# **Software License Agreement**

"Software" is defined as the RtVision computer program with which this Software License Agreement ("Agreement") is included and any updates or maintenance releases thereto. The use by you of any services or content accessible through the RtVision Software may be subject to your acceptance of separate agreements with RtVision or third parties. Do not use the RtVision Software until you have carefully read the following Agreement. This Agreement sets forth the terms and conditions for licensing of the RtVision Software from RtVision to you ("you" or "Licensee"), and installing and using the RtVision Software indicates that you have read and understand this Agreement and accept its terms and conditions.

## **License and Restrictions**

### **License Grant for Software**

Subject to the terms and conditions of this Agreement, you are granted a limited non-transferable, non-exclusive license to use a copy of the enclosed Software. You may make one (1) backup copy of the Software for your own use. The term "Software" also includes any documentation, revisions, user upgrades, modified versions or updates of the Software. RtVision owns all copyright, trade secret, patent and other proprietary rights in the Software product.

If the software is licensed for "concurrent use", you may not allow more than the maximum number of authorized users to use the Software concurrently. The number of concurrent users is defined as the maximum number of users or devices accessing the Designated System at any given point in time.

#### TO USE THE SOFTWARE

#### Restrictions

You agree not to: (1) make additional copies of the Software except as provided above; (2) enable others to use your registration code(s) or serial numbers (of any); (3) give copies to another person who has not purchased a license for the Software from RtVision; (4) install the Software on computers used by individuals who have not purchased the appropriate licenses for the Software from RtVision; (5) duplicate the Software by any other means including electronic transmission; or (6) copy the printed materials or user documentation accompanying the Software, if any. The Software in its entirety is protected by copyright laws. The Software also contains the trade secrets of RtVision and third parties, and you may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to human-perceivable form or disclose such trade secrets. You may not attempt to modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or network the Software, Disk(s), or related materials or create derivative works based upon the Software or any part thereof.

Your license confers no title to, or ownership in, the Software and is not a sale of any rights in the Software.

#### **Termination**

This Agreement may be terminated by RtVision immediately and without notice if you fail to comply with any term or condition of this Agreement. Upon such termination, you must immediately destroy all complete and partial copies of the RtVision Software, including all backup copies. RtVision shall have the right to change or add to the terms of this Agreement at any time, and to change, discontinue or impose conditions on any aspect of the RtVision Software. Such changes shall be effective upon notification by any means reasonable to give you actual or constructive notice, or upon posting such terms in the RtVision Software, and your continued use of the RtVision Software will indicate your agreement to any such change.

#### **Disclaimer of Warranties**

EXCEPT AS PROVIDED ABOVE, THE RTVISION SOFTWARE, DISK(S), RELATED MATERIALS, CONTENT, AND/OR RELATED SERVICES ARE PROVIDED "AS-IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RTVISION AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS ("REPRESENTATIVES") DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

REGARDING THE RTVISION SOFTWARE, DISK(S), RELATED MATERIALS, CONTENT AND ANY SERVICES, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, OR THEIR NONINFRINGEMENT. RTVISION DOES NOT WARRANT THAT THE RTVISION SOFTWARE IS SECURE, OR IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER PROGRAM LIMITATIONS, INCLUDING BUT NOT LIMITED TO ACCURATE OR UPDATED THIRD-PARTY CONTENT, NOR DOES RTVISION WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE THROUGH THE RTVISION SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT YOU MUST: (A) PROVIDE YOUR OWN ACCESS TO THE WORLD WIDE WEB AND PAY ANY SERVICE FEES ASSOCIATED WITH SUCH ACCESS, AND (B) PROVIDE ALL EQUIPMENT NECESSARY FOR YOU TO MAKE SUCH CONNECTION TO THE WORLD WIDE WEB, INCLUDING A COMPUTER AND A MODEM.

#### **Limitation of Liability and Damages**

THE ENTIRE LIABILITY OF RTVISION FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE RTVISION SOFTWARE LICENSED FROM RTVISION OR ITS AUTHORIZED RESELLER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RTVISION AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF RTVISION OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, RTVISION AND ITS REPRESENTATIVES' TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE RTVISION SOFTWARE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You agree not to hold RtVision liable for any loss or damage of any sort incurred as a result of any such dealings with any services provided by a third party. Your access may be limited from time to time, depending on the service provided by your internet service provider or other third party. You may be billed for these Online Services by a third party, not RtVision, and such third party may have its own service agreement which will govern the Online Services it provides. You agree to be responsible for all telephone charges associated with your Internet and online service usage. You may be required to register with RtVision or a third party in order to use Online Services. Your use of Online Services may be subject to additional terms and conditions. All Online Services are subject to change.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between RtVision and you. RtVision would not be able to have provided this product or services without such limitations.

## **Required Operating Environment**

It is licensee's responsibility to confirm to RtVision's stated hardware and operating system requirements as set forth in the user documentation. Customer shall be solely responsible for hardware maintenance, adjustments and repairs.

#### **U.S.** Government

The RtVision Software is a "commercial item," as that term is defined in DFARS 252.227-7013 (Oct 1988), DFARS 252.211-7015 (May 1991), or DFARS 252.227-7014 (June 1995), as a commercial item as defined in FAR 2.101(a) or as "Restricted computer software" as defined in FAR52.227-19 (June 1987) or any equivalent agency regulation or contract clause, whichever is applicable. All U.S. Government End Users acquire the RtVision Software (or Licensed Product) with only those rights set forth herein. RTVISION Inc., P.O. Box 412, Pierz, MN 56364

#### **Export Restrictions**

You acknowledge and agree that the RtVision Software is subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations ("the Acts"). You agree and certify that neither the RtVision Software nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You may not export or re-export the Software or any copy or adaptation into any country in violation of any applicable laws or regulations.

#### **General Provisions**

This Agreement sets forth RtVision's and its Representatives' entire liability and your exclusive remedy with respect to the RtVision Software. You acknowledge that this Agreement is a complete statement of the agreement between you and RtVision, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding the RtVision Software or any related services. This Agreement does not limit any rights that RtVision may have under trade secret, copyright, patent, trademark or other laws. The Representatives of RtVision are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on RtVision, other than in writing signed by an officer of RtVision. Accordingly, such additional statements are not binding on RtVision and you should not rely upon such statements. If any provision of this Agreement is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. No delay or failure on the part of RtVision in the exercise of any right granted under this Agreement, or available at law or in equity, shall be construed as a waiver of such right. The validity and performance of this Agreement shall be governed by Minnesota law (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. You agree to submit to the jurisdiction of the federal and state courts of Minnesota and waive any objection to venue in such courts.

All other product names, company names, trademarks, and service marks are the property of their respective owners and should be treated as such. Some names, company names, and data used in examples and in help content may be fictitious and are used for illustration purposes only. Any resemblance to a real person or company is purely coincidental.

Copyright © 2015 RtVision, Inc. All rights reserved. http://www.rtvision.com