



Square Box Systems CatDV EULA Software License Agreement

Last updated April 2020

Definitions. Unless stated otherwise "you" (and "your") means the individual, organisation or other legal entity to whom this licence is granted; "we" (also "us", "our") means Square Box Systems Ltd., the copyright owner and licensor of the software; and "the software" or "our software" means the computer software application (or applications) this licence applies to together with any associated computer files and documentation, whether in physical or electronic form.

1. By downloading, installing, copying or using the software on any computer you agree to be bound by the terms of this licence agreement, which both grants you rights and imposes obligations upon you. If you disagree with any of the terms of this agreement then you must not install, copy and/or use the software. In consideration of you abiding by the terms of this licence agreement and/or paying the licence fee we grant you a non-exclusive, non-transferable, revocable licence to use the software on the terms of this licence agreement.

2. If you download or install a free of charge evaluation version of the software then you are permitted to use the software solely for evaluation purposes for a period of up to 30 days from the time you first install the software on any machine (or other period that may be explicitly granted by us to you). The sole purpose of this evaluation is to establish the correct installation of the software on your system and its suitability for your requirements. Certain features which are normally available may be disabled in evaluation or unregistered copies of the software, and the software may stop functioning altogether at the end of the evaluation period.

3. If you purchase a licence to use the software from us, or one of our authorised distributors or agents, then we will supply you with an official software registration code to enable you to use the software as set out in this licence agreement.

4. You acknowledge that we and/or our licensors retain title to the software and all intellectual property rights therein. You acknowledge that you have no right to have access to the software in source code form. The software and its constituent files and documentation are protected by copyright and you may not copy the software or any part of the software except as explicitly stated in this licence agreement. You are permitted to install the software on one or more computer system hard disks (the number of such copies being specified by your licence). You may also make additional copies of the software as reasonably required solely for backup purposes, and no other use may be made of backup licences.

5. Unless we explicitly grant you further licences, and except as provided below, any registration codes we may send you (whether by electronic or physical means, and whether together with or separately from the software) may be installed and used on

Commercial in Confidence

one computer only. You may transfer a licence and registration from one computer to another by clearing the registration details and removing the software from the old computer before installing it on the new one. If you are an individual and are the main user of more than one computer you may copy the software and install a single user registration code onto no more than two computers providing that: i) either they are at different physical sites (for example, one at your place of work and one at your home) or one is a fixed desktop computer and the other is a portable laptop computer, ii) you are the main user of both computers, and iii) you ensure that instances of the software are never simultaneously running on both machines and that the software is only used by you. You shall permit us or our authorised representatives reasonable access to your premises and records to verify your compliance with this licence agreement, at suitable times during business hours upon giving reasonable notice to you or your reseller.

6. Likewise, any registration keys or other codes that we supply to you for use with the software (whether for evaluation purposes or not) are confidential and personal to you. Any computer files created by the software and containing details of your registration key are confidential and may not be copied or revealed to anyone else. You agree to keep all such codes confidential and not make copies or permit their use other than under the conditions permitted by this agreement. If you intentionally reveal or allow these codes to be used by anyone who is not entitled to use them then you will be liable for any and all losses that we incur as a result.

7. You may install and use the software for your internal purposes only. Except as expressly permitted in this licence agreement or to the extent permitted by law you may not adapt, modify, merge, disassemble, decompile, reverse engineer, create derivative works from, rent, lease, resell, transfer or sub-license the software without our written agreement in advance and without imposing similar obligations to those contained in this licence on the recipient. We reserve all rights not explicitly granted to you in this licence.

8. If you install or use any third party software or libraries that may be distributed with our software but not forming part of it (including but not limited to "QuickTime" or "Mac Runtime for Java" from Apple Computer Inc., and "Java Runtime Environment" and "Swing" from Sun Microsystems Inc.) then you agree to be bound by the terms of any licence agreement(s) included with that third party software. You agree that (whether or not our software depends on said third party software to operate) we are providing said third party software purely as a convenience to users of our software and that we are not obliged, entitled, or able to grant or offer any additional rights, licences, warranties, or support in such third party software than if you had downloaded or obtained them from a third party source.

Commercial in Confidence

9. You agree that the internal workings of the software and any computer files provided as part of the software are confidential trade secrets. If you acquire knowledge about the internal workings of the software or any other related trade secrets you agree not to disclose, distribute, disseminate or publish any such information without our prior written agreement. You recognise that trade secrets and licence enforcement mechanisms are protected by law in many jurisdictions and infringement of these conditions (even for "personal" use) may be a criminal offence punishable by law. **WARNING:** Any attempts to circumvent or defeat any licence protection mechanisms in the software, or knowingly using a registration code which was not issued or authorised by us for your use, are expressly prohibited by this agreement and may constitute a serious criminal offence in many jurisdictions, punishable by unlimited fines and/or imprisonment.

10. We may terminate this licence at any time at our sole discretion by giving you notice in writing and pro rata refunding any licence fees that you have paid for the software. We may immediately terminate the licence agreement by giving you notice in writing if we believe you have breached any of the terms of this licence agreement and no refund will be due to you. You may terminate the licence agreement by deleting, destroying or returning all copies of the software in your possession and any registration codes that may have been issued to you and no refund will be due to you. Upon termination for any reason, all rights granted to you under this licence agreement shall cease and you must immediately delete, remove and/or return the software from all computer equipment and immediately destroy or return it to us (in the case of destruction, you may be required to certify such destruction to us). Any of your obligations under this licence agreement not to reveal or distribute confidential or copyright information, including but not limited to registration codes or trade secrets related to the internal workings of the software, shall survive termination of this license agreement.

