

IPEVO Software End User License Agreement

BY DOWNLOADING, INSTALLING OR USING THE (A) IPEVO VISUALIZER, (B) IPEVO ANNOTATOR, (C) IPEVO WHITEBOARD, (D) IPEVO CAMERAKIT, (E) IPEVO IW DRIVER, (F) IPEVO VISUALIZER LTSE, OR (G) iDocCam (EACH OF WHICH IS DEEMED, AS APPLICABLE, THE “SOFTWARE”), YOU AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT (the “Agreement”) AND OUR PRIVACY POLICY, FOUND AT <https://www.ipevo.com/privacy-statement>. IF YOU DO NOT AGREE, DO NOT INSTALL, DOWNLOAD, COPY OR USE THE SOFTWARE AND YOU MUST DELETE OR DESTROY ANY COPY IN YOUR POSSESSION OR CONTROL. This Agreement is between you (“you” or “your”) and IPEVO, Inc. (“Licensor”) for the use of the Software, including all associated media, and printed or electronic documentation.

If you are receiving the Software accompanying this Agreement as an update to Software previously licensed to you by Licensor, then this Agreement supersedes the terms of any prior license granted to you.

1. **License Grants.** Subject to your full compliance with all of the terms and conditions of this Agreement, Licensor grants to you the following license at no charge:
 - 1.1 **Software.** Licensor grants to you a personal, fully paid-up, royalty-free, non-exclusive, non-sublicensable, non-transferable, revocable license to install and use the Software in machine-readable object code form on your multiple computers (such as workstations, terminals, or other devices) (or, in the case of firmware, one copy of the firmware programs and associated files in object code form solely on the product relating to the software) solely for your own personal use or internal business purposes.
 - 1.2 **Additional License Rights for SDK.** In addition to the license granted above in Section 1.1, the IPEVO CameraKit Software Development Kit (“**CameraKit SDK**”) is provided to you with additional license rights. Licensor grants you a personal, fully paid-up, royalty-free, non-exclusive, non-sublicensable, non-transferable, revocable license to use, reproduce, incorporate, and distribute the CameraKit SDK library in object code form for the purposes of designing, integrating, developing, and testing your software products with respect to IPEVO’s hardware camera products. This additional license right is conditioned upon your compliance with the distribution requirements and license restrictions described in Section 2.3 (License Limitations). IPEVO has no obligation to provide or to continue to provide any support for the SDK. Further, subject to the license restrictions described in Section 2, IPEVO may provide a text-based PDF document within the CameraKit SDK which contains source code for demonstration purposes only to show the invocation process of calling library functions during integration of the CameraKit SDK with other software products.
 - 1.3 **Documentation.** Licensor grants to you a personal, fully paid-up, royalty-free, non-exclusive, non-sublicensable, non-transferable, revocable license to make and use a reasonable number of copies of documentation provided with the Software for your internal

use in connection with your use of the Software, provided that you reproduce all copyright and other proprietary notices that are on the original copies.

2. **License Limitations.** The license granted in Section 1 are conditioned upon your full compliance with the following limitations:

2.1 *Reverse Engineering.* You may not decompile, decipher, disassemble, reverse engineer or otherwise attempt to derive or gain access to the source code of the Software or any part thereof, except as expressly permitted by applicable law notwithstanding this limitation.

2.2 *No Distribution, Rental or Transfer.* Except as permitted in Section 1.2 and Section 2.3, you may not distribute, publish, rent, lease, lend, sell, transfer, sublicense, disclose, or otherwise provide the Software to any third party.

2.3 *Distribution Requirements.* If you choose to redistribute the CameraKit SDK as described in Section 1.2, you agree: (a) you will distribute the CameraKit SDK only in object code form and in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the CameraKit SDK (“**Licensee Software**”); (b) that the CameraKit SDK only operates in conjunction with Licensor’s document camera products; (c) you will distribute the Licensee Software containing the SDK pursuant to an end user license agreement no less protective than those contained in this Agreement; (d) not to use Licensor’s name, logo, or trademarks to market the Licensee Software; (e) not to remove, alter, or obscure any copyright, trademark, patent, or any other proprietary notices that appear on the CameraKit SDK as delivered to you; (f) not make any use of the SDK in any manner not permitted by this Agreement; (g) to otherwise comply with the terms of this Agreement; and (h) that Licensor reserve all rights not expressly granted. You will not permit further distribution of the CameraKit SDK by your end-user customers except you may permit further redistribution of the CameraKit SDK by your distributors to your end-user customers if your distributors only distribute the CameraKit SDK in conjunction with, and as part of, the Licensee Software, and you comply with all other terms of this Agreement, and your distributors comply with all restrictions of this Agreement that apply to you. IPEVO is not obligated to provide support or technical assistance to you or any of your distributors or end-user customers and you will not represent otherwise.

2.4 *No Modification or Derivative Works.* You may not modify or create derivative works of the Software, in whole or in part.

2.5 *Proprietary Notices.* You may not remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices or labels on the Software or any copy thereof.

2.6 *Rights Management.* You may not remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software.

2.7 Non-Permitted Uses. Without limiting any of the foregoing, you may not make any use of the Software in any manner not expressly permitted by this Agreement.

3. **Reservation of Rights and Ownership.** Licensor and its parent, affiliates, or suppliers own the right, title, and interest in and to the Software, including all copyrights, trademarks, and other intellectual property rights in the Software therein or relating thereto and reserve all rights not expressly granted to you in this Agreement.
4. **Additional Software or Services.** This Agreement also applies to updates, enhancements, supplements, and add-on components of the Software that Licensor may provide or make available to you after the date you obtain your initial copy of the Software (“**Update**”). If Licensor provides additional terms along with the Software, those terms will apply to the Update.
5. **Links to Third Party Sites and Software.** The Software may link to websites or software applications provided by third parties (“**Third Party Applications**”). You may be presented with additional terms and conditions from third parties in order to access or use Third Party Applications. Licensor is not responsible for Third Party Applications. Licensor does not assume and will not have any liability or responsibility to you or to any other person or entity for any Third Party Applications. Your access and use of Third Party Applications is entirely at your own risk and subject to such third parties' terms and conditions.
6. **Termination.** This Agreement will remain in effect until terminated. You may terminate this Agreement by ceasing all use of the Software and destroying all copies. This Agreement will terminate immediately without notice from Licensor if you fail to comply with any provisions of this Agreement. Upon termination, you must destroy all copies of the Software and the following Sections of this Agreement will survive: Sections 2, 3, 6 - 12.
7. **DISCLAIMER OF WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED “AS IS” WITH ALL FAULTS. LICENSOR AND ITS PARENT, AFFILIATES, AND SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT, LACK OF VIRUSES OR BUGS, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS WITH REGARD TO THE SOFTWARE, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. IN PARTICULAR, LICENSOR AND ITS PARENT, AFFILIATES, AND SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM LICENSOR OR ITS PARENT, AFFILIATES, OR SUPPLIERS, OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, WILL CREATE ANY WARRANTY OR OBLIGATION ON BEHALF OF LICENSOR OR ITS PARENT, AFFILIATES, OR SUPPLIERS. THE ENTIRE RISK ARISING OUT OF THE USE, PERFORMANCE AND QUALITY OF THE SOFTWARE REMAINS WITH YOU. THE SOFTWARE IS ACCESSED AND USED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY

DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER SYSTEMS AND LOSS OF DATA IN CONNECTION WITH THE SOFTWARE.

8. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS PARENT, AFFILIATES, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUE, DAMAGES TO YOUR COMPUTER SYSTEM OR OTHER SYSTEMS, LOSS OF DATA, GOODWILL, USE, OR OTHER LOSSES), HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHERWISE IN CONNECTION WITH THE SOFTWARE OR THIS AGREEMENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, LICENSOR'S AND ITS PARENT'S, AFFILIATES', AND SUPPLIERS' MAXIMUM AGGREGATE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ALL CLAIMS, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER BASIS, WILL BE LIMITED TO THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO U.S.\$5.00. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER YOU HAVE KNOWLEDGE OF THE OCCURRENCE WHICH GIVES RISE TO THE CAUSE OF ACTION.
10. **U.S. Government Restricted Rights.** If the Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), the Software is provided by Licensor as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Software as commercial items pursuant to the Federal Acquisition Regulation and applicable supplement, if any, and the U.S. Government's rights in the Software and accompanying documentation will only be provided with the commercial license rights set forth in this Agreement.
11. **Compliance with Law; Export Restrictions.** All Software and technical data delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all applicable laws and regulations, including those relating to import and export. Further, you acknowledge that you have the responsibility for and will obtain any licenses or permissions required to export, re-export, or import the Software.
12. **Governing Law.** This Agreement will be governed and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provisions. Each party consents to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara, California for any and all disputes, claims, and actions arising from or in connection with the Software and this Agreement. You waive any and all objections to the exercise of

jurisdiction over you by such courts and to venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

13. **General.** The section titles in this Agreement are used solely for the parties' convenience and have no legal or contractual significance. Licensor's failure to exercise, or delay in exercising, any right or any power hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder including with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and restrictions will remain in full force and effect and will in no way be affected, impaired, or invalidated. You may not assign, transfer, or sublicense this Agreement or your rights (if any) under this Agreement. This Agreement will be binding upon all successors and assigns. This Agreement constitutes the entire agreement between you and Licensor with respect to the Software and merges all prior and contemporaneous communications and proposals, whether electronic, oral, or written, between you and Licensor with respect to the Software. Licensor may give you all notices (including legal process) that Licensor is required to give you by any lawful method, including by posting notice on Licensor's website and by sending it to any email or mailing address that you provide to Licensor.

CONTACT INFORMATION

If you have any questions about this Agreement, or want to contact Licensor for any reason, please direct all correspondence to: cs@ipevo.com.