

SOLVEIG MULTIMEDIA END USER LICENSE AGREEMENT

This End User Agreement ("**EULA**") is a legal binding agreement between you (either an individual or a single entity) and Solveig Multimedia Germany GmbH, a company duly incorporated under the laws of Germany with its principal offices at Pflugacker 11C, 22523 Hamburg, Germany ("**Solveig Multimedia**"), the manufacturer of the software which this agreement is related to and any associated media, bonus Software, and online or electronic documentation.

You must read and fully understand this EULA before you download and use **Solveig Multimedia's Software** that is licensed under the terms and conditions of this EULA.

Your use of the **Solveig Multimedia's Software**, as defined below, signifies your approval and acceptance to these terms and conditions contained in this EULA. If you do not agree to the terms and conditions of this EULA, you are not authorized to use the **Solveig Multimedia's Software** in any way, including but not limited to downloading, installing or copying it.

The Solveig Multimedia's Software is protected by copyright law and international copyright treaties, as well as other intellectual property laws and treaties.

In case you have any questions concerning this EULA or the Solveig Multimedia's Software and its installation, you may contact Solveig Multimedia's Software's support team at the address above, or by sending an E-mail to support@solveigmm.com or visiting Solveig Multimedia's website: <http://www.solveigmm.com>

1. GENERAL.

- 1.1. The conditions of this EULA apply to any update, upgrade or additional component added to the Solveig Multimedia's Software originally downloaded by you. In the case that these include a separate agreement, its conditions will be in addition to the conditions of this agreement, unless the separate agreement specifies that its conditions prevail over the original conditions, and there is no doubt that the new agreement was approved by the Solveig Multimedia.
- 1.2. This EULA constitutes the entire agreement between you and Solveig Multimedia with respect to the use of the Solveig Multimedia's Software and it supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this agreement will be binding unless in writing and signed by an authorized representative of Solveig Multimedia.
- 1.3. All intellectual property rights in the Solveig Multimedia's Software and related documentation, including, but not limited to trademarks, copyright and patents, remain in the hands of Multimedia. It is hereby stated that this EULA does not give you ownership over the Solveig Multimedia's Software, but merely permits you to use the Solveig Multimedia's Software.
- 1.4. Solveig Multimedia makes no claims that the Solveig Multimedia's Software is appropriate or may be downloaded from Solveig Multimedia. Access to the Solveig Multimedia's Software may not be legal by certain persons or in certain countries. If you install the Solveig Multimedia's Software, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.
- 1.5. Solveig Multimedia, its suppliers and affiliates reserve their right to discontinue any Internet based services, which may be available to you in relation to the Solveig Multimedia's Software.

2. SCOPE OF LICENSE.

- 2.1. The Solveig Multimedia's Software accompanying this EULA, regardless of the media on which it is distributed, is licensed to you by Solveig Multimedia.
- 2.2. Upon acceptance of this EULA, Solveig Multimedia authorizes you to download a single copy of the Solveig Multimedia's Software from Solveig Multimedia. In case you wish to use multiple copies of the Solveig Multimedia's Software you must obtain additional licenses.
- 2.3. Special rules may apply to the use of certain Solveig Multimedia's Software, which is listed in Solveig Multimedia's website and are incorporated into these EULA by reference.
- 2.4. Solveig Multimedia reserves all rights and title concerning the Solveig Multimedia's Software, which hasn't been specifically awarded to you according to this EULA.
- 2.5. **This EULA grants you the following rights ("License"):**

- 2.5.1 **Use** – You may use the Solveig Multimedia's Software solely for your personal, non-commercial use, on one (1) computer and maximum two (2) screens attached to the computer the Solveig Multimedia's Software is installed on.
- 2.5.2 **Copy for backup purposes** – You may make one copy of the Solveig Multimedia's Software in machine-readable form for backup purposes only. You must clearly state on such copy a Solveig Multimedia copyright notice and you must not transfer, sell, lease or lend allow any third party to as such with the Solveig Multimedia's Software or a copy of it to any person or entity.
- 2.6. The product uses components that depends on third party libebml and libmatroska libraries that fall under LGPL license as dynamic link libraries, which can be acquired by URL <http://www.matroska.org/downloads/linux.html>. The text of the LGPL license is attached to distribution LICENSE.LGPL.
- 2.7. The product uses components that depends on third party libavcodec and libavutil libraries that fall under LGPL license as dynamic link libraries, which can be acquired by URL <http://ffmpeg.org>. The text of the LGPL license is attached to distribution LICENSE.LGPL.
- 2.8. The product uses components that depends on third party libraries libvpx, libvorbis, libogg, and source code that falls under BSD-style license. The text of the license is attached to distribution WEBMLICENSE.txt
- 2.9. The product uses x264 application for encoding video streams into the H.264/MPEG-4 AVC compression format, that is released under terms of GNU GPL. The text of the license and source code can be acquired by URL <http://www.videolan.org/developers/x264.html>

