



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

**Warranty Terms and Conditions for
Medialon Hardware**

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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.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE OPENING OR DOWNLOADING AND USING THE SOFTWARE.

DO NOT ACCEPT THE LICENSE, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE UNLESS YOU CAN AGREE WITH ITS TERMS AS SET OUT IN THIS LICENSE AGREEMENT.

1.1 Important – Read Carefully

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 Scheduler Software, Medialon Showmaster Editor Software, Medialon MAS Client Software, Medialon SDK and any current or future 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.

Definitions

In this License Agreement:

- Medialon Manager and Medialon Showmaster mean an audio-visual control software and/or hardware developed and distributed by MEDIALON,

- 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 MEDIALON,
- Medialon Scheduler Software means an application designed to schedule events in other Medialon software developed and distributed by MEDIALON,
- Medialon MAS Client Software means a client application to control Medialon MAS Server developed and distributed by MEDIALON,
- 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 MEDIALON as a commercial product.

This License Agreement does not govern any other products.

1.2 License granting

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Save as otherwise provided by law, you are not authorized to reconstitute, reverse engineer, to de-compile or disassemble the Software product.

If the Software product is an update, you must, in order to use it, be the holder of a user's license for the original product. An update replaces the product that gave you the right to the update.

The original holder of the license for the software product is only authorized to transfer this contract once and permanently, to another end user provided that he provides written notice to MEDIALON and the recipient agrees to be bound by and subject to the terms and conditions of this Agreement. This transfer must include all the software elements including without limitation the most recent update and all prior versions, electronic and paper, and the certificate of authenticity.

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1.4 Limited warranty

MEDIALON warrants that the magnetic media on which the Software is recorded and that any Software Documentation will be free from defects in material and workmanship under normal use for a period of one (1) year from first date of purchase (date of invoice). MEDIALON also warrants that the original copy of the Software will perform substantially in accordance with the accompanying Software Documentation for one (1) year from the date of receipt.

MEDIALON does not warrant that the functions contained in the Software will meet your all requirements or that the operation of the Software will be error free or uninterrupted.

Your exclusive remedy for breach of MEDIALON warranty shall be (i) in case of defects in the media, the replacement by MEDIALON of any magnetic media not meeting the warranty and

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(ii) replace or modify the Software to make it non-infringing; or if (i) and (ii) are not reasonably feasible, (iii) terminate this Agreement and refund to you the depreciated value of the Software, based on straight line depreciation over a period of 5 years. The foregoing obligations state MEDIALON's entire liability and your exclusive remedy of and MEDIALON shall have no other liability or obligation with respect to any actual or alleged infringement of any intellectual property rights under this Agreement.

1.6 Limitation of liability

MEDIALON's entire liability to the you or another party for any loss or damage resulting from any claims, demands or actions arising out of this Agreement shall not exceed the license fee paid to MEDIALON for the Software ("License Fee"), net of dealer or distributor margins, notwithstanding any failure of essential purpose of any limited remedy.

1.7 Disclaimer of warranties

Except for the express warranty provided under heading Limited Warranty above, the Software and its related documentation are provided "As Is" and without a warranty of any kind, whether express, implied, statutory and MEDIALON specifically disclaims any implied warranties, terms or conditions of merchantability, non-infringement and fitness for a particular purpose.

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1.9 Termination

This License Agreement is effective until terminated. This License Agreement will terminate if you fail to comply with any provision of this License Agreement. Upon termination, you shall destroy all copies of the Software, including security keys and modified copies, if any.

1.10 Maintenance and support

Maintenance, including the provision of upgrades and updates to the Software, and telephone support is available from MEDIALON only through a maintenance plan.

1.11 General provisions

If any term, condition, or provision in this License Agreement is found to be invalid, unlawful or

unenforceable to any extent, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

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 "My Medialon" section of the Medialon website or through other (online) means. The applicable license terms, copyright notices and, as relevant, source code access apply as set out in this MEDIALON EULA.

2 Warranty Terms and Conditions for Medialon Hardware

MEDIALON warrants that the Medialon hardware and all components are free from defects in material and workmanship for a period of 1 Year 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 www.medialon.com 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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