

# NL Technology, LLC

## Software License and Maintenance Agreement

This Agreement between NL Technology, LLC (“NLT”) and the customer/licensee (referred to as “YOU” or “Licensee” or the “Customer”, as the case may be) listed on the end of this Agreement, is effective upon acceptance by NLT of this Agreement signed (or electronically accepted during product installation) by YOU. The terms of this Agreement cover all Software whether your order is placed now or in the future. Until this license is executed and accepted by NLT you are not authorized to use this software.

### 1. Definitions

- (a) **"Software"** means all software, in object code only, provided by NLT to YOU hereunder, together with all firmware, technology contained in circuit boards, and all NLT authorized updates, replacements or modifications provided to YOU. The Software includes software licensed to NLT from Avid Technology, Inc. ("Avid"), Microsoft Corp. (“Microsoft”), Sony Corp. (“SONY”), Intel Corporation ("Intel") and the MPEG LA.
- (b) **"Hardware"** means the camera, computer and/or other equipment provided by NLT hereunder.
- (c) **"System"** means an integrated hardware/software system furnished to Customer by NLT and comprised of Hardware and/or Software and related Documentation.
- (d) **"Documentation"** means the user manual, handbooks and other written materials relating to the System(s) which NLT provides to the Customer.
- (e) **"Dongle"** a hardware device (such as a USB device) that holds license keys provided by the manufacturer required to allow Software to be used by the Licensee.

### 2. Software License

- (a) NLT grants, and YOU accept, a perpetual, worldwide non-exclusive, non-transferable license, without the right to sublicense or rent (except as provided below), subject to the terms and conditions contained in this Agreement (i) to use the Software on and in connection with the Hardware and (ii) to use the Documentation, in each case for your internal purposes only. YOU will make no copies of the Software or Documentation, except that YOU may make one copy of the Software solely for backup purposes. Title to and ownership of the Software and the Documentation, including patents, copyrights, trademarks and proprietary rights applicable thereto, shall at all times remain solely and exclusively with NLT, except for included licensed technology for which title shall at all times remain with the licensor. YOU may rent the System to a third party provided (i) YOU remain responsible for all of your obligations hereunder; (ii) YOU ensure that each such third party complies with all obligations hereunder; (iii) YOU physically install

- the software and license on a physical computer, and (iv) upon request YOU notify NLT where the System is located.
- (b) Service Provider (Software as a Service (SAS) or Cloud based use). The Software Licensee grant does not permit the software's use to provide shared services to others, including but not limited to cloud services and software-as-a-service.
  - (c) YOU will take all reasonable steps to safeguard the Software and the Documentation and to ensure that no unauthorized persons have access to the Software or the Documentation, and that no persons authorized to have such access shall take any action which would be prohibited by this Agreement if taken by YOU. YOU will not, directly or indirectly, reverse engineer or reverse compile the Software, in whole or in part. YOU will include and will not alter or remove any copyright, patent, trade secret, proprietary and/or other legal notices contained on or in the System, including the Software or the Documentation. The existence of any such notices on or in the System shall not be construed as an admission that publication has occurred.
  - (d) U.S. GOVERNMENT RESTRICTED RIGHTS. The System was developed at private expense and with no government funds. If YOU are the U.S. Government or its contractor, use, duplication or disclosure by the government of the Software and Documentation and other technical data is subject to restrictions as set forth in subparagraph (c)(1) of FAR clause 52.227-19, COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS or, in the case of the Department of Defense or its contractor, subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013.
  - (e) This product is protected by certain intellectual property rights of Microsoft Corporation. Use or distribution of such technology outside of this product is prohibited without a license from Microsoft or an authorized Microsoft subsidiary.
  - (f) This product is protected by certain intellectual property rights of Avid Technology. Use or distribution of such technology outside of this product is prohibited without a license from Avid or an authorized Avid subsidiary.
  - (g) This product is protected by certain intellectual property rights of Sony. Use or distribution of such technology outside of this product is prohibited without a license from SONY or an authorized SONY subsidiary.
  - (h) This product is protected by certain intellectual property rights of the MPEG LA. Use or distribution of such technology outside of this product is prohibited without a license from MPEG LA.

**THIS PRODUCT IS LICENSED UNDER THE MPEG-4 VISUAL PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER FOR (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 AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED BY MPEG LA TO PROVIDE MPEG-4 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION INCLUDING THAT RELATING TO PROMOTIONAL, INTERNAL AND COMMERCIAL USES AND LICENSING MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com)**

### **3. Confidentiality**

YOU acknowledge that the Software and Documentation are proprietary and confidential property of NLT and/or its licensors, except for Windows Media software and documentation which is the proprietary and confidential property of Microsoft (collectively, "Confidential Information"). YOU will not disclose, provide or otherwise make available any such Confidential Information to any person other than your employees and/or consultants who need to have access thereto to carry out their duties and who are bound by appropriate confidentiality or nondisclosure agreements; provided that the foregoing obligations shall not apply to information that YOU can demonstrate (i) is generally available to the public, (ii) was independently developed by YOU without use of NLT Confidential Information, (iii) was received by YOU from a third party without obligations of confidentiality, (iv) was already in your possession at the time it was disclosed to YOU by NLT, or (v) is required to be closed pursuant to a subpoena or other legal requirement.

### **4. Warranty**

- (a) NLT acting on its own behalf only, shall extend a warranty at least as favorable to its Customers as the warranty extended to it by Microsoft, Avid and Sony. NLT further warrants that (i) it has the power and authority to enter into this Agreement, and to perform its obligations and grant YOU the rights granted hereunder (including, without limitation, all necessary rights from Microsoft, Avid and Sony), (ii) it will use commercially reasonable efforts to ensure that the Software does not contain any virus, malware, trap door, or other disabling or malicious code or device, and (iii) your exercise of your rights hereunder will not infringe, misappropriate or otherwise violate the rights of any third party. NLT shall perform and fulfill all the terms and conditions of each warranty. NLT shall indemnify Avid against all claims based on any warranty extended by NLT which is more favorable than that offered by Avid.

- (b) Notwithstanding the above, no warranty shall apply to Software which is designated as "limited release" or "pre-release" or otherwise as not being subject to warranty. All such Hardware and Software is provided "AS IS" AND WITH ALL FAULTS.
- (c) EXCEPT AS STATED ABOVE, NLT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SYSTEM(S) OR ANY COMPONENT PARTS THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **5. Limitation of Liability**

THE MAXIMUM LIABILITY OF NLT OR OF AVID OR OF MICROSOFT OR OF SONY OR OF MPEG LA ARISING OUT OF THE SALE/LICENSE OF THE SYSTEM(S) OR THE USE THEREOF OR THE PROVISION OF MAINTENANCE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF THE ACTUAL PAYMENTS RECEIVED BY NLT THEREFOR FROM THE CUSTOMER.

## **6. Exclusion of Damages**

IN NO EVENT SHALL YOU, NLT, AVID, SONY OR MICROSOFT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, ECONOMIC OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR LOSS OF USE DAMAGES (INCLUDING WITHOUT LIMITATION "DOWNTIME"), ARISING HEREUNDER OR FROM THE SALE OF SYSTEM(S) OR THE LICENSE OF THE SOFTWARE AND DOCUMENTATION OR THE USE OF ANY OF THEM OR THE PROVISION OF MAINTENANCE.

## **7. Default and Termination**

If YOU fail to perform any of your material obligations hereunder, NLT will offer YOU 30 days' opportunity to cure such nonperformance. Upon the expiration of such period without the nonperformance being cured, NLT may by immediate written notice terminate this Agreement, including the license of the Software and the Documentation. Termination shall be in addition to any other rights and remedies NLT may have. Within seven days of any such termination of this Agreement by NLT, YOU will return to NLT the electronics containing the Software, and the Documentation, and any copies of either of them that are in your possession, custody or control.

## **8. General**

- (a) This Agreement may be superseded by a separate agreement between NLT and the Licensee.
- (b) Neither this Agreement nor your rights (including the license) hereunder may be assigned by YOU, except to a third party which shall have agreed in writing with NLT prior to the assignment to be bound by your obligations to NLT.
- (c) The remedies contained herein are cumulative and in addition to any other remedies at law or in equity that may be available to NLT. NLT's failure to enforce, or waiver of a breach of, any provision hereof shall not constitute a waiver of any other breach of such provision, either having occurred in the past or yet to occur. YOU acknowledge that a breach by YOU of Section 2 or 3 of this Agreement would constitute irreparable harm to NLT and/or Avid and/or Microsoft for which a remedy at law would be inadequate and therefore consent to being enjoined from any such breach without requiring NLT and/or Avid and/or Microsoft to post a bond.
- (d) Neither party shall be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, labor disputes, failure or delay of transportation or telecommunications, or by vendors or subcontractors, or any other similar cause or causes beyond its reasonable control.
- (e) The terms and conditions of this Agreement will be held as confidential by both Parties hereto, provided, however, that either party may cite that YOU are a user of the System(s); subject to the written approval of the other party in each case.
- (f) If any portion of this Agreement should be declared illegal, unenforceable or invalid, such provision shall, if practicable, be severed from this agreement and the rest of this agreement shall be enforced as if the objectionable provision were not contained in the Agreement.
- (g) This Agreement shall be governed by the laws of The Commonwealth of Massachusetts without regard to conflict of laws rules that would cause the laws of any other jurisdiction to apply.

## **9. Maintenance Services**

- (a) In consideration of your payment of the Maintenance Fees, NLT agrees to perform the maintenance services specified in the Purchase Agreement as part of its maintenance and support services for Software licensed hereunder as further described in this Section 9 ("Maintenance Services").
- (b) NLT shall correct, repair, replace, or adjust the Software to operate without error and in accordance with the applicable Software specifications, documentation, and any other descriptions and/or materials provided to you. NLT shall provide you with all revisions, updates, improvements, modifications and enhancements

to the Software which are produced and generally made available by NLT (“Enhancements”). For purposes of this Agreement, an Enhancement once incorporated into any Software shall be considered a part thereof for all purposes hereunder.

- (c) NLT shall provide telephone and email access to NLT personnel for questions and support service requests (“Telephone and Email Support”), during NLTs normal business hours, Monday through Friday 8AM (UTC-5) through 5PM (UTC-5) excluding holidays observed by the local banking, the security industries, local and state government (Basic Period).
- (d) NLT shall respond by telephone or email to all requests for Maintenance Services made to Telephone and Email Support during the Basic Period within four (4) hours of your initial request for service. If NLT fails to correct any reported error, then you shall, at your sole discretion and option, have the right to terminate this Agreement and shall be entitled to a pro-rata refund of all unused Maintenance Fees paid.
- (e) Software updates and or Enhancements provided by NLT may not be installed by the Customer unless a valid Maintenance or Support Contract is in place for each instance of the Software product in use, where the Software update will be applied.

## 10. License Dongles

Replacement of lost Dongles – Once a Dongle has been received by the Licensee they are fully responsible for this asset. Licensee accepts that replacement of any Dongle is the full responsibility of the Licensee and that the replacement value is the current list price of the product licensed by that Dongle.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be duly executed as of the dates below:

**Customer/Licensee ACCEPTED:**

**NLT ACCEPTED:**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name (Please Print)*

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*Name (Please Print)*

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*Title*

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*Title*

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*Date*

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