

STREAMTIME LICENSE AGREEMENT

© STREAMTIME SOFTWARE LIMITED - updated May 2018

STREAMTIME SOFTWARE LIMITED, ("SSL")
Unit 15B
Harewood On The Park
337 Harewood Road
Christchurch
New Zealand
accounts@streamtime.net

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING STREAMTIME. THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT") GOVERN YOUR USE OF STREAMTIME UNLESS YOU AND STREAMTIME SOFTWARE LIMITED ("SSL") HAVE EXECUTED A SEPARATE AGREEMENT. CLICKING "I AGREE", OR USING STREAMTIME, CONSTITUTES YOUR LEGALLY BINDING SIGNATURE.

BY SUBMITTING THIS AGREEMENT YOU CERTIFY THAT: YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT; ALL INFORMATION SUBMITTED BY YOU RELATED TO THIS AGREEMENT AND YOUR STREAMTIME APPLICATION IS ACCURATE, COMPLETE, TRUE, AND NOT MISLEADING. IF YOU ARE AN EMPLOYEE OR CONSULTANT OR CONTRACTOR TO AN ENTITY THAT WILL USE STREAMTIME, YOUR AGREEMENT TO THESE TERMS WILL BE DEEMED TO BE THE AGREEMENT OF THAT ENTITY AND YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE STREAMTIME IN ANY MANNER.

THIS AGREEMENT IS MADE BY AND BETWEEN STREAMTIME SOFTWARE LIMITED ("SSL") AND THE PERSON OR ENTITY LISTED IN THE STREAMTIME LICENSING DETAILS ("YOU", "YOUR" OR "COMPANY") SUBMITTED IN CONJUNCTION WITH THIS AGREEMENT. STREAMTIME SOFTWARE LIMITED IS REFERRED TO AS "SSL" AND YOU ARE REFERRED TO AS "LICENSEE"

STREAMTIME LICENSE AGREEMENT - Terms and Conditions

1. License.

- (a) Software. For purposes of this Agreement "Software" means the Streamtime software.
- (b) License Grant.

Upon payment of all applicable fees and subject to the terms of this Agreement, SSL grants to Licensee a non-exclusive, non-transferable license during the term to make exact object code copies of the Software in the License Count quantity indicated inside the Software, and use and install each such copy of the Software on a single computer owned or leased by Licensee.

Licensee may only use the Software during the term of this Agreement, and all use of the Software must cease on the Expiry Date, unless the agreement is renewed in accordance with Section 4(a)(3) or Section 4(b).

SSL will provide Licensee with a unique License Key, and such License Key must be kept confidential and used solely for the purpose of enabling Licensee to use the Software in accordance with the terms and conditions of this Agreement. Licensee shall be solely responsible for all expenses incurred in the copying and installation of the Software by Licensee.

(c) Ownership.

Licensee owns the media on which the Software is recorded, but Licensee acknowledges that SSL and its licensors retain ownership of the Software itself.

(d) User License Agreement.

The terms and conditions stated in this license agreement will govern the use of each respective copy of the Software used.

(e) Education.

If the Software is licensed at an education discount, then the Software may only be used by enrolled students, faculty, teachers and administrators at an accredited educational institution (or equivalent) or higher education institution organized and operated exclusively for the purpose of teaching its students.

2. Restrictions

(a) General Restrictions. Licensee acknowledges that the Software contains trade secrets and to protect them, Licensee may not decompile, reverse engineer, disassemble or otherwise reduce the Software to any human perceivable form except as permitted under applicable law. Licensee may not modify, sell, rent, lease, loan, distribute (except as expressly permitted by this License), or create derivative works based upon the Software in whole or in part.

(b) Notices.

Licensee shall: (i) not remove any copyright notices or proprietary legends from the Software; (ii) reproduce on all copies of the Software the copyright notice and any other proprietary legends that were on the original copy of the Software; (iii) not disclose the unique License Key to anyone except as required to use the Software as permitted under this Agreement; and (iv) take reasonable steps to ensure that each user of the Software is aware of and complies with the terms and conditions of this Agreement.

(c) Restricted Uses.

THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATIONS SYSTEMS, OR AIR TRAFFIC CONTROL OR SIMILAR ACTIVITIES IN WHICH CASE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

(d) No Transfer or Assignment.

LICENSEE MAY NOT TRANSFER OR ASSIGN ANY PORTION OF THIS AGREEMENT TO ANOTHER PARTY WITHOUT SSL'S PRIOR WRITTEN CONSENT.

3. Maintenance Software

(a) Definitions.

(i) "Maintenance Software" includes both Upgrades and Updates to the Streamtime product only. It does not include upgrades or updates to any third party software including FileMaker Pro and FileMaker Pro Server unless this is specifically stated in writing at the time of purchase.

(ii) "Upgrade" means an improvement to an existing product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left or right of the decimal point in the product version number (e.g., an upgrade from Streamtime 10.0 to 11.0, or an upgrade from version 10.0 to 10.5).

(iii) "Update" means bug fix updates containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards. Updates are identified by a change in the number to the right of the "v" (e.g., Streamtime 10.0v5).

(b) Maintenance License.

As part of this Agreement, Licensee's rights to use the Software will extend to the Maintenance Software that is commercially released during the term of this Agreement. SSL will provide or make available to Licensee a master copy of such Maintenance Software commercially released during the term of this Agreement. "Maintenance Software", "Upgrades" and "Updates" are available free of charge to Subscription and Pipeline Licensees, and are available at a charge to all other Licensees.

(c) Restrictions and Disclaimers.

Licensee's rights to Maintenance Software does not grant Licensee the right to acquire products bearing different names or special versions of the Maintenance Software created for certain customers or market segments, even though they may contain similar features or perform similar functions. From time to time products will be offered in the retail or other channels in different configurations as special promotions, which will not be made available as Maintenance Software, except in SSL's sole discretion. MAINTENANCE SOFTWARE WILL BE DEVELOPED AND RELEASED BY SSL AND ITS LICENSORS IN THEIR SOLE DISCRETION. SSL AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THEY WILL DEVELOP OR RELEASE ANY MAINTENANCE SOFTWARE DURING THE TERM OF THIS AGREEMENT. SSL AND ITS LICENSORS DO NOT WARRANT THAT THE MAINTENANCE SOFTWARE WILL BE PROVIDED TO LICENSEE OR MADE AVAILABLE WITHIN ANY SPECIFIED TIME PERIOD FOLLOWING THE COMMERCIAL RELEASE OF SUCH MAINTENANCE SOFTWARE.

4. Term & Termination.

(a) Initial Term. This Agreement will commence on the contract date specified in your order ("Contract Date") and the initial term of this Agreement ("Initial Term") will end on the expiry date specified in your order ("Expiry Date").

(b) Renewal Term(s).

Following the Initial Term or any subsequent term, the Agreement will automatically be renewed for a further term of equal length to the most recent term unless prior to the expiry of the said most recent term the

Licensee gives electronic notice to terminate the Agreement in accordance with SSL's termination procedure in force at the relevant time. Unless the Licensee gives such notice in compliance with SSL's termination procedure prior to expiry of the said most recent term, the Licensee must pay SSL's license fees for renewal of the Agreement. SSL will confirm such renewal by allowing continued use of the software. Streamtime's home screen states the new Expiry Date. Prior to the expiry of any term, the Licensee may also request that the duration for the renewed term of the Agreement be varied to such longer or shorter period as is permitted in SSL's renewal policy in force at the time of expiry of the then most recent term.

(c) Breach.

If any breach of this Agreement by Licensee continues for more than ten (10) days after receipt of written notice of such breach by SSL, SSL may terminate this Agreement by written notice to Licensee, whereupon this Agreement and all rights granted to Licensee herein shall immediately cease and the Streamtime software solution will be de activated. Breach of this Agreement includes, but is not limited to, Licensee's failure to pay any license fees when due.

(d) Effect of Termination.

Upon expiry or termination of this Agreement for any reason, all licenses under this Agreement are immediately terminated, and Licensee will cease all use, installation and copying of the Software. Any fees (including pre-paid fees) paid to SSL under this Agreement are non-refundable upon expiry or termination of this Agreement, and the Licensee shall remain liable to pay to SSL any additional fees that the Licensee had become liable to pay prior to the said expiry or termination.

(e) Survival.

Sections 1(b), 2, 4, 5, 6, 7 and 11 shall survive expiry or termination of this Agreement.

5. Limited Warranty.

SSL warrants for a period of ninety (90) days from the Contract Date that the Software as provided by SSL will substantially conform to the published specifications for the Software available from SSL. SSL's entire liability and Licensee's sole and exclusive remedy for any breach of the foregoing limited warranty will be, at SSL's option, replacement of the media, or repair or replacement of the Software. No refunds are available. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY SSL AND SSL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. SSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE AND/OR THE PROVISION OF ANY RELATED SERVICES BY SSL AND/OR ITS AGENTS OR CONTRACTORS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, SSL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SSL, OR AN AUTHORIZED REPRESENTATIVE OF SSL SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE.

IN EACH AND ANY CASE, SSL'S AND SSL AND ITS LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

6. Limitation of Remedies and Damages.

UNDER NO CIRCUMSTANCES, (INCLUDING WITHOUT LIMITATION NEGLIGENCE), SHALL SSL, OR ITS LICENSORS AND CONTRACTORS (1) BE RESPONSIBLE TO YOU FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SOFTWARE AND/OR OUR SERVICES, INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE AND/OR OUR SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF OUR SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF OUR SERVICES FOR ANY REASON, INCLUDING WITHOUT LIMITATION AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE AND/OR OUR SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA AND/OR (2) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA) THAT RESULT FROM ANY BREACH OF CONTRACT BY SSL AND/OR THE USE OR INABILITY TO USE THE SOFTWARE AND/OR THE PROVISION OF ANY SERVICES BY SSL, AND ALL THE ABOVE LIMITATIONS APPLY EVEN IF SSL, ITS LICENSORS OR AN AUTHORIZED REPRESENTATIVE OF SSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO LICENSEE. In no event shall SSL's or its licensors' total liability for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid under this Agreement. The parties agree that this limitation of remedies and damages provision shall be enforced independently of and survive the failure of essential purpose of any warranty remedy. THE ABOVE LIMITATION WILL NOT APPLY IN CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

7. Audit.

No more than once per year and during ordinary business hours (after giving reasonable advance notice) SSL, or at either party's option, an independent third party reasonably acceptable to both parties, may audit Licensee and its records relating to its payment obligations under this Agreement for the purpose of confirming Licensee's compliance with this Agreement. At SSL's request, Licensee will provide a knowledgeable employee to assist in such audit. If such audit reveals that Licensee has underpaid amounts owing to SSL under this Agreement, Licensee will promptly pay SSL such past due amounts. If the amount which Licensee has underpaid in any period exceeds ten percent (10%) or more of the amounts actually owed to SSL for such period, Licensee will promptly reimburse SSL for the direct out-of-pocket expenses incurred in conducting such audit.

8. Support.

SSL will provide Licensee technical support services via telephone or email for Licensee's use of the Software under this Agreement. The Licensee on Pipeline or Subscription will not be billed for this support while other Licensee's are charged at the hourly support rate listed on the website www.streamtime.net

The targeted response time is dependant upon severity of problem:

- High - 6 working hours. Defined as being unable to invoice or access billing.
- Medium - 1 working day. Defined as being unable to raise jobs, view projects or use timesheets.
- Normal - 2 working days. Other issues

The time lines above are when SSL will commence work on the issue. If the problem cannot be resolved within the time line stated due to complexity you will be given an estimated time / date of resolution.

SSL reserves the right to limit each telephone call to half an hour and to limit each call to one incident, which is defined as a single support issue or question. SSL may also limit or terminate support service to a customer who uses the service in an irregular, excessive, abusive or fraudulent manner.

Worldwide Support is limited to the term of subscription and is available between 11pm Sunday and 5.00pm Friday GMT. Service availability may occasionally deviate from stated hours due to downtime for systems and server maintenance and observed public holidays. SSL cannot guarantee that you will not experience some delay in having one of our technical support consultants answer your query - as call volumes fluctuate so too will response time –SSL does however aim to respond to all calls within six working hours.

Licensee may order additional training services currently offered by SSL during the term of this Agreement, the cost of such training is published on the www.streamtime.net website. Support is provided in respect of the following Streamtime product areas: installation, upgrade assistance, basic usability and basic functionality, as described in the Streamtime product documentation.

Software upgrades of Streamtime requires the system to be shut down and can be performed by the end user. Alternatively the Streamtime file can be sent to SSL to perform the upgrade. The updates are applied and the system sent back. The turnaround time for the upgrade will be agreed with you in advance. Software upgrades of the underlying database platform (FileMaker Pro and FileMaker Pro Server), or other third party software products deployed within Streamtime are not included unless agreed in writing at the time of purchase.

The Support Services to be provided by SSL exclude the following:

- (a) The correction of errors or defects in the Software caused by operation of the Software in a manner other than that specified or intended by SSL;
- (b) The correction of errors or defects in the Software caused by any modification, revision, variation, translation, or alteration of the Software not authorized by SSL;
- (c) The correction of errors or defects in the Software caused by the use of computer programs not approved by SSL;
- (d) The correction of errors or defects in the Software caused by the failure of you to provide suitably qualified and adequately trained staff for the operation of the Software;

(e) The rectification of defects or errors in the Software caused by a fault in the equipment on which the Software operates;

(f) The correction of connectivity issues caused by third-party services, service providers, hardware or software (including FileMaker Pro), or networking problems.

(g) Inquiries on application consulting or training.

(h) Backup or maintenance of server or client computers or software running the Streamtime software.

(i) The correction of defects or errors in the Software arising directly or indirectly out of your failure to comply with this Agreement, or any other agreement between the parties relating to the Software; or

(j) On-site support at your premises.

(k) Streamtimer Widget, iPhone and Web Application support – these items are self install and paid support is available separately via a third party. Further details on how to obtain this support and pricing for this support can be found in the Streamtime Knowledgebase on the www.streamtime.net website.

9. Hosting Services

If SSL agrees to provide hosting services to you in connection with the use of the Software, the following terms of service shall apply (in addition to SSL's general terms of service).

SSL may change, discontinue, or deprecate any of its hosting services or change or remove features or functionality of the hosting services at any time and from time to time. SSL will notify you of any material change to or discontinuation of the hosting services.

SSL may use third party hosting service providers to provide hosting services to you, and may from time to time change which third parties it use. You agree to abide by any terms of service specified by the actual third party that provides hosting services in connection with your use of the Software where those terms of service apply to you. You must compensate SSL for any loss SSL suffers in connection with any breach by you of any such terms of service. You must give SSL the benefit of any limitations that are set out in such terms of service that are applicable to the provision of hosting services to you.

You are responsible for maintaining the security of your account and password. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have their own logins under your account). You may not use any SSL services for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).

10. Export Law Assurances.

You may not use or otherwise export or reexport the Software except as authorized by New Zealand and United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Software you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

11. Government End Users.

All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252-227-7013 (OCT 1988), as applicable.

12. General Terms.

This Licence shall be governed by and construed under the laws of New Zealand regardless of conflict of law principles and any proceedings arising out of or in connection with this Licence may be brought in any court of competent jurisdiction in New Zealand. You agree to submit to the exclusive jurisdiction of the New Zealand Courts. This License constitutes the entire agreement between the parties with respect to the Software licensed under these terms, and it supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter. Licensee acknowledges and agrees that it has not relied on any representations made by SSL, however, nothing in this License shall limit or exclude liability for any representation made fraudulently. No amendment to or modification of this License will be binding unless in writing and signed by SSL. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. No failure or delay by SSL in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of SSL shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy.

13. Arrears

If a Licensee is in arrears to SSL for services rendered including but not limited to training, support, Pipeline or subscription, SSL reserve the right to terminate services until such time as payment is made.

14. Terms and Conditions

SSL reserve the right to amend or change these terms and conditions at anytime. Changes will be posted to our website www.streamtime.net/media/terms.pdf and shall be deemed to be sufficient notice to you of the changes to these terms.

15. Activation

Streamtime software is activated via the internet at a frequency equal to the Licensee's payment frequency. It is the Licensee's responsibility to provide an open internet connection during this activation. Activation frequency is displayed on the home screen of Streamtime. Activation is required to allow continued use of the software.

EXHIBIT A
STREAMTIME LICENSE AGREEMENT - Required Termination Notice

Following expiry or termination of this Agreement for any reason, Licensee must submit the following notice to STREAMTIME SOFTWARE Limited on Licensee's letterhead. If this notice is not received prior to the Expiry Date, then Streamtime will invoice Licensee for the license renewal fees and Licensee is obligated to continue paying the license renewal fees for the next renewal period. Licensee's obligation to pay for additional renewal periods will continue until Streamtime receives the signed notice below within prior to the Expiry Date for the then-current renewal period.

[Print on Licensee's Letterhead]

[Date]

STREAMTIME SOFTWARE Limited
Unit 15B
Harewood On The Park
337 Harewood Road
Christchurch
New Zealand

_____ ("Licensee") acknowledges that the Streamtime License Agreement between Licensee and STREAMTIME SOFTWARE Limited has terminated. Licensee confirms that it has ceased all use of the Streamtime software licensed under this Agreement, and that all copies of the Streamtime software in Licensee's possession have been deleted or destroyed.

"LICENSEE"

By (Signature):

Printed Name:

Title:

Date:

ALTERNATIVELY

you can submit a termination notice by logging into your account at <http://mystreamtime.com> and requesting for your service to be terminated.