

END USER LICENSE AGREEMENT
for
Callaba Cloud Live Streaming Software
and Related Software Products and Services

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If you do not agree with each and every of the terms and conditions of this EULA, do not click "I ACCEPT" or otherwise take any action that signifies your agreement to this EULA and return the software to Callaba Cloud immediately.

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1. DEFINITIONS.

1.1 "Additional Terms" means those terms and conditions referred to herein, such as terms and conditions on the Callaba Cloud Website, along with the text preceding the License Agreement

1.2 "AddOn" is a subset of Software (defined below), and means any one (1) of the additional software features offered by Callaba Cloud that compliments the Software.

1.3 "Channel" means one (1) unique media stream for input into one (1) unique Instance of the Software.

1.4 "Content" means any video, audio, data, and other input to or output from the Software.

1.5 "EULA" means this End User License Agreement, including Additional Terms.

1.6 "Instance" means one unique installation of the Software on a Server.

1.7 "License Key" means an alphanumeric code or similar installation, access, or usage control code issued to you by Callaba Cloud to activate and use one (1) or more Instances of the Software on one (1) or more single Servers, depending on your specific Callaba Cloud license type.

1.8 "Player" means the audiovisual player software that may be provided to You

by Callaba Cloud from time to time.

1.9 "Server" means a single physical computer running no more than one (1) unique copy of an operating system. Multiple Servers include: (i) multiple computers that share processing power or operate in a networked configuration as a single logical computer, such as a "server farm," "cluster," or similar arrangement; and (ii) multiple virtual machines within a technical environment that partitions a physical computer into multiple virtual machines such that each virtual machine has the appearance and capability of running on its own dedicated machine.

1.10 "Services" means maintenance and support services, and includes Support, Updates, and Upgrades.

1.11 "Services Period" means the period(s) of time during which you have purchased the right to obtain the Services. License Keys each have individual Services Periods.

1.12 "Software" means software products owned by Callaba Cloud that are licensed to you under this EULA including, but not limited to, any related AddOns, components, application programming interfaces, associated media, printed materials, online or electronic documentation, and any updates, maintenance releases, bug fixes, corrections, enhancements, or other modifications thereto. Except where explicitly stated otherwise, "Software" includes the Player (as defined above).

1.13 "Automatic software installation" - delivery of the Software assembly artifacts to the Server or any other Device via the SSH protocol.

1.14 "Support" means the provision of technical assistance by Callaba Cloud to you according to Callaba Cloud's current policies. Support includes, at a minimum, technical support related to the Software provided by Callaba Cloud representatives via email communication.

1.15 "Total Number of Instances" means the maximum concurrent number of Instances you are using or have used during any billing period, as calculated by Callaba Cloud according to its current policies and procedures.

1.16 "Total Number of Channels" means the maximum concurrent number of Channels you are using or have used during any billing period in connection with a Callaba Cloud Live Streaming Perpetual License as calculated by Callaba Cloud according to its then-current policies and procedures.

1.17 "Upgrade" means newer versions of the Software that may utilize a distinct installer package and may require an additional License Key, commonly referred to as a "full version" or "dot" release.

1.18 "Update" means updates, fixes, or other relatively minor modifications to the Software, which are applied through Callaba Cloud's update process.

1.19 "Callaba Cloud" means Callaba Cloud OÜ, located at: Harju maakond, Kesklinna linnaosa, Vesivärava tn 50-201, 10152, Tallinn, Estonia, and its affiliates.

1.20 "Callaba Cloud Trademarks" mean all names, trademarks, service marks, trade names, logos, designs, trade dress, domain names, and other brand designations used, registered, owned, or licensed by Callaba Cloud in connection with its products and services.

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1.22 "Your Email Address" or "your Email Address" means the electronic mail (commonly referred to as "email") address you provided Callaba Cloud, either when you downloaded the Software from the Callaba Cloud Website, obtained a License Key from Callaba Cloud, or at some other time.

