

# Medialooks End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE INSTALLING OR USING OUR PRODUCT. BY INSTALLING OR USING OUR PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL OR USE THE PRODUCT. IF YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS LICENSE, THEN CHECK THE BOX UPON INSTALLATION, SIGN WHERE INDICATED OR OTHERWISE INDICATE YOUR ASSENT TO THE TERMS AND CONDITIONS OF THIS LICENSE.

## 1. Introduction

1.1. The Medialooks software development kits, toolkits, components and filters licensed to you subject to the terms of this License are referred to as the "**Product**". This License forms a legally binding contract between you and Medialooks in relation to your use of the Product.

1.2. "**Medialooks**" means Medialooks Soft OOO, a Russian corporation with principal place of business at MOKRUSHINA 9, BLDG 40, TOMSK, 634045, RUSSIA.

## 2. Accepting this License

2.1. In order to use the Product, you must first agree to this License. You may not use the Product if you do not accept this License.

2.2. By clicking to accept, or otherwise accessing or using any part of the Product, you hereby agree to the terms of this License.

2.3. You may not use the Product and may not accept the License if you are a person barred from receiving the Product under the laws of the country in which you are resident or from which you use the Product.

2.4. If you are agreeing to be bound by this License on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this License. If you do not have the requisite authority, you may not accept the License or use the Product on behalf of your employer or other entity.

## 3. License to the Product

**3.1. Free Trial license.** Some of our Products may be licensed on a 30 or 60-day free trial basis. Your rights to use trial Products are limited to the trial period, and you may only use the trial Products to test, build prototypes and demo. You may not distribute or deploy applications with

an evaluation license. A full commercial license has to be obtained for redistribution or deployment. After the expiration of any trial period without conversion, most features of the trial Products will stop running. If you wish to convert your free trial into a paid subscription, Medialooks will quote the amount of the applicable License Fee. TRIAL SOFTWARE IS LICENSED "AS-IS," AND YOU BEAR THE RISK OF USING IT. EXCEPT AS REQUIRED BY LOCAL LAW, MEDIALOOKS GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS.

**3.2. Commercial license.** Subject to the terms of this License, Medialooks grants you a limited, worldwide, non-assignable and non-exclusive license to use the Product solely to develop applications for your own internal use or for resale, deployment, distribution or licensing to third party end users. Medialooks hereby represents and warrants that it owns or has the rights necessary to grant the license to you as set forth in the preceding sentence. The fee payable by you for a Commercial license of our Product ("**License Fee**") will depend upon the type of license you purchase and the number of developers that use our Product:

**3.2.1. Indie Developer license** – enables independent developers to use the Product and includes a one-year subscription for updates and support (see Section 5). This license is for indie developers or one-man companies and is not valid for companies with more than one employee. This license allows for products to be distributed by a single SBU (strategic business unit) and only under the company's original brand name.

**3.2.2. Company license** – enables up to 4 developers to use the Product and includes a one-year subscription for updates and support (see Section 5). This license allows for products to be distributed by a single SBU and only under the company's original brand name.

**3.2.3. Enterprise license** – enables organisations of all sizes to use the product and includes a one-year subscription for updates and support (see Section 5). This license allows for products to be distributed by OEM partners and multiple SBUs.

3.3. Subject to you providing a valid email address, we will deliver the license files to you within 48 hours (excluding weekends) after receipt of the applicable License Fee payment. Delivery is made in electronic form via either email or download.

3.4. The default validity of all offers, invoices or payment links is 30 days (unless otherwise expressly stated in writing by Medialooks).

3.5. You agree that Medialooks or third parties own all legal right, title and interest in and to the Product, including any Intellectual Property Rights that subsist in the Product. "**Intellectual Property Rights**" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Medialooks reserves all rights not expressly granted to you. You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be contained within the Product.

3.6. If you submit feedback or suggestions about our Product, we may use your feedback or

suggestions without obligation to you.

3.7. This agreement is not meant to change or supersede the terms of any open source or free software license applicable to any portion of the Product. To the extent that the terms of any open source or free software license applicable to any portion of the Product conflict with this license, the terms of such open source or free software license shall prevail. Where required by the applicable license, you may obtain a complete machine-readable copy of the source code for such free software without charge except for the cost of media, shipping, and handling, upon written request to Medialooks. For example, some of our Products are dynamically linked with an LGPL build of FFmpeg. FFmpeg is an open source library licensed under the [LGPL version 2.1](#). FFmpeg is a trademark of Fabrice Bellard, originator of the [FFmpeg project](#). The source codes of the currently used build are available in the "FFmpeg" folder in the Product's installation directory. The open source software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. For more information about LGPL compliance, please [click here](#).