11. We warrant to you that for a period of 30 days from the date we grant a license for the software it will materially conform to the CatDV manual. In the event that the software does not comply to the warranty set out in this clause we will, at our sole discretion, either: (i) correct the software so that it conforms with the warranty, or (ii) require you to cease using the software and we will provide a full refund of all charges paid for the software. You agree that the remedies set out in this clause are your sole and exclusive remedies for breach of the warranty.

12. This software is not designed to be fault tolerant and is not licensed for use in situations where malfunction could lead to death, personal injury, or environmental damage, including (but not limited to) nuclear facilities, air traffic control, aircraft navigation or communication systems, or medical life support machines.

Commercial in Confidence

13. We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, arising under or in connection with this licence agreement for: (i) loss of: profits, sales, business, revenue, anticipated savings, business opportunity, goodwill, reputation, data (ii) any special, indirect or consequential loss or damage and/or (iii) any business interruption. Other than the losses set out immediately above, our maximum aggregate liability under or in connection with this licence agreement whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise shall be limited to an amount equivalent to the licence fee paid in the previous 12 month period. Nothing in this licence agreement shall exclude our liability for death, personal injury, fraud, fraudulent misrepresentation or any other liability which cannot be excluded at law.

14. If we provide you with software which is labelled as "beta" then you recognise this is "pre-release" software which is provided solely for the purposes of evaluation and testing. You take full responsibility for making backup copies and safeguarding any files or data that may be damaged or destroyed through use of such software. Such software may not yet have been publicly announced and you agree not to disclose or discuss any details of the beta software to any third party, other than via discussion forums identified to you and provided by us for this specific purpose. You recognise that the capabilities provided by such software may vary without notice from release to release, and the software may be "time limited" and cease functioning altogether after a particular date.

15. This licence agreement supersedes any or all previous versions of the software licence. By downloading or installing new versions of the software or by continuing to use the software after you receive a copy of this new licence you agree to be bound by any new or altered terms in this licence.

16. Failure by us to take action against you, or to enforce our rights under this licence agreement shall not constitute a waiver of our rights.

17. If any provision of this licence agreement or portion thereof is found to be unenforceable by a competent authority, the remaining conditions of this licence agreement will remain in full force and effect.

18. Neither we nor you shall be in breach of this licence agreement or liable for any delay in performing (or failure to perform) any of its obligations under this licence agreement where such delay or failure arises from events beyond its reasonable control.

19. You consent to us referring to you as a user of the software in any of our marketing materials, and using your trademarks in connection with this reference. This may

Commercial in Confidence

include a summary of any work we have carried out on your behalf. In providing this information we will not disclose any confidential information about your business and we shall not use your trademarks for any other purposes

20. No variation of this licence agreement shall be effective unless it is in writing and signed by both parties, save that we may at our discretion update certain terms of this licence agreement from time to time, in the event that updates are made the updated terms and conditions will be notified to you or if you have not registered your details with us, will be published on the Square Box web site. The provisions of this licence agreement apply to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document) which you agree shall be deemed to be void.

21. This licence agreement contains the entire agreement between us and you with respect to the subject matter of this licence agreement (the "Subject Matter") and supersedes and replaces all other written and oral communications between us and you relating to the Subject Matter. Except for the express provisions in this licence agreement (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. We and you hereby confirm that neither we nor you have relied upon any representations, communications or other matters which have not been expressly stated in this licence agreement, whether as an inducement to enter into this licence agreement or otherwise. Notwithstanding any provision to the contrary, nothing in this licence agreement limits or excludes our or your liability for fraudulent misrepresentations.

22. We may subcontract, assign, novate or otherwise transfer our rights and obligations under this licence agreement to another organization, this will not affect your rights under the licence agreement. Otherwise, this licence agreement may not be assigned, novated or otherwise transferred..

23. Nothing in this licence agreement is intended to establish any partnership, agency or joint venture. We and you agree that we are each acting on our own behalf and not for the benefit of anyone else.

24. The rights and remedies in this licence agreement are in addition to, and not exclusive of, any rights or remedies at law.

25. This licence agreement is governed by English law and all claims and/or disputes arising from or connected to it shall be subject to the exclusive jurisdiction of the English courts.

26. You take full responsibility for making backup copies and safeguarding any files or data.

27. MPEG-2 Notice: To the extent that the SOFTWARE contains MPEG-2 encoding and/or decoding functionality, the following provision applies: ANY USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER 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, SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

28 H.264/AVC Notice: To the extent that the SOFTWARE contains H.264/AVC encoding and/or decoding functionality, the following provision applies: THE H.264/AVC FUNCTIONALITY IN THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO ONLY FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE H.264/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 AVC VIDEO THAT WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. INFORMATION REGARDING OTHER USES AND LICENSES MAY BE OBTAINED FROM MPEG LA L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

29. MPEG-4 Visual Standard Notice: To the extent that the SOFTWARE contains MPEG-4 encoding and/or decoding functionality, the following provision applies: THE MPEG-4 FUNCTIONALITY IN THIS PRODUCT IS LICENSED UNDER THE MPEG-4 VISUAL PATENT PORTFOLIO LICENSE ONLY FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (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. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION INCLUDING THAT RELATING TO PROMOTIONAL, INTERNAL AND COMMERCIAL USES AND ADDITIONAL LICENSING MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

30. By downloading, installing, copying or using the software on any computer you agree that you have read our privacy policy www.squarebox.com/privacy