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3.1 copy the Software except for a reasonable number of machine-readable copies of the Software for backup or archival purposes only;

3.2 remove, alter, or obfuscate any titles, Callaba Cloud Trademarks, trademarks, service marks, trade names, copyright notices, legends, watermarks, or other proprietary markings on or in the Software;

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3.4 modify or create derivative works based upon the Software;

3.5 decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part;

3.6 unbundle, break apart or repackage the Software or any of its component parts for any reason whatsoever;

3.7 bundle or distribute the Software in any manner whatsoever;

3.8 provide use of the Software in a third-party outsourcing facility, on a service or

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3.9 use the Software to transmit, reproduce, store, or share Content that you do not have the right to transmit, reproduce, store, or share;

3.10 at any time provide an evaluation license to the Software to any other person or entity, or otherwise permit any other person or entity to evaluate the Software;

3.11 make any changes, modifications, or alterations to this EULA;

3.12 use, or permit third parties to use the Software in any situation in which the failure of the Software to operate, or to operate without error or delay, could result in injury, harm, or death to any person or entity;

3.13 make any statements, warranties, or representations concerning the Software that exceed or are inconsistent with the documentation provided by Callaba Cloud;

3.14 export or re-export the Software except in compliance with local applicable law, along with applicable international export laws, rules, and regulations;

3.15 use or collect information about people who come into contact with the Software or receive Content, that is in any way illegal, violates the rights of such people, or is otherwise prohibited; or

3.16 assist, encourage, or permit any other person or entity to do anything prohibited or not permitted by this EULA.

4. LICENSE TYPES AND ADDITIONAL LICENSE RESTRICTIONS.

The Software is licensed under various types of licenses. Each License Key enables your use of the Software under a single license type – in other words, your use of the Software is specifically limited to one (1) license type per License Key. Significant additional details, limitations, and restrictions regarding license types and costs, including for example, whether certain features are enabled with a specific license type, may be provided on the Callaba Cloud Website or in other communications from Callaba Cloud to you, and that information incorporated herein by reference. Not all types of licenses are available to every customer and the requirements for obtaining a specific license type are available from Callaba Cloud and may be provided on the Callaba Cloud Website.

4.1 Determining your License Type. In general, the type of license to the Software that you hold can be determined by examining the purchase documents received from Callaba Cloud (such as a receipt), the ordering, purchase, and confirmation webpages on the Callaba Cloud Website, or the License Key obtained from Callaba Cloud.

4.2 Perpetual License Type. This section applies only if you have obtained a valid Callaba Cloud Live Streaming Perpetual License Key to the Software, or are otherwise using the Callaba Cloud Live Streaming Perpetual Software. In addition to the other terms contained herein, for each separate, unique, and valid Callaba Cloud Live Streaming Perpetual License Key:

4.2.1 your license to the Software is limited to one (1) Instance of the Software on one (1) Server; and

4.2.2 you may be required to obtain a separate Software license and License Key for each paid AddOn that will be used with a Callaba Cloud Live Streaming Perpetual license and your use of such AddOns, if any, shall be additionally governed by the applicable provisions herein.

4.3 Subscription License Types. This section applies only if you have obtained a valid Callaba Cloud Live Streaming Month-long License Key or a valid Callaba Cloud Live Streaming Year-long subscription License Key to the Software, or you are otherwise using the Callaba Cloud Live Streaming Month-long subscription Software or Callaba Cloud Live Streaming Year-long subscription Software. In addition to the other terms contained herein and in documentation provided by Callaba Cloud and on the Callaba Cloud Website, for each separate, unique, and valid Callaba Cloud Live Streaming Month-long subscription Software License Key or Callaba Cloud Live Streaming Year-long subscription License Key:

4.3.1 notwithstanding Section 2 (License Grant), your license to the Software allows you to use one (1) or more Instances of the Software on one (1) or more Servers;

