Applian Technologies, Inc. End User License Agreements

- Replay Media Catcher
- Replay Music
- Replay Media Splitter
- Replay Telecorder
- Replay Video Capture
- Video Padlock
- Replay Converter

Replay Media Catcher EULA

END USER LICENSE AGREEMENT

Copyright © 2008-2016 Jaksta Technologies Pty Ltd. All rights reserved. Under exclusive license to Applian Technologies Inc.

Schedule

Item 1: Replay Media Catcher 6

Item 2: The SOFTWARE will ATTEMPT to record 50% of any streamed media from 3rd PARTY STREAMING MEDIA PROVIDERS in formats specified in the accompanying written materials.

Item 3: The SOFTWARE will ATTEMPT to record 100% of any streamed media from 3rd PARTY STREAMING MEDIA PROVIDERS in formats specified in the accompanying written materials.

IMPORTANT READ CAREFULLY: This End User License Agreement is a legal agreement between the LICENSEE and APPLIAN for the SOFTWARE PRODUCT identified in item 1 of the Schedule. By installing, copying or otherwise using the SOFTWARE PRODUCT, the LICENSEE agrees to be bound by the terms of this EULA. If the LICENSEE does not agree to the terms of this EULA do not install, copy or use the SOFTWARE PRODUCT.

1. Definitions

The following definitions are applicable to this EULA.

- 1. 1.1 **EULA** means this End User License agreement.
- 2. 1.2 **LICENSEE** means YOU or the organisation (if any) on whose behalf YOU are taking the EULA.
- 3. 1.3 **SOFTWARE PRODUCT** or **SOFTWARE** means the software identified at item 1 in the Schedule and all associated media, printed materials and may include online or electronic documentation.
- 4. 1.4 **APPLIAN** means Applian Technologies Inc, 20 Vineyard Ave, San Anselmo, CA 94960, USA.

- 5. 1.5 **LICENSE** means the license to use the SOFTWARE granted to the LICENSEE under this EULA.
- 6. 1.6 **TERMS** means the terms and conditions that apply to all software and components of software that are not subject to this EULA or otherwise owned by APPLIAN.
- 7. 1.7 **YOU** means an individual authorised to use the SOFTWARE as set forth herein.
- 8. 1.8 **3rd Party Streaming Media Providers** means any 3rd party that provides via any means, streaming media services or downloadable data that may or may not be recordable or downloadable with the product identified at Item 1 in the Schedule.
- 9. 1.9 **3rd Party Search Providers** means any 3rd party that provides video, music and/or radio search facilities used by the product identified at Item 1 in the Schedule.
- 10. 1.10 **RESTRICTED MODE** means the software features are restricted as identified at item 2 in the Schedule.
- 11. 1.11 **UNRESTRICTED MODE** means the software features are restricted as identified at item 3 in the Schedule.
- 12. 1.12 **ATTEMPT** means to try to perform, make, or achieve.
- 13. 1.13 **OPEN SOURCE SOFTWARE** means certain "open source" software packages selected by APPLIAN for inclusion in the SOFTWARE's distribution package.

2. Grant of License

- 1. 2.1 Shareware License. APPLIAN grants the LICENSEE an irrevocable, non transferable non exclusive LICENSE to install and use the SOFTWARE in RESTRICTED MODE in respect of one computer at the same time or as provided by the TERMS (if any).
- 2. 2.2 Registered License. APPLIAN grants the LICENSEE an irrevocable, non transferable non exclusive LICENSE to install and use

the SOFTWARE in UNRESTRICTED MODE in respect of one computer at the same time or as provided by the TERMS (if any), provided the LICENSEE pays an additional fee to APPLIAN to obtain a license key and register this license key with the SOFTWARE and allows the SOFTWARE to access applian.com and applian.securesites.com to verify the license key.

3. 2.3 The LICENSEE is permitted to make copies of the SOFTWARE for backup and archival purposes.

