

SOFTWARE LICENSE AGREEMENT

DATATON WATCHOUT

© Copyright 2000-2016, Dataton AB

This legal document is an agreement between you, the end user, and Dataton AB (DATATON). In order to preserve and protect its rights under applicable laws, DATATON does not sell any rights in DATATON computer software. Instead, DATATON grants the right to use the DATATON WATCHOUT software (SOFTWARE) by means of a software license. DATATON specifically retains title to all DATATON computer software.

1. GRANT OF LICENSE. In consideration of payment of the License fee which is a part of the price you paid for this product, and your agreement to abide by the terms and conditions of this License, DATATON, as Licensor, grants you, the licensee, a nonexclusive right to use and display the SOFTWARE, as long as you comply with the terms of this License, on either a single computer for evaluation purposes or on any computer to which you have a valid DATATON WATCHOUT LICENSE KEY hardware device ("dongle") attached. DATATON reserves all rights not expressly granted to LICENSEE.

2. OWNERSHIP OF SOFTWARE. As the LICENSEE, you own the physical media

on which the SOFTWARE is originally or subsequently recorded or fixed, but an express condition of this License is that DATATON retains title and ownership of the SOFTWARE and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This License is not a sale of the original SOFTWARE or any copy.

3. COPY RESTRICTIONS. This SOFTWARE and the accompanying written materials are copyrighted. Unauthorized copying of the SOFTWARE, including SOFTWARE which has been modified, merged, or included with other software, or of the written materials is expressly forbidden. You may be held legally responsible for any copyright infringement which is caused or encouraged by your failure to abide by the terms of this License.

4. USE RESTRICTIONS. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE. You may not modify, adapt, translate or create derivative works based on the written materials without the prior written consent of DATATON.

5. TERMINATION. This License is effective until terminated. This License will terminate automatically without notice from DATATON if you fail to comply with any provision of this License. Upon termination, you shall destroy the written materials and all copies of the SOFTWARE, including modified copies, if any.

6. LIABILITY. Dataton shall not be liable to you or any other person/entity for any lost profits, lost savings, lost data (and any costs of recovering or reproducing any program or data stored in or used with the software), or other special, direct, indirect, punitive, consequential or incidental damages arising out of your licensing of the software. The aggregate liability of Dataton arising out of or relating to the software under this agreement is in any event to the amount actually paid, if any, by you to Dataton under this agreement for the software.

7. APPLICABLE LAW AND DISPUTES. This License is governed by the laws of Sweden and shall benefit Dataton AB, its successors and assigns. LICENSEE consents to jurisdiction in the courts of Sweden.

cont'd

SOFTWARE LICENSE AGREEMENT

DATATON WATCHOUT

© Copyright 2000-2016, Dataton AB

NOTES

WATCHOUT includes software created by ImageMagick Studio LLC, licensed under the ImageMagick License. You may obtain a copy of the ImageMagick License at: <http://www.imagemagick.org/script/license.php>

Unless required by applicable law or agreed to in writing, software distributed under the ImageMagick License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the ImageMagick License for the specific language governing permissions and limitations under the ImageMagick License.

WATCHOUT software applications (WATCHMAKER.EXE, WATCHPOINT.EXE and Timecode Analyzer.exe) do not contain any software licensed under the GNU Public License (GPL). Nor is it derived from such works. However, it may take advantage of GPL-licensed software components, should they be available. If your application or policy does not allow for

GPL software being used in this way, any such components may be removed without adversely affecting any key functionality in WATCHOUT.

The WATCHOUT installer, acting as the distribution medium, aggregates some software components available under the GPL. Those are provided solely as a convenience to our users, thereby avoiding having to obtain and install those components separately. A link is provided below for each set of files, providing access to more information as well as source code.

vncviewer.exe

winvnc4.exe

wm_hooks.dll

<http://www.realvnc.com/products/free/4.0/download.html>

Learn more about the GPL at:
<http://www.gnu.org/licenses/>

QuickTime and the QuickTime logo are trademarks used under license. The QuickTime logo is registered in the U.S. and other countries.

Dataton AB
Teknikringen 22
SE 583 30 LINKÖPING
Sweden

Email: warranty@dataton.se