4.3.2 notwithstanding Section 3 (License Restrictions), you have the right to lease, sublicense, and rent to another party your rights to use the Software, solely for the purposes of use in a membership, subscription, or hosted service arrangement, and in any event subject to the terms of this EULA;

4.3.3 notwithstanding Section 3 (License Restrictions), you have the right to provide use of the Software in a third-party outsourcing facility on a service or service bureau arrangement, or on a time-sharing basis, subject to the terms of this EULA;

4.3.4 Callaba Cloud shall use the Total Number of Instances and Total Number of Channels to calculate your annual, monthly, or daily fee, as set forth on the Callaba Cloud Website and in documentation from Callaba Cloud. You shall pay the annual or monthly fee in U.S. dollars according to the payment policies set forth on the Callaba Cloud Website. In the event you have obtained a valid Callaba Cloud Live Streaming Year-long subscription License Key, your annual subscription License Key permits you to use a Total Number of Instances up to and including the number of "server instances" you obtained and paid for; if your Total Number of Instances at any time exceeds the number of "server instances" you have obtained and paid for, your payment method on file with Callaba Cloud will automatically be charged the current rate for the number of monthly Instances required to meet the Total Number of Instances calculated by Callaba Cloud for such period; you may increase the number of annual "server instances" included in your subscription at any time through the "my account" section of the Callaba Cloud Website. The annual or monthly fee shall be a net amount, exclusive of all taxes, and is not subject to offset or reductions because of any costs, expenses, disputes, or liabilities incurred by you or imposed on you;

4.3.5 Callaba Cloud reserves the right to change the annual and monthly fees to be paid by you, as set forth on the Callaba Cloud Website, at any time without advance notice and in Callaba Cloud's sole discretion; changes in license fees will be posted on the Callaba Cloud Website and may additionally be provided to you by email to your Email Address;

4.3.6 in the event Callaba Cloud does not receive amounts due from you to Callaba Cloud related to your Year-long or Month-long subscription(s) by the due date for any reason, or your payment is disputed, declined, reversed, refused, charged back, or dishonored, Callaba Cloud shall have the right to immediately terminate your license to the Software without further notice to you;

4.3.7 in the event any overdue amount owed by you is not paid following ten (10) days' notice from Callaba Cloud to your Email Address, then in addition to the amount due, Callaba Cloud may impose and you shall pay a late payment charge in addition to the overdue amount at the rate of one percent (1%) per month on such overdue amount, or the highest amount allowable by applicable law, whichever is higher;

4.3.8 your license to the Software may permit the use of paid and free AddOns (which may require additional payment), provided, however, that your use of such AddOns shall be additionally governed by the applicable provisions herein as if you had been issued a separate, unique License Key to such AddOn;

4.3.9 Callaba Cloud may, in its sole discretion, discontinue or limit the supply or availability of the Software at any time;

4.3.10 in the event this EULA is terminated for any reason, your obligation to pay the annual or monthly fees accrued prior to the date of termination shall survive termination of this EULA;

4.3.11 you agree to keep a valid form of payment on file with and available to Callaba Cloud, in the system or systems dictated by Callaba Cloud, at all times.

5. LICENSE KEY INTEGRITY; DATA COLLECTION.

5.1 Non-Offline License Keys.

5.1.1 Unless you have an Offline License Key, the Software shall periodically call into and connect with hardware, software, or other systems designated by Callaba Cloud to assist Callaba Cloud in validating your Software license; you shall permit the Software to do so. Information that may be collected by Callaba Cloud for this purpose shall include, without limitation: (i) the version of Software you are using; (ii) a global unique identifier ("GUID") based on such version; (iii) your operating system and processor information; (iv) information regarding your usage of the Software; (v) your Java version information; (vi) whether you are using a particular feature or not; and (vii) your AddOn usage, if any. Callaba Cloud will take ordinary care to protect information collected pursuant to this Section but may use such information in any way and for any purpose, in its sole discretion.

