

END USER LICENSE AGREEMENT

IMPORTANT:

BEFORE USING THE SOFTWARE, PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY AND CLICK THE “AGREE” BUTTON IN THIS END USER LICENSE AGREEMENT WINDOW DISPLAYED WHEN STARTING THE SOFTWARE. BY CLICKING THE “AGREE” BUTTON IN THIS END USER LICENSE AGREEMENT WINDOW DISPLAYED WHEN STARTING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE.

This EULA is a legal agreement between (i) you and any entity you represent (“you”) and (ii) Sony Imaging Products & Solutions Inc. (“SONY”). This EULA governs your rights and obligations regarding the “Streaming Setting Transfer” software of SONY and/or its third party licensors (including SONY’s affiliates) and their respective affiliates (collectively, the “THIRD-PARTY SUPPLIERS”) made available to you by SONY through the website of SONY or SONY’s affiliates or other means, together with any updates/upgrades provided by SONY, any printed, on-line or other electronic documentation for such software, and any data files created by operation of such software (collectively, the “SOFTWARE”).

Notwithstanding the foregoing, any software in the SOFTWARE having a separate end user license agreement (including, but not limited to, GNU General Public license and Lesser/Library General Public License) shall be covered by such applicable separate end user license agreement in lieu of the terms of this EULA to the extent required by such separate end user license agreement (“EXCLUDED SOFTWARE”).

SOFTWARE LICENSE

The SOFTWARE is licensed, not sold. The SOFTWARE is protected by copyright and other intellectual property laws and international treaties.

COPYRIGHT

All right and title in and to the SOFTWARE (including, but not limited to, any images, photographs, animation, video, audio, music, text, “applets” and other content incorporated into the SOFTWARE) is owned by SONY or one or more of the THIRD-PARTY SUPPLIERS.

GRANT OF LICENSE

SONY grants you, solely in accordance with this EULA and the usage as intended in the relevant instructions and directions for use made available to you by SONY (“USAGE INSTRUCTIONS”), a

limited, non-exclusive, and non-transferable license to use the SOFTWARE on your computer, solely for the purposes of writing RTMP streaming URL and the information required for RTMP streaming into a SD card by which you can export the URL to and set up the streaming function of the camcorder products developed or sold by SONY (“DEVICE”).

SONY and the THIRD-PARTY SUPPLIERS expressly reserve all rights, title and interest (including, but not limited to, all intellectual property rights) in and to the SOFTWARE that this EULA does not specifically grant to you.

REQUIREMENTS AND LIMITATIONS

You may not copy, publish, adapt, redistribute, attempt to derive source code, modify, reverse engineer, decompile, or disassemble any of the SOFTWARE, whether in whole or in part, or create any derivative works from or of the SOFTWARE unless such derivative works are intentionally facilitated by the SOFTWARE. You may not modify or tamper with any digital rights management functionality of the SOFTWARE. You may not bypass, modify, defeat or circumvent any of the functions or protections of the SOFTWARE or any mechanisms operatively linked to the SOFTWARE. You may not separate any individual component of the SOFTWARE unless expressly authorized to do so by SONY in this EULA or any USAGE INSTRUCTIONS. You may not remove, alter, cover or deface any trademarks or notices on the SOFTWARE. You may not share, distribute, rent, lease, sublicense, assign, transfer or sell the SOFTWARE. You may not use the SOFTWARE in any manner non-compliant with the USAGE INSTRUCTIONS. The software, network services or other products other than SOFTWARE upon which the SOFTWARE’S performance depends might be interrupted or discontinued at the discretion of the suppliers (software suppliers, service suppliers, or SONY). SONY and such suppliers do not warrant that the SOFTWARE, network services, contents or other products will continue to be available, or will operate without interruption or modification.

You shall not, nor shall you instruct or permit, procure, enable or request any third party (including your users, third party personnel or other personnel, staff or contractors) to, take any action designed or intended to:

- (i) use the SOFTWARE (or any part thereof) in any manner or for any purpose that is inconsistent with this EULA;
- (ii) introduce to the SOFTWARE any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” or “worm” (as such terms are commonly understood in the software industry) or any other equivalent code, files, scripts, agents, programs, software routine or instructions designed or intended to disrupt, disable, harm or otherwise impede in any manner the operation of the SOFTWARE or any device or system owned or controlled by you or any third party, or which otherwise may damage or destroy any

data or file (“Malicious Code”);

(iii) interfere with the proper working of the SOFTWARE;

(iv) circumvent, disable, or interfere with security-related features of the SOFTWARE or features that prevent or restrict use, access to, or copying the SOFTWARE, or that enforce limitations on use of the SOFTWARE; or

(v) impose (or which may impose, in your sole discretion) an unreasonable or disproportionately large load on the SOFTWARE.

EXCLUDED SOFTWARE AND OPEN SOURCE COMPONENTS

Notwithstanding the foregoing limited license grant, you acknowledge that the SOFTWARE may include EXCLUDED SOFTWARE. Certain EXCLUDED SOFTWARE may be covered by open source software licenses (“Open Source Components”), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including but not limited to any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. If and to the extent disclosure is required, please visit oss.sony.net/Products/Linux or other SONY-designated web site for a list of applicable OPEN SOURCE COMPONENTS included in the SOFTWARE from time to time, and the applicable terms and conditions governing its use. Such terms and conditions may be changed by the applicable third party at any time without liability to you. To the extent required by the licenses covering EXCLUDED SOFTWARE, the terms of such licenses will apply in lieu of the terms of this EULA. To the extent the terms of the licenses applicable to EXCLUDED SOFTWARE prohibit any of the restrictions in this EULA with respect to such EXCLUDED SOFTWARE, such restrictions will not apply to such EXCLUDED SOFTWARE. To the extent the terms of the licenses applicable to Open Source Components require SONY to make an offer to provide source code in connection with the SOFTWARE, such offer is hereby made.

CONTENT SERVICE

PLEASE ALSO NOTE THAT THE SOFTWARE MAY BE DESIGNED TO BE USED WITH CONTENT AVAILABLE THROUGH ONE OR MORE CONTENT SERVICES, EXPRESSLY INCLUDING VIDEO STREAMING SERVICES (“CONTENT SERVICE”). USE OF THE SERVICE AND THAT CONTENT IS SUBJECT TO THE TERMS OF SERVICE OF THAT CONTENT SERVICE. IF YOU DECLINE TO ACCEPT THOSE TERMS, YOUR USE OF THE SOFTWARE WILL BE LIMITED. You acknowledge and agree that certain content and services available through the SOFTWARE may be provided by third parties over which SONY has no control. WHERE CONTENT SERVICE IS NOT UNDER SONY’S CONTROL, SONY SHALL NOT BE LIABLE IN RESPECT OF ANY DAMAGES

(OR OTHER LIABILITY) RELATED TO SUCH CONTENT SERVICE. USE OF THE CONTENT SERVICE REQUIRES AN INTERNET CONNECTION. THE CONTENT SERVICE MAY BE DISCONTINUED AT ANY TIME.

EXPORT AND OTHER REGULATIONS

You agree to comply with all applicable export and re-export restrictions and regulations of the area or country in which you reside, and not to transfer, or authorize the transfer, of the SOFTWARE to a prohibited country or otherwise in violation of any such restrictions or regulations.

HIGH RISK ACTIVITIES

The SOFTWARE is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the SOFTWARE could lead to death, personal injury, or severe physical or environmental damage (“HIGH RISK ACTIVITIES”). SONY, each of the THIRD-PARTY SUPPLIERS, and each of their respective affiliates specifically disclaim any express or implied warranty, duty or condition of fitness for HIGH RISK ACTIVITIES.

DISCLAIMER OF WARRANTIES ON SOFTWARE

You acknowledge and agree that use of the SOFTWARE is at your sole risk and that you are responsible for use of the SOFTWARE. The SOFTWARE is provided “AS IS,” without warranty, duty or condition of any kind.

SONY AND EACH OF THE THIRD-PARTY SUPPLIERS (for purposes of this Section, SONY and each of the THIRD-PARTY SUPPLIERS shall be collectively referred to as “SONY”) EXPRESSLY DISCLAIM ALL WARRANTIES, DUTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SONY DOES NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS (A) THAT THE FUNCTIONS CONTAINED IN ANY OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE UPDATED, (B) THAT THE OPERATION OF ANY OF THE SOFTWARE WILL BE CORRECT OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED, (C) THAT THE SOFTWARE WILL NOT DAMAGE ANY OTHER SOFTWARE, HARDWARE OR DATA, (D) THAT ANY SOFTWARE, NETWORK SERVICES (INCLUDING THE INTERNET) OR PRODUCTS (OTHER THAN THE SOFTWARE) UPON WHICH THE SOFTWARE’S PERFORMANCE DEPENDS

WILL CONTINUE TO BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR UNMODIFIED, (E) THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED (INCLUDING THE DEVICE) WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK AND (F) REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS, AND OTHER DISRUPTIONS. SONY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION, AND OTHER CHARACTERISTICS OF THE SERVICES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONY OR AN AUTHORIZED REPRESENTATIVE OF SONY SHALL CREATE A WARRANTY, DUTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OR ALL OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

SONY AND EACH OF THE THIRD-PARTY SUPPLIERS (for purposes of this Section, SONY and each of the THIRD-PARTY SUPPLIERS shall be collectively referred to as “SONY”) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE AND/OR DEVICE, INCLUDING FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY RELATED TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE SOFTWARE OR ANY ASSOCIATED HARDWARE, DOWN TIME AND USER’S TIME, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EACH AND ALL OF THEIR AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR ONE MILLION JAPANESE YEN (¥1,000,000). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

INDEMNITY

Except as prohibited by applicable law, you agree to indemnify and hold harmless SONY and the THIRD-

PARTY SUPPLIERS and their respective subsidiaries, affiliates, officers and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the SOFTWARE and/or the DEVICE (including, without limitation, any software vulnerability caused by such use), your violation of this EULA or your failure to fulfill your responsibility under this EULA.

UPDATE

SONY may, but shall be under no obligation to, release upgrades, updates, bug-fixes and/or otherwise modified versions of the SOFTWARE in such manner which SONY deems to be adequate. If and when such updated SOFTWARE is released, you shall use such updated SOFTWARE in accordance with Sony's instructions provided in connection therewith.

FORCE MAJEURE

SONY shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

ENTIRE AGREEMENT, WAIVER, SEVERABILITY

This EULA, as amended and modified from time to time, together constitute the entire agreement between you and SONY with respect to the SOFTWARE. The failure of SONY to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any part of this EULA is held invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this EULA, and the other parts will remain in full force and effect.

GOVERNING LAW AND JURISDICTION

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA. This EULA shall be governed by the laws of Japan, without regards to conflict of laws provisions. Any dispute arising out of this EULA shall be subject to the exclusive venue of the Tokyo District Court in Japan, and the parties hereby consent to the venue and jurisdiction of such courts.

EQUITABLE REMEDIES

Notwithstanding anything contained in this EULA to the contrary, you acknowledge and agree that any violation of or non-compliance with this EULA by you will cause irreparable harm to SONY, for which

monetary damages would be inadequate, and you consent to SONY obtaining any injunctive or equitable relief that SONY deems necessary or appropriate in such circumstances. SONY may also take any legal and technical remedies to prevent violation of and/or to enforce this EULA, including, but not limited to, immediate termination of your use of the SOFTWARE, if SONY believes in its sole discretion that you are violating or intend to violate this EULA. These remedies are in addition to any other remedies SONY may have at law, in equity or under contract.

TERMINATION

Without prejudice to any of its other rights, SONY may terminate or suspend your access or use of the SOFTWARE and/or terminate this EULA if you fail to comply with any of its terms. In case of such termination, you must: cease all use, and destroy any copies, of the SOFTWARE within two (2) weeks from the date of such termination.

AMENDMENT

SONY RESERVES THE RIGHT TO AMEND ANY OF THE TERMS OF THIS EULA AT ITS SOLE DISCRETION BY POSTING NOTICE ON A SONY DESIGNATED WEB SITE, BY EMAIL NOTIFICATION TO AN EMAIL ADDRESS PROVIDED BY YOU, AND/OR BY PROVIDING NOTICE AS PART OF THE PROCESS IN WHICH YOU OBTAIN UPGRADES/UPDATES OR BY ANY OTHER LEGALLY RECOGNIZABLE FORM OF NOTICE. If you do not agree to the amendment, you should promptly contact SONY for instructions. Your continued use of the SOFTWARE after the effective date of any such notice shall be deemed your agreement to be bound by such amendment.

THIRD-PARTY BENEFICIARIES

Each THIRD-PARTY SUPPLIER is an express intended third-party beneficiary of, and shall have the right to enforce, each provision of this EULA with respect to the SOFTWARE of such party.

Xamarin SDK

The MIT License (MIT)

Copyright (c) .NET Foundation Contributors

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal

in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The MIT License

Copyright (c) Simon Cropp and contributors

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM,

OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The MIT License

Copyright (c) 2012 Simon Cropp and contributors

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Should you have any questions concerning this EULA, you may contact SONY by writing to SONY at applicable contact address of each area or country.

Copyright © 2020 Sony Imaging Products & Solutions Inc.