3. RESTRICTION

In no event will your performance of activities with the Solveig Multimedia's Software be outside the scope and/or contrary to the Section 2.5.1 and 2.5.2 of this EULA, including, but not limited:

- 3.1. You may not alter, merge, modify, adapt or translate the Solveig Multimedia's Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Solveig Multimedia's Software to a human-perceivable form, including but not limited to source code.
- 3.2. You may not redistribute or transfer this Solveig Multimedia's Software to anyone other than the original licensee, unless you fully comply with the conditions abovementioned regarding "transferring of rights".
- 3.3. You may not make any copies of the Solveig Multimedia's Software or its related documentation for any purpose unless you fully comply with the conditions above mentioned regarding "Copy for backup purposes".
- 3.4. You may not use in whole or part, any code, which is considered proprietary of Solveig Multimedia, in any other Solveig Multimedia's Software or product that is freely distributed or commercially resold.
- 3.5. You may not resell or freely distribute this Solveig Multimedia's Software to others without the express written consent of an authorized Solveig Multimedia representative.
- 3.6. In addition to any other condition or provision concerning jurisdiction or any other aspect of international law, you are also responsible for compliance with the laws of your local jurisdiction.
- 3.7. You agree that Solveig Multimedia may audit your use of the Solveig Multimedia's Software for compliance with these terms at any time, upon reasonable notice.

4. TERMINATION.

- 4.1. These EULA and License shall terminate immediately without notice from Solveig Multimedia in the event you break any provision under this EULA. In which case you must delete or destroy the Solveig Multimedia's Software, the backup copy, related documentation and all copies thereof.
- 4.2. You may terminate the EULA at any time by fully deleting or destroying the Solveig Multimedia's Software, the backup copy, related documentation and all copies thereof. If so, these EULA and License will terminate immediately without notice from Solveig Multimedia. As of the moment of their termination, you may no longer reuse the Solveig Multimedia's Software for any purpose without accepting the current Solveig Multimedia's EULA.

5. DISCLAIMER OF WARRANTY.

- 5.1. THE SOLVEIG MULTIMEDIA'S SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. SOLVEIG MULTIMEDIA, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL

WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. SOLVEIG MULTIMEDIA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR TIMELINESS OF THE SOLVEIG MULTIMEDIA'S SOFTWARE OR PROVIDED ON OR THROUGH THE USE OF THE SOLVEIG MULTIMEDIA'S SOFTWARE. SOLVEIG MULTIMEDIA DOES NOT MAKE ANY WARRANTY THAT THE SOLVEIG MULTIMEDIA'S SOFTWARE OR ITS USE SATISFIES ANY GOVERNMENT REGULATIONS.

- 5.2. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOLVEIG MULTIMEDIA OR AN SOLVEIG MULTIMEDIA AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOLVEIG MULTIMEDIA'S SOFTWARE PROVE DEFECTIVE, YOU (AND NOT SOLVEIG MULTIMEDIA OR AN SOLVEIG MULTIMEDIA AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

6. LIMITATION OF LIABILITY.

- 6.1. IN NO EVENT SHALL SOLVEIG MULTIMEDIA, ITS LICENSORS, ITS DIRECTORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE SOLVEIG MULTIMEDIA WEB SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE SOLVEIG MULTIMEDIA'S SOFTWARE , WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SOLVEIG MULTIMEDIA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

7. INDEMNITY.

- 7.1. You agree to defend, indemnify and hold Solveig Multimedia, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities, and settlements including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Solveig Multimedia's Software in a manner that violates or is alleged to violate these EULA or any statutory and non statutory regulations applicable to you.
- 7.2. Solveig Multimedia shall provide notice to you promptly of any such claim, suit, or proceeding, and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit, or proceeding.

8. JURISDICTION AND GOVERNING LAW

- 8.1. This EULA shall be governed by and construed under the laws of Germany without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, and the present German rules, and regulations, the current German rules and regulations shall prevail and govern.
- 8.2. If, for any reason a court of competent jurisdiction finds any provision of this EULA or portion thereof, to be unenforceable, that provision of the EULA shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA shall continue in full force and effect.

9. PRIVATE RECORDS POLICY

- 9.1. During the installation process of the Solveig Multimedia's Software, you may be required to submit information concerning yourself including, but not limited to, your name, address, phone number and E-mail address. Solveig Multimedia may keep this information for statistic and office purposes as well as for future contact with you.
- 9.2. You hereby declare that according to this agreement, you allow Solveig Multimedia to collect this information, or any other information concerning you which was obtained by Solveig Multimedia during normal business activity, and which may be deemed private in nature.
- 9.3. Solveig Multimedia will not redistribute or provide to any third party personally-identifiable information collected in this process, unless ordered to do so by an authorized third party, such as the court.

We, the undersigned hereby agree that by signing this document we have read and fully understand the terms of this agreement and agree to be bound by all terms, conditions, and obligations contained herein.

Copyright (c) 2004-2022 Solveig Multimedia. All rights reserved.