5.1.2 Unless you have an Offline License Key, in the event the Software fails to periodically call into and connect with the hardware, software, or other systems designated

by Callaba Cloud, Callaba Cloud shall have the right to terminate your license to use the Software without further notice to you three (3) days following of the last date of successful contact of the Software with the Callaba Cloud hardware, software, or designated system.

5.2 Other License Key Types and Data Collection.

5.2.1 If you have a type of License Key or licensing mechanism not specifically described here, that License Key may include additional restrictions, limitations, or specifications, in each case as provided by Callaba Cloud, either on the Callaba Cloud Website or by email or other notice to you. You agree to comply with any such additional restrictions, limitations, or specifications.

5.2.2 Regardless of the type of Software license or License Key you have the Software may periodically call into and connect with hardware, software, or other systems designated by Callaba Cloud, and Callaba Cloud may collect, maintain, process, and use diagnostic, technical, usage, and related information, including but not limited to information about your computer, system, application software, and peripherals, along with information about usage of the foregoing. Such information may also be collected in connection with Callaba Cloud's provision of the Services. Callaba Cloud may use such information to facilitate the provision of Software updates and support, verify your compliance with this EULA, improve Callaba Cloud's products and services, or for any other purpose in its sole discretion.

5.3 License Keys, Generally. You agree to not take any action that is intended or likely to defeat, weaken, or threaten any security or License Key integrity measures employed by Callaba Cloud, including without limitation, measures intended to prevent duplicate, pirated, or similar unauthorized License Keys or use of the Software. You agree that you are solely and completely responsible for License Key abuse related to an Offline License Key issued to you.

6. **MAINTENANCE AND SUPPORT.**

6.1 Services Provided Per-License Key. The Services are provided on a per-License Key basis, and not on a per-customer or per-company basis. Each License Key has an individual Services Period that begins on the date you obtained such License Key from Callaba Cloud or purchased an additional Services Period for such License Key from Callaba Cloud. You agree to only access or obtain the benefit of the Services for the specific License Key(s) provided to Callaba Cloud when requesting such Services and you agree to not use the Services, including Updates and Upgrades, for the benefit of any License Key not then entitled to the Services.

6.2 Services Periods. Services are only provided during the Services Period. Services Periods vary by license type. License types are described in Section 4, above.

6.2.1 The Services Period for subscription license type (Year-long and Month-long) License Keys is the term of such subscription license for the Software.

6.2.2 The initial Services Period for Perpetual license type License Keys is three (3) years from the date you obtained a Callaba Cloud Live Streaming Perpetual License Key from Callaba Cloud, as specified in your purchasing documents. In order to obtain the Services beyond the initial Services Period, you must purchase additional Services Period(s) from

Callaba Cloud. In the event of any ambiguity, the Services Period for all perpetual type License Keys shall be deemed three (3) years from the date you obtained a Callaba Cloud Live Streaming Perpetual License Key from Callaba Cloud.

6.2.3 If you obtained your Software, License Key, or both from a party other than Callaba Cloud (such as a Callaba Cloud authorized reseller or OEM partner), your Services Period may differ from those described herein.

6.3 The Services. Subject to the terms of this EULA and other terms and conditions on the Callaba Cloud Website and provided to you from time to time, Callaba Cloud will provide the Services to you during the Services Period for each individual License Key.

6.3.1 Callaba Cloud will not provide Services related to: (i) prior versions of the Software; (ii) improper installation or use of the Software; (iii) software or other products or services not offered, licensed, and provided to you by Callaba Cloud, and the implementation or use of the Software with any of the foregoing; (iv) modified code; (v) other things not specifically described herein as within the scope of the Services.

6.3.2 In the event a Services Period expires for a given License Key and you elect to not purchase additional Services Periods but later wish to receive Services from Callaba Cloud related to such License Key, Callaba Cloud may, in its sole discretion, require you to purchase Services Periods retroactively to the date on which the relevant Services Period previously lapsed, pay a reinstatement fee, or both.

