE IN TRANSIT FOR REPAIR, REPAIR ATTEMPTED BY ANY UNAUTHORIZED PERSON, OR ANY OTHER REASON NOT DIRECTLY RESULTING FROM DEFECTS IN MATERIALS AND WORKMANSHIP. THIS WARRANTY IS ALSO VOID IF ANY APPLICABLE SERIAL NUMBER HAS BEEN ALTERED, DEFACED, OR REMOVED, OR IF THE SOFTWARE WAS PURCHASED UNDER FRAUD OR FALSE PRETENSES.

6. MPEG-2, MPEG-4, AVC/H.264 NOTICES.

If your use of this Software involves MPEG-2, MPEG-4, AVC/H.264 encoding or decoding as discussed below, commercial use of the Software, including the distribution of content media, may require additional licenses:

MPEG-2: ANY USE OF THIS SOFTWARE IN ANY OTHER MANNER THAN CONSUMER PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STEELE STREET, SUITE 300, DENVER, COLORADO 80206.

MPEG-4; THIS SOFTWARE MAY BE LICENSED UNDER THE MPEG-4 VISUAL PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER FOR (i) ENCODING VIDEO IN COMPLIANCE WITH THE MPEG-4 VISUAL STANDARD ("MPEG-4 VIDEO") AND/OR (ii) DECODING MPEG-4 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED BY MPEG LA TO PROVIDE MPEG-4 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION INCLUDING THAT RELATING TO PROMOTIONAL, INTERNAL AND COMMERCIAL USES AND LICENSING MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

AVC/H.264: The use within this Software of any files using AVC/H.264 encoding and/or decoding are subject to the following restrictions: CERTAIN SOFTWARE HEREIN IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (I) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (II) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

HEVC/H.265: The use within this Software of any files using HEVC/H.265 encoding and/or decoding are subject to the following restrictions. CERTAIN SOFTWARE HEREIN IS COVERED BY ONE OR MORE CLAIMS OF THE PATENTS LISTED AT [PATENTLIST.HEVCADVANCE.COM](http://patentlist.hevcadvance.com), LICENSED UNDER PATENT PORTFOLIO LICENSES, AND MIGHT HAVE RESTRICTED RIGHTS OF USE AND/OR DISTRIBUTION. IN THESE CASES, NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com) AND/OR HEVC ADVANCE, L.L.C SEE [HTTP://WWW.HEVCADVANCE.COM](http://www.hevcadvance.com).

7. OTHER MPEG – NO WARRANTY

Your use of this Software to distribute CD’s, streaming video, or other media, or certain other commercial uses, may require additional licensing from other appropriate licensing sources, and no warranty is made otherwise.

8. OTHER THIRD-PARTY LICENSES; OPEN SOURCE.

This Software may include certain software, including libraries, licensed under the Lesser General Public License (LGPL) of the Free Software Foundation and other licenses. Some of the above restrictions may not apply to such software, and no warranties apply to such software. Information on such software, and relevant rights and limitations, is provided for review in the “Licenses” folder installed with the software. To the extent required by such open source license, the terms of such license will apply to such open source component in lieu of the relevant provisions of this Agreement. If such open source license prohibits any of the restrictions in this Agreement, such restrictions will not apply to respective open source component.

9. TRADEMARKS.

TriCaster®, 3Play®, NDI®, TalkShow®, and NewTek are all registered trademarks of NewTek, Inc. NewTek claims either federal or common law rights in these and the other trademarks found at www.newtek.com/trademarks. All other brand names, product names, or trademarks belong to their respective holders.

10. LIMITED CONTENT LICENSE.

The following terms apply to the use of the Content data that constitutes or is provided with the Software. The computer software, images, printed materials, and other content files, including any files containing photos, video clips, or music (collectively called the "Content Data") distributed with or in connection with the Software or subsequent updates and versions thereof (all such Images and Files), are proprietary and all copyrights are owned by NewTek and/or its Licensors. NewTek and the parties who granted NewTek special permission to include their respective material as part of the Content Data own and reserve all rights. The Content Data is for your use only, and not to be distributed in whole or in part by you, whether or not incorporated into any other content or work, unless you have been expressly granted such right to incorporate the Content Data into your content or work. Certain specific Content Data may have express permissions granted with it. You agree to indemnify and hold harmless NewTek and its officers, directors, employees and agents ("Indemnitees") for any and all losses, damages, liabilities, claims, costs, or expenses, including reasonable attorneys' fees, incurred directly or indirectly by the Indemnitees in connection with your use of the Content Data for any unlawful, unauthorized, or prohibited purpose. You may not sell, sublicense, loan, give, or transfer any part of the Content Data or any copies thereof (except in accordance with the aforementioned permitted use in a work created by you), to another person or company. Under no circumstances shall the Content Data be transferred to third parties through the use of on-line services or networks. In the event of a conflict between the terms of this License and this Limited Content License, the latter terms shall control.

11. EXPORT LAW ASSURANCES.

You agree to comply with all applicable export/import laws and regulations when using or transferring this Software. You agree that neither the Software or any product including the Software is being or will be shipped, transferred or re-exported, directly or indirectly, into any country, or any organization or individual prohibited by the United States Export Administration Act and the regulations thereunder, or will be used for any purpose prohibited by the Act. Any violation of this provision will terminate the license and void the transfer.

12. GENERAL.

The software licenses, limited warranties, and all other terms contained herein shall be construed under the laws of the State of Texas, notwithstanding its conflicts of law provisions.

If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and any remaining provisions will remain in full force and effect.

The warranties provided herein give you specific legal rights. The warranties provided herein may be modified by applicable state or national laws; in some cases, you may have additional warranty rights that are mandated by the laws of a particular state or country. The above warranty limitations will not apply in case of personal injury where and to the extent that applicable law requires such liability.