

BEAMWELL INC. END-USER LICENSE AGREEMENT

Beamwell Inc., o/a Streamwell Video Systems (“**Beamwell**”, “**Streamwell**”, “**we**”, “**us**” and terms of similar meaning) provides the Services, including access to the Software subject to these terms and conditions of service (these “**Terms**” or “**Agreement**”). An updated copy may be available through the Software and on the Streamwell website made available at <https://streamwell.net/>.

Please read through these Terms carefully before using the Software. By accepting these Terms, by (a) clicking a box indicating acceptance; (b) accepting or executing an Order Form that references these Terms; or (c) otherwise installing, accessing, or signing into the Software, you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference into these Terms.

If the individual accepting this Agreement is accepting on behalf of a company or legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these Terms, in which case the term “**Client**” or “**User**” (as the case may be) shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these Terms, such individual must not accept this Agreement and may not use the Services.

Order Forms are automatically deemed to include all of the terms and conditions of these Terms; provided that whenever the provisions of the Order Form expressly conflict with these Terms, the conflicting provisions of the Order Form control and shall take precedence over the conflicting provisions of the Terms.

1. DEFINITIONS

- (a) “**Administrator**” means a User assigned by the Client who has authority to authorize additional Users to use the Services under these Terms.
- (b) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (c) “**CASL**” means any applicable federal, provincial and local laws, regulations and rules governing the sending of commercial electronic messages.
- (d) “**Content**” means any and all information, materials, graphics, videos, photographs and other content made available to you through the Services, other than Your Data.
- (e) “**Client**” means an individual or organization who is bound by the terms of an Order Form and these Terms.
- (f) “**Documentation**” means our online or print user guides, documentation, and help and training materials relating to the Services, as updated from time to time.
- (g) “**Order Form**” means (i) the Streamwell Order Form; (ii) an online order through the Beamwell website or through the website of one of its authorized resellers; (iii) or an invoice specifying a purchase of a license to use the Software; all of which specify the Services to be provided thereunder, that is entered into between the Client and the Beamwell, including any Schedules, addenda and supplements thereto.
- (h) “**Personal Information**” means any information relating to identifiable individuals, the collection, use or disclosure of which is regulated by Privacy Laws.
- (i) “**Privacy Laws**” means any applicable federal, provincial and local laws, regulations and rules governing the collection, use and disclosure of information relating to identifiable individuals, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any similar or applicable legislation enacted by any province or territory of Canada.
- (j) “**Schedule**” means a schedule, which is attached to an Order Form, or which may be added hereafter by written agreement of the parties.

- (k) “**Services**” means the Software and all products and services, including Support Services, that are provided by us or on our behalf in connection therewith.
- (l) “**Software**” means the applicable Streamwell software that is licensed to the Client as part of the Services in accordance with these Terms and the terms of an Order Form.
- (m) “**Support Services**” means any Client support and maintenance services more particularly described in an Order Form, **the Provider’s Support Agreement attached as Schedule “A” to this EULA** and any applicable Schedules.
- (n) “**Third Party Providers**” means any contractors, consultants and other third parties that are engaged (directly or indirectly) to assist with the development, maintenance and provision of the Services, including any third party engaged to host the Services or any client data.
- (o) “**User**” means an individual user of the Services, and can include a User who is authorized to use the Services by the Client.
- (p) “**You**” or “**your**” means you and/or the company or other legal entity for which you are accepting this Agreement, and the brokers, agents, employees, and Affiliates of that company or entity.
- (q) “**Your Data**” means your, the Client or the Client’s customer data and any other data or information that you import into the Services.

2. THE SERVICES

Beamwell, through the Services, is providing individuals and/or entities with video playback streaming solutions. The Services are not intended to be used by children. You must be at least eighteen (18) years of age to use the Services.

3. PRIVACY POLICY

Please refer to the Beamwell Privacy Policy by clicking [here](#) (the “**Privacy Policy**”) for information on how we collect, use and disclose your Personal Information. By using the Services you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy.

4. REGISTRATION DATA AND ACCOUNT SECURITY

To use the Services, Beamwell will provide the Client with a license key enabling the Client to install the Software on a virtualized instance. The Client may then grant access to additional Users through the Software (“**User Account**”). You are responsible for all activity on the Software (a) under the license key; or (b) on your User Account, including the activity performed on the Software through your license key or User Account by an agent, representative, employee, or any other person acting on your behalf.