6.3.3 Callaba Cloud may suspend or terminate the Services without owing a refund to you if your use of the Services is determined by Callaba Cloud, in its sole and reasonable discretion, to be excessive or improper.

6.3.4 The Services will be provided within the timeframes described on the Callaba Cloud Website or in other documentation provided by Callaba Cloud. No failure to meet a timeframe to provide Services shall be deemed a breach of this EULA or any obligation of Callaba Cloud.

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8.1 Termination. Callaba Cloud may terminate this EULA immediately and without notice if you fail to comply with any term of this EULA or fail to timely pay any amounts due Callaba Cloud. Unless you have a Callaba Cloud Live Streaming Perpetual license, Callaba Cloud may terminate this EULA for any reason or no reason upon thirty (30) days advance notice to your Email Address.

8.2 Effect of Termination. In the event of termination, you must immediately and completely cease using the Software in any way, and destroy all copies of the Software and

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9. INDEMNIFICATION BY YOU.

9.1 **Generally.** You will indemnify, defend, and hold harmless Callaba Cloud and its affiliates, and each of their respective officers, directors, shareholders, unitholders, members, employees, agents, advisors, and representatives (collectively, the "Indemnified Parties") against all liabilities, obligations, losses, costs, damages, and other expenses and attorneys' fees (collectively, "Indemnified Costs") arising out of or relating to your breach of this EULA or any other of your acts, omissions, or representations. Without limiting the foregoing, your indemnification under this paragraph shall include, without limitation, indemnification for Indemnified Costs incurred by the Indemnified Parties caused by or related to: (i) the Content, including the Content which is prohibited by any applicable legislation; (ii) your violation of applicable law or regulation; or (iii) your provision of services to any third party utilizing the Software; (iv) any Claims alleging that Callaba Cloud is liable as a fiduciary; and (v) any failure to pay required taxes or other amounts due to third parties related to the Software or this EULA.

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10.2.2 The exclusive remedy for breach of any warranty with regard to the Services is, subject to Callaba Cloud's limitation of liability, to re-perform the Services in a commercially reasonable manner.

10.3 Limitation of Liability.

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11. **TAXES.**

11.1 You shall be solely responsible for, and shall pay directly, all taxes, duties, and charges incurred related to this EULA or the Software or Services, including, without limitation, sales and use taxes, withholding taxes, duties and charges imposed by your state or local governmental authorities. This Section 11.1 shall not apply to taxes levied against the income or capital of Callaba Cloud or upon Callaba Cloud as employer of Callaba Cloud's employees.

11.2 You shall collect, report, and pay to the relevant taxing authority, and indemnify Callaba Cloud for, any liability relating to applicable excise, property, sales and use, value-added (VAT), or similar taxes, along with any withholding requirement in addition to or

in lieu thereof, and any customs, import, export or other duties, levies, tariffs, taxes, or other similar charges that are imposed by any jurisdiction for any and all services provided to any third party as permitted by this EULA.

12. GENERAL.

12.1 **Entire Agreement.** This EULA, including the Additional Terms, sets forth Callaba Cloud's entire liability and your exclusive remedy with respect to the Software, Services, and other subject matter hereof, and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software, Services, and other subject matter hereof. You acknowledge that this EULA, including Additional Terms, is a complete statement of the agreement between you and Callaba Cloud with respect to the Software, Services, and other subject matter hereof, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software, Services, and other subject matter hereof. Additional Terms referenced herein are deemed incorporated herein by reference. ANY PURCHASE ORDER OR OTHER DOCUMENT PROVIDED BY OR RECEIVED FROM YOU SHALL BE FOR YOUR INTERNAL USE ONLY AND SHALL NOT BE APPLICABLE TO CALLABA CLOUD NOR SHALL IT MODIFY THE TERMS OF THIS EULA OR GOVERN YOUR USE OF THE SOFTWARE. CALLABA CLOUD REJECTS ANY TERMS CONTAINED IN PURCHASE ORDERS OR SIMILAR DOCUMENTS.

