

# VHD™ USB Camera

## Software license agreement

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IMPORTANT- READ CAREFULLY: This software license agreement (this “**Agreement**”) is a legal agreement between you (either an individual or a single entity for whom you have authority to act) and ValueHD Corporation. and its affiliated corporations (“**VHD**”) and VHD’s third party licensors (“**Licensors**”) by which the Software (defined below) that operates and updates the camera which is part of the Nureva® conferencing systems (the “**Product**”) is licensed to you. By installing or using the Product or the Software, you have signified your acceptance of the provisions of this Agreement and your agreement to be bound by them. If you do not accept and agree to all the provisions of this Agreement, promptly return this Product unused, including all related items, for full credit.

1. Definitions and Interpretation: For the purpose of this Agreement:

- a. “**Software**” means collectively the firmware program and associated files in object code form only that are provided to you with the Product pursuant to this Agreement to setup, configure, operate, monitor and manage the camera (referred to in this Agreement as the “**Firmware**”);
- b. Any reference to gender includes all genders;
- c. Any reference to a plural includes the singular and vice versa.

2. Grant of License: VHD grants to you the following rights provided that you comply with all of the provisions of this Agreement. You are granted a limited, non-exclusive, non-transferable (except as expressly provided under section 6 of this Agreement) license to use the Firmware with a single Product, (the “**License**”).

3. Reservation of Rights and Ownership: VHD and its licensors retain all right, title and interest in the Software and all copies thereof, including all copyright, and other intellectual property rights. VHD and its Licensors reserve all rights not expressly granted to you in this Agreement. The Software is licensed to you and not sold.

4. Limitations on End User Rights: You agree that only VHD has the right to enhance, or otherwise modify, the Software. You have no rights to any source code for the Software. You agree not to, or cause or permit, directly or indirectly, the modification, disassembly, recompilation, or reverse engineering of the Software or any part thereof, or otherwise gain or attempt to gain access to the source code of the Software. You agree not to create derivative works or cause or permit others, directly or indirectly, to create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated. Under no circumstances shall you sell, license, sub-license, publish, display, distribute, rent, lease, assign, or otherwise transfer to a third party the Software or any copy of it, in whole or in part. The provisions of this section are subject to sections 5 and 6 of this Agreement.

5. Third Party Acknowledgements: The Product may be distributed with, and portions of the Software may utilize or include, third-party software and other copyrighted material. Licensing terms, conditions, acknowledgements, disclaimers, waivers and other provisions for such third-party software and material

are contained in the Intellectual Property Statement found at <https://files.nureva.com/ip-reports/CV30%20Camera%20Kit.html> and your use of such software and material is governed by their respective terms.

6. Software Transfer: If you transfer the Product on which or with which the Software is used, you may transfer the License to the end user of the Product provided that the end user agrees to be bound by the provisions of this Agreement. Any other transfer is void and automatically terminates this License.

7. Updates: VHD and its Licensors have no obligation to provide updates, bug fixes or error corrections (collectively, “**Updates**”) to the Software. If VHD provides an Update, such Update may change or delete the nature or features of the Software, including features that you rely on. You understand and acknowledge that such Updates may happen automatically or without user action or intervention. You consent to the Updates provided by VHD. Any Updates shall be deemed to be and shall constitute part of the Software and the terms of this Agreement shall apply to the any and all such Updates.

8. Disclaimer of Warranty: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SOFTWARE IS AT YOUR OWN RISK. THE SOFTWARE IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. VHD AND ITS LICENSORS EXPRESSLY DISCLAIM AND MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM OR USAGE OR OTHERWISE AS TO THE SOFTWARE OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, QUIET ENJOYMENT, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. VHD AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THE FUNCTIONS PROVIDED BY THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE FREE FROM ERRORS OR DEFECTS, EFFECTIVE OR CORRECT. FURTHERMORE, VHD AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS FREEDOM FROM ERROR OF DEFECT, EFFECTIVENESS, CORRECTNESS, ACCURACY, RELIABILITY, PERFORMANCE OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VHD OR ITS LICENSORS OR THEIR AUTHORIZED OR PURPORTED REPRESENTATIVES SHALL CREATE A WARRANTY. VHD AND ITS LICENSORS DO NOT WARRANT THAT ANY DEVICE, SOFTWARE OR DATA WILL NOT BE DAMAGED BY THE SOFTWARE.

9. Limitation of Liability: VHD, ITS LICENSORS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WARRANTY, BREACH OF CONTRACT, BREACH OF STATUTE, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THIS SOFTWARE. VHD, ITS LICENSORS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE SOFTWARE OR ANY ASSOCIATED HARDWARE OR DEVICE, DOWN TIME AND USER’S DOWNTIME, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY CLAIM OR DEMAND AGAINST YOU OR THEM BY ANY OTHER PARTY, EVEN IF ANY OF VHD, ITS LICENSORS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VHD OR ITS LICENSORS’ OR THEIR RESPECTIVE DIRECTORS’, OFFICERS’ OR EMPLOYEES’ AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT BE GREATER THAN FIFTY CANADIAN DOLLARS (CAD\$50). YOU ACKNOWLEDGE THAT THESE LIMITATIONS ARE

REASONABLE, AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Indemnification: You agree to defend, indemnify and hold VHD and its Licensors harmless from and against any claim or liability, including reasonable attorneys' fees, that arise or result from your use of the Software or your breach of any provisions of this Agreement or both.

11. U.S. Government End Users: The Software is licensed only with "restricted rights" and as "commercial items" consisting of "commercial software" and "commercial software documentation" with only those rights as are granted to all other end users pursuant to the provisions of this Agreement.

12. Termination: Your rights under this Agreement, including the License granted hereby, are effective until terminated. Your rights under this Agreement and the License will terminate automatically without notice from VHD if you fail to comply or breach any of the provisions of this Agreement. Upon termination of your rights under this Agreement and the License you must cease to use the Software and the Product immediately. The rights of VHD and its Licensors under this Agreement shall survive the termination of your rights under this Agreement.

13. Export Restrictions: You acknowledge that the Product and the Software may be subject to export restrictions of various countries. It is your obligation to ascertain and comply with those restrictions.

14. Third Party Beneficiary: For all purposes of this Agreement, each of the Licensors shall be expressly deemed an intended third-party beneficiary of this Agreement and shall have the right to enforce the provision of this Agreement against you.

15. Entire Agreement: This Agreement sets out the entire agreement between you and Nureva relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any subject addressed by this Agreement.

16. Severability: If for any reason a court of competent jurisdiction finds that any provision of this Agreement, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to reflect the intent of the parties as reflected by that provision, and the remainder of the Agreement shall continue in full force and effect.

17. Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the Province of Alberta, Canada, without regard to its conflict of laws provisions. You hereby attorn to the jurisdiction of the Courts of Alberta and agree that any claim or dispute you may have against VHD must be resolved by a court having jurisdiction in Calgary, Alberta, Canada. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

18. Acknowledgment: YOU ACKNOWLEDGE THAT HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS PROVISIONS.