3.8. Licensing of third-party software, technology, components or patents (such as those from MPEG LA, Apple, Avid or Dolby), that may be used together with our Products or be an integral part of them is your responsibility. This is especially important for [MFormats SDK](#), Decoder lib, Encoder lib. You agree that you are solely responsible for (and that Medialooks has no responsibility to you or to any third party for) any breach of your obligations under any applicable third party contract or Terms of Service, or any applicable law or regulation, and for the consequences (including any loss or damage which Medialooks or any third party may suffer) of any such breach.

3.9. You agree that the form and nature of the Products that Medialooks provides will likely change from time to time. You agree that Medialooks may stop providing the Products (or any features within the Products) to you or to users generally at Medialooks' sole discretion without prior notice to you, provided that in such cases Medialooks will continue providing support until the end of your then-current support term (see also: Section 5.4).

3.10. You may distribute your application via a third party under an OEM agreement or third party brand only with an Enterprise license or under a separate commercial license from Medialooks (please contact us at [sales@medialooks.com](mailto:sales@medialooks.com) to obtain this license).

3.11. Medialooks may, on its website and in promotional materials, refer to you as a customer. We will remove any such reference upon your request.

#### **4. Use of the Product by you**

4.1. Medialooks agrees that it obtains no right, title or interest from you (or your licensors) under this License in or to any software applications that you develop using the Product, including any Intellectual Property Rights that subsist in those applications. You agree to use the Product and develop applications only for purposes that are permitted by (a) this License and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant

jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.2. You agree that you shall not engage in any activity with the Product, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, Medialooks or any data or communications carrier.

4.3. You may not use the Product for any purpose not expressly permitted by this License. Except as expressly authorized by this License or to the extent required by applicable third party licenses, you may not copy (except for backup purposes), modify, adapt, decompile, reverse engineer, disassemble, or create derivative works of the Product or any part of the Product.

4.4. If your deliverables to a third party allow them to compile the software using our Product, then you must require the third party to obtain their own license to the Product before receiving your deliverables. Accordingly, you agree not to sell or license the source code of your application to any third party without first verifying that they have obtained their own license to the applicable Product. Please contact us or refer your customer to [sales@medialooks.com](mailto:sales@medialooks.com) to obtain this license.

4.5. You may not use the Product in a manner that may diminish the commercial value of the Product to Medialooks, including but not limited to distributing, participating in the creation of, or promoting in any way a software development kit derived from the Product. You shall not use our Product to create software development kits, libraries (LIBs and DLLs), COM/ActiveX, .NET components or toolkits or other tools for use by developers, programmers or software engineers.

4.6. Your application shall not expose any of its functionality through an application programming interface (API) without Medialooks' prior written consent. If you are not sure whether this applies to your application, please contact us at [sales@medialooks.com](mailto:sales@medialooks.com).

4.7. You agree that you are solely responsible (and Medialooks has no responsibility to you or to any third party) for any data, content, or resources that you create, transmit or display through your applications, and for the consequences of any such creation, transmission or display (including any loss or damage which Medialooks may suffer).

## **5. Support and maintenance**

5.1. Medialooks shall provide you with updates, bug fixes and email support in connection with commercially licensed Products for one (1) year, unless alternative terms have been explicitly granted to you in writing by Medialooks, subject to your payment of the applicable License Fee and compliance with this License. Medialooks uses good faith efforts to address all known issues, but cannot make any warranty or guarantee on release schedules, release level updates or whether any release will be error-free and cure the known issue it was developed to address.

5.2. We encourage you to keep your subscription current to enable you to use the most recent

version of the Products and to ensure that all the parts of our Products are compatible with each other. We do not guarantee that the various parts of our Products will work together if the parts are from different Product releases. We offer [substantial discounts for timely subscription renewals](#).

5.3. Support for the Product covered by this License is available through the Medialooks support case management system or via email. You may file a support case at the [Support section](#) of our website. A case number will be assigned to you and your request will be answered by an authorized support representative of Medialooks.

5.4. If a Product is discontinued, support will be provided until the expiration of the current subscription period. The option to renew the subscription will not be provided. Instead, a migration path to a replacing Product may be offered.