12.2 **Headings and Interpretation.** Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA. References herein to the singular include the plural, and vice versa. Callaba Cloud and You agree that, if an ambiguity or question of intent or meaning arises with respect to any provision of this EULA, this EULA will be construed as being drafted jointly by Callaba Cloud and you, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this EULA.

12.3 **Waiver and Modification.** No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. Callaba Cloud may modify this EULA from time to time by one of three methods: (i) posting the changes on the Callaba Cloud Website; (ii) providing notice of such changes to your Email Address; or (iii) signing a written agreement with you specifying changes to this EULA. You agree to be bound by such changes if you continue using the Software following the effective date of any such change to this EULA. Changes to this EULA are effective upon the earlier of: (i) Callaba Cloud posting notice of such changes on the Callaba Cloud Website; (ii) Callaba Cloud providing notice to your Email Address of such changes; or (iii) the signing of a written amendment modifying this EULA by both you and Callaba Cloud. Other than as provided in this Section 12.3, this EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.

12.4 **Supersession.** This EULA, Additional Terms, or both may be superseded by a subsequent version of this EULA or Additional Terms, as the case may be. Such supersession may occur if you download, install, or use Software or Software upgrades or updates. This EULA supersedes prior EULA versions under which the Software was licensed to you.

12.5 **Assignment.** You may not assign this EULA or any interest in this EULA without the prior written approval of Callaba Cloud.

12.6 **Notices.** Notices required by or related to this EULA from you must be sent to the

following e-mail address: support@callabacloud.com. Callaba Cloud may provide notices required by or related to this EULA to you at your Email Address.

12.7 Severability. If a provision of this EULA 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 EULA will not be affected.

12.8 Relationship of You and Callaba Cloud. This EULA shall not be construed to create any employment, partnership, joint venture, franchise, or agency relationship between you and Callaba Cloud, or to authorize either party to enter into any commitment or agreement binding on the other party.

12.9 No Responsibility for Content. You acknowledge and understand that the Content is entirely your responsibility. You acknowledge, agree, and agree to assert and acknowledge in legal proceedings that Callaba Cloud exercises no control whatsoever over the Content and that Callaba Cloud will not be liable for Content.

12.10 Representations. You represent and warrant that you are authorized to enter into this EULA and comply with its terms, and are of legal age to do the same. Furthermore, you represent and warrant that you will at all times meet your obligations hereunder, and comply with all laws, regulations, and policies that apply to use of the Software. If you are entering into this EULA on behalf of an entity or organization, you represent and warrant that you have full authority to do so and to bind that entity or organization.

12.11 Force Majeure. Neither party shall be in default by reason of any failure in performance of this EULA, except for an obligation to pay money, 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, fire, flood, epidemic, restriction, strikes, or freight embargos.

12.12 Governing Law. This EULA will be governed by the laws of the Republic of Estonia, without regard to its choice of law principles. Except as provided in the following Section 12.12, you and Callaba Cloud hereby agree to submit to the exclusive jurisdiction and venue of the Estonian Courts for any dispute arising out of or related to this EULA or any of the subject matter hereof.

12.13 Contact Information. If you have any questions about this EULA, please contact Callaba Cloud at support@callabacloud.com.

12.14 Survival of Terms. The following terms shall survive termination of this EULA: Section 1 (Definitions); Section 2 (License Grants; Title; Usage by Third Parties); Section 3 (Licensee Restrictions); Section 4 License Types and Additional Licensee Restrictions); Section 5 (License Key Integrity; Data Collection); Section 6 (Maintenance and Support); Section 7 (Intellectual Property Rights); Section 8 (Termination); Section 9 (Indemnification by You); Section 10 (Limited Warranty and Limitation of Liability); and Section 12 (General).