3. Covenants

- 1. 3.1 The LICENSEE hereby covenants to APPLIAN not to, nor permit or offer to: sell, rent, lease, translate, decompile, adapt, vary, modify, disassemble, reverse engineer, create derivative works of, modify, sublicense, loan, or distribute the SOFTWARE other than with the express and written permission of APPLIAN.
- 2. 3.2 The LICENSEE further covenants not to distribute the SOFTWARE license keys except with the express and written permission of APPLIAN.

4. Assignment

4.1 The LICENSEE may not assign or transfer its rights and obligations in this EULA without the prior written consent of APPLIAN.

5. Termination

- 1. 5.1 Upon the happening of any of the following events APPLIAN has the right to immediately terminate this EULA;
 - 1. (1) The LICENSEE commits a breach of any of the covenants contained in clause 3.1 and 3.2.
 - 2. (2) The LICENSEE attempts to assign or transfer its interest in the SOFTWARE to any other company or person without the express and written consent of APPLIAN.

- 2. 5.2 The LICENSEE may terminate this agreement at any time by giving APPLIAN 30 days notice in writing of its decision to terminate this EULA.
- 3. 5.3 Termination of this EULA will terminate the LICENSE but will not relieve the LICENSEE from any expressed or implied obligation under this EULA.
- 4. 5.4 On termination of this EULA the LICENSEE will:
- (1) Immediately delete the SOFTWARE from any computer on which it is installed.

6. Warrants

- 1. 6.1 APPLIAN warrants that the SOFTWARE will perform substantially in accordance with the Schedule and the accompanying written materials for thirty (30) days or the shortest time permitted by applicable law, whichever is greater.
- 2. 6.2 The warranty under clause 6.1 does not apply to defects in the SOFTWARE due to accident, abuse, misapplication, abnormal use or a malware.
- 3. 6.3 The LICENSEE acknowledges that errors may exist in the SOFTWARE and that APPLIAN will not be responsible for any loss or damage arising from any errors in the SOFTWARE.
- 4. 6.4 The LICENSEE acknowledges that 3rd PARTY STREAMING MEDIA PROVIDERS can at their discretion change the technologies and licensing agreements required to stream and/or download media from their websites and that the SOFTWARE may not technically and/or legally be able to record such media and therefore the warranty under clause 6.1 does not apply to the SOFTWARE's ability and/or inability to record any particular streaming or downloadable media.
- 5. 6.5 The LICENSEE acknowledges that 3rd PARTY SEARCH PROVIDERS can at their discretion change the technologies and licensing agreements required to provide the SOFTWARE's search features and functions and that the SOFTWARE may not technically

and/or legally be able to continue to use such providers at some point in the future and therefore the warranty under clause 6.1 does not apply to the SOFTWARE's ability and/or inability to perform a search at any given time.

- 6. 6.6 The LICENSEE acknowledges that the SOFTWARE contains software licensed from MusicIP and that the LICENSEEs use of that software is governed by the MusicIP EULA as provided in clause 10.
- 7. 6.6 The LICENSEE acknowledges that the SOFTWARE may send performance and/ or usage statistics to APPLIAN.
- 8. 6.7 The LICENSEE acknowledges that OPEN SOURCE SOFTWARE has been selected by APPLIAN for inclusion in the SOFTWARE, and that OPEN SOURCE SOFTWARE is not owned by APPLIAN, and that OPEN SOURCE SOFTWARE is distributed by APPLIAN to the LICENSEE for the LICENSEE's use under the terms of certain open source license agreements, copies of which are included within the SOFTWARE's distribution package and software about pages. The LICENSEE acknowledges that OPEN SOURCE SOFTWARE is third-party software that has not been manufactured, tested or otherwise approved by APPLIAN and that nothing in this EULA shall obligate APPLIAN to provide any support for the OPEN SOURCE SOFTWARE.
- 9. 6.8 No employee, agent or representative of APPLIAN has the authority to bind APPLIAN to any oral representation or warranty concