

End User's License Agreement for Medialon Software and Plug-Ins

Warranty Terms and Conditions for 7thSense Hardware



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#### M561-2

# 1 End User's License Agreement for Medialon Software and Plug-Ins (EULA)

This License Agreement is intended for the products listed below in the *Definitions* section and does not govern any other products.

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By loading and installing the Software on your computer, you indicate your acceptance of the following End User's License (the "License Agreement") for Medialon Manager Software, Medialon MxM Plug-In, Medialon Product Browser Software, Medialon Calendar Software, Medialon Showmaster Editor Software, Medialon MAS Client Software, Medialon SDK and any current or future 7thSense or Medialon Software (the Software) which is either: (i) printed on a license card with the software; (ii) on-line in the software application. If you do not agree to the terms of this License Agreement, for a full refund, promptly return this product to the place you obtained it.

The License Agreement is entered between you (the end user, a legal entity or natural person), and between 7thSense Design Ltd, a company registered in the UK at 2 The Courtyard, Shoreham Road, Upper Beeding, Steyning, West Sussex BN44 3TN ("7thSense"), and concerns the aforementioned Software product, any attached add-in Software, the documentation in electronic format and any example or educational Software (the "Software"). You shall inform all authorized users of the Software of the terms and conditions of this Agreement.

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#### **Definitions**

In this License Agreement:

- Medialon Manager and Medialon Showmaster mean an audio-visual control software and/or hardware developed and distributed by 7thSense,
- Medialon MxM Plug-In means Medialon XObject Module, plug-ins designed to add communication and control

- capacities to Medialon Manager software and/or Medialon Showmaster hardware,
- Medialon OpenCap XML is a protocol designed to connect to Medialon Manager and/or Medialon Showmaster hardware.
- Medialon OpenCap XML gives the ability to Medialon Manager software and/or Medialon Showmaster hardware to expose properties and be controlled,
- Medialon Product Browser Software means a utility software to discover Medialon products over the network developed and distributed by 7thSense,
- Medialon Scheduler Software means an application designed to schedule events in other Medialon software developed and distributed by 7thSense,
- Medialon MAS Client Software means a client application to control Medialon MAS Server developed and distributed by 7thSense,
- Medialon SDK means a Software Development Kit designed to develop Medialon MxMs,
- API means Application Programming Interface i.e. the documentation, tools, and other related items not otherwise made available by 7thSense as a commercial product.

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Any controversy or claim arising out of or relating to this License Agreement, or the breach thereof, shall be settled by arbitration subject to UK law.

### 1.12 Other license terms

The Medialon solution contains software components released under an Open Source license. A list of the third-party software components used (open source and other) is available in the Software's README files, through the 7thSense website or through other (online) means. The applicable license terms, copyright notices and, as relevant, source code access apply as set out in this 7thSense EULA.

## 2 Warranty Terms and Conditions for 7thSense Hardware

7thSense warrants that the 7thSense hardware and all components are free from defects in material and workmanship for a period of 2 Years from the date of delivery to the first owner. This warranty is not transferable.

Warranty will be void if manufacturer's installation and use instructions are not followed.

Warranty will be void unless our factory approved parts are used and properly installed by an authorized representative.

Warranty does not extend to parts misused, mishandling, neglect, accident, damage, flood, fire, or other causes beyond the control of the manufacturer. The warranty does not extend to consequential damage.

To make a warranty claim, visit <a href="https://7thsense.one/">https://7thsense.one/</a> to obtain an RMA (Return Material Authorization) number. No claim will be accepted without an RMA number.

The equipment in need of service should be shipped (with RMA) to the address on the RMA form, freight pre-paid. Any returned items deemed faulty due to manufacturer defect will be repaired or replaced and shipped back to the customer at no charge to the customer.



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