5.5. You may request additional [consulting, development, maintenance and support services](#) from Medialooks at any time. Fees are available by quotation and are subject to change without notice. Such additional services are not provided under this License, but are furnished pursuant to a separate written agreement. Please contact us at [sales@medialooks.com](mailto:sales@medialooks.com) for pricing, terms and further information about such services.

5.6. We require that you maintain at least one working email address so that we can provide you with information about your subscription, renewal offers, and new features and fixes to the licensed products. We reserve the right to make occasional cross-promotions to inform you about related products and add-ons.

## **6. Transferring your license**

6.1. You may make a one-time permanent non-transferable transfer of the Product (in its original form as provided by Medialooks) to another party, provided that:

a) the transfer must include all of our Product, including all its component parts, documentation and this License;

b) you do not retain any copies of our Product, full or partial, including copies stored on a computer or other storage device;

c) the party receiving our Product reads and agrees to accept this License in writing and a copy of the acceptance is emailed to us at [sales@medialooks.com](mailto:sales@medialooks.com) along with registration data on the new licensee (company name, address, technical contact's name and email, accounting contact's name and email).

6.2. Except as set forth in Section 6.1 above, you may not transfer, rent, lease, lend, redistribute or sublicense the Product without Medialooks' prior written consent. Notwithstanding other sections of this License, any Product provided to you on a promotional or trial basis may only be used for demonstration, testing and evaluation purposes and may not be resold or transferred.

## **7. Terminating your license**

7.1. This License shall continue to apply until terminated by either you or Medialooks as set out below.

7.2. If you want to terminate this License, you may do so by ceasing your use of the Product.

7.3. Medialooks may at any time terminate this License if: (a) Medialooks reasonably believes that you have breached a material term of this License; or (b) Medialooks is required to do so by law or to protect against violation of our rights or the rights of third parties.

7.4. When this License terminates, Medialooks shall have no further obligation to provide support and maintenance. All payments are final and no refunds will be provided if the License terminates due to your breach of this License or your election to terminate the License. Sections 3.5-3.10, 4, 7.4, 8-10 and 12 of this License Agreement shall survive such termination.

**8. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCT IS AT YOUR SOLE RISK AND THAT THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM MEDIALOOKS. YOUR USE OF THE PRODUCT AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCT IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE. MEDIALOOKS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**9. LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT MEDIALOOKS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT MEDIALOOKS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. In no event shall Medialooks' total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the License Fee paid under this License. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

**10. Indemnification.** To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Medialooks, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from (a) your use of the Product, (b) any application you develop with the

Product that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with this License.

**11. Changes to your license.** Medialooks may make changes to the License as it distributes new versions of the Product. When these changes are made, Medialooks will make a new version of the License available on the website where the Product is made available.

**12. Usage data.** Medialooks may collect anonymous information about how you use our Products. We may use this information to improve our Product's quality, performance and features.

### **13. Miscellaneous legal terms**

13.1. This License constitutes the whole legal agreement between you and Medialooks and governs your use of the Product (excluding any services which Medialooks may provide to you under a separate written agreement), and completely replaces any prior agreements between you and Medialooks in relation to the Product.

13.2. You agree that if Medialooks does not exercise or enforce any legal right or remedy which is contained in this License (or which Medialooks has the benefit of under any applicable law), this will not be taken to be a formal waiver of Medialooks' rights and that those rights or remedies will still be available to Medialooks.

13.3. If any court of law having the jurisdiction to decide on this matter rules that any provision of this License is invalid, then that provision will be removed from this License without affecting the rest of this License. The remaining provisions of this License will continue to be valid and enforceable.

13.4. You agree to comply with all laws and regulations applicable to your activities under this License including, without limitation, all domestic and international export laws and regulations that apply to the Product. These laws include restrictions on destinations, end users and end use. If you reside in the United States, you agree to comply with U.S. export laws and regulations with respect to this Product and applications you make with this Product.

13.5. You shall not be permitted to delegate your responsibilities or obligations under this License without the prior written approval of Medialooks in accordance with Section 6.

13.6. This License, and your relationship with Medialooks under this License, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Medialooks shall be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

13.7. The Product and related documentation are "Commercial Items", as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Product(s)" and "Commercial Computer Product(s) 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 Product(s) and Commercial Computer Product(s) 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.

13.8. This License may be signed electronically, by clicking a box indicating your assent to the terms herein, or via any other legally binding method. If it is signed on paper, it may be signed in one or more counterparts, all of which when taken together will constitute the same agreement. Any copy of signatures to this License made by reliable means (for example, PDF, photocopy or facsimile) shall be considered as binding as an original for all purposes.