5. LICENSE TO USE SERVICES AND LICENSE RESTRICTIONS

- (a) **Provision of Services.** Subject to these Terms and any applicable Order Forms or Schedules, we, along with our licensors, as applicable, will make the Software and Services available to you on a perpetual, non-exclusive, revocable, non-transferable, non-sublicensable, limited basis.
- (b) **Usage Restrictions.** Except as set forth in this Agreement, the Order Form, any Schedule and to the extent contrary by applicable law, you will not (a) make the Services available to, or use the Software for the benefit of, anyone other than you; (b) make or distribute copies of the Software, sell, resell, license, sublicense, distribute, rent or lease the Software; (c) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Software in a manner that breaches the rights of any third party, any contract or legal duty or violate any applicable law; (e) use the Software to store or transmit viruses or other malicious software code; (f) interfere with or disrupt the integrity or performance of the Software or any third-party data contained therein; (g) attempt to gain unauthorized

access to the Software or its related systems or networks; (h) share your password or other access credentials with anyone, or permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit; (i) copy the Software or any part, feature, function or user interface thereof; (j) copy Content except as permitted herein; (k) frame or mirror any part of the Services unless expressly provided as an embed code, or as permitted in the Documentation; (l) access or use the Services in order to build a competitive product or service; (m) reverse engineer the Software; (n) remove or modify any copyright, trademark or other proprietary notices that have been placed on the Software; (o) use the Services or Content other than for its intended purposes; or (p) use the Services to modify or create derivative works based on the Services or Content. In addition, unless you obtain our prior written consent, you may not access or use Services if you are our direct competitor, or for purposes of monitoring the availability, performance or functionality of the Services, or for any other benchmarking or competitive purposes.

- (c) **Your Responsibilities.** You will (a) be responsible for your compliance with these Terms, including compliance with all license and usage restrictions set forth in these Terms or the Documentation; (b) be responsible for the accuracy, quality and legality of Your Data and the means by which you acquired and imported Your Data; (c) keep your password and other access credentials confidential, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services or any Content, and notify us promptly of any such unauthorized access or use; (d) use Services only in accordance with the Documentation and applicable laws and government regulations; (e) strictly comply with Privacy Laws, CASL and any other applicable laws; and (f) monitor and maintain any automated aspects of the Services to ensure compliance with your responsibilities under these Terms.

6. OUR PROPRIETARY RIGHTS

- (a) **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, we and our licensors, as applicable, reserve all of our and our licensors' right, title and interest in and to the Software, Services and the Content, including all of our related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.
- (b) **License to Content.** We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the Content, solely to the extent reasonably required in connection with your permitted use of the Services.
- (c) **Feedback.** You are not required to provide any feedback or suggestions relating to the Services. If you choose to provide any feedback or suggestions relating to the Services, you acknowledge and agree that we will have an unrestricted, perpetual, worldwide right to use such feedback and suggestions, without any obligation to obtain consent from you, provide attribution to you, or make any payment to you.

7. YOUR DATA

- (a) **Ownership of Your Data.** We acknowledge that you, the Client or your or the Client's customers own Your Data, and we claim no rights to Your Data other than any rights granted in these Terms or any other agreement between us and you (or between us and the customer to whom any such data relates). You represent and warrant that you have the necessary rights and approval
- (b) **License to Your Data.** You grant us and our licensors, and each of our and our licensors Affiliates, a worldwide, non-exclusive, limited license to access, host, copy, transmit, modify and display Your Data for the purpose of (a) providing the Services to you, your company's agents and Affiliates in accordance with these Terms; (b) providing other services to you, your company's agents and Affiliates; and (c) improving and developing the Services and our other products and services. You represent and warrant that (i) you own and control all of the rights to Your Data, or otherwise have the lawful right to post and distribute Your Data, to or through the Services; and (ii) the use and posting or other transmission of Your Data does not violate these Terms. Subject to the limited licenses granted herein, we acquire no right, title or interest from you or your licensors under these Terms in or to Your Data. You acknowledge that we and our licensors, and each of our and our licensors Affiliates, may sublicense these rights to our Third Party Providers for the purpose of allowing them to provide services to us.

- (c) **Privacy Laws.** If Your Data includes any Personal Information, you represent and warrant to us that (a) you have complied with all applicable Privacy Laws in connection with the collection, use and disclosure of such Personal Information, and the provision of such Personal Information to us complies with all applicable Privacy Laws, and (b) all individuals to whom such Personal Information relates have consented to our collection, use and disclosure of such Personal Information for the purposes disclosed in this Agreement, the Documentation and our Privacy Policy.

8. CONFIDENTIALITY

- (a) **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data. Our Confidential Information includes the Software, the Services, the Documentation, the Content and the terms and conditions of this Agreement. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) is independently developed by the Receiving Party.
- (b) **Protection of Confidential Information.** The Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- (c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party, if permitted by law, gives the Disclosing Party prior notice of the compelled disclosure.

9. LIMITED WARRANTY, REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND INDEMNITIES

- (a) **Disclaimers.** EXCEPT FOR ANY LIMITED WARRANTY PROVIDED IN AN ORDER FORM OR THESE TERMS AND AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE, SERVICES AND THE CONTENT ARE PROVIDED ON AN “AS-IS” BASIS, AND WE MAKE NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED AND STATUTORY REPRESENTATIONS, WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE EXPRESSLY DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. WE DO NOT WARRANT THAT THE SERVICES ARE ERROR FREE OR THAT YOU OR ANYONE ELSE WILL BE ABLE TO ACCESS OR USE THE SERVICES WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE SERVICES ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION. EXCEPT IN THE EVENT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WE WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH OF, UNAUTHORIZED ACCESS TO, MISUSE OF, LOSS OF, CORRUPTION OF, OR INTRUSION INTO, YOUR DATA.
- (b) **Limitation of Liability.** IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR AN ORDER FORM EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE THREE (3) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT WILL WE HAVE ANY LIABILITY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

- (c) **Indemnification.** You will defend us and our Affiliates and each of our directors, officers, employees, agents, contractors and representative (“**Released Parties**”) against any third party claim, demand, suit or proceeding made or brought against us and/or the Released Parties (a) by one of your or the Client’s customers (except to the extent the claim arises from our material breach of this Agreement or our gross negligence or willful misconduct), (b) that arises from any breach of this Agreement by you or any inaccuracy in any representation or warranty made by you, or (c) that alleges that Your Data, or your use of the Software, Services or Content in breach of this Agreement, infringes or misappropriates such third party’s intellectual property or any other rights or violates applicable law. You will indemnify and hold us and the Released Parties harmless from any damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising from such a claim, demand, suit or proceeding.

10. THIRD PARTY/OPEN SOURCE SOFTWARE

The Software may contain third party software and/or open source software, which may be subject to third party licenses and require notices and/or additional terms and conditions (“**Third Party Licenses**”). These Third Party Licenses are made a part of an incorporated into these Terms. By accepting these Terms, you are also accepting the Third Party Licenses, if any, set forth therein. If you would like to view the Third Party Licenses prior to accepting this Agreement, please contact help@beamwell.com.

11. TERMINATION AND MODIFICATION OF LICENSE

Subject to an Order Form and these Terms, we reserve the right, without notice and in our sole discretion, without any notice or liability to you, to (a) terminate your license to use the Software or Services, or any portion thereof; (b) block or prevent your future access to and use of all or any portion of the Software, Services or Content; (c) change, suspend or discontinue any aspect of the Software, Services or Content; and (d) impose limits on the Software, Services or Content.

12. COMMUNICATION

Notices that we give you (other than notice of modification of these Terms, which is discussed in Section 13(g) 13(e)below) may be provided in any of the following ways. First, we may email you at the contact information you provide in your Registration Data. Second, we may post a notice on the Software. It is your responsibility to periodically review the Software for notices.

13. MISCELLANEOUS

- (a) **Severability.** If any term of this Agreement is invalid or not enforceable, it will not affect any other terms.
- (b) **Assignment.** You may not assign or transfer any of your rights under this Agreement, by operation of law or otherwise, without our prior written approval. Any attempt by you to assign or transfer any of your rights under this Agreement, without such consent, will not be effective. We may assign or transfer this Agreement, in our sole discretion, without restriction.
- (c) **Waiver.** A failure by a party to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representatives of the party granting such waiver. Except as expressly specified in this Agreement, any remedies specified in this Agreement will not limit any other remedies that may be available.

- (d) **Governing Law.** This Agreement is subject to the laws of the province of Ontario, Canada, without giving effect to conflicts of laws principles. The Parties hereby submit to the exclusive jurisdiction of the Ontario courts for any dispute arising out of this Agreement (it being understood that the foregoing will not affect Our rights to seek injunctive relief in any other jurisdiction, or to enforce any payment obligation in any other jurisdiction).
- (e) **Entire Agreement.** These Terms, inclusive of the Privacy Policy and any applicable Order Form, states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement.
- (f) **English Language.** The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.
- (g) **Modification of Terms.** We may modify these Terms at any time. If we do so, we will post the modification on our website or via the Software, or provide you with notice of the modification. We will also update the “Last updated” date at the top of this document. You are responsible for checking these Terms whenever you access or use the Software. By continuing to access or use the Services, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, you must stop accessing and using the Services.

14. QUESTIONS AND COMMENTS

If you have any questions regarding these Terms or your use of the services, please contact us here:

Beamwell Inc.

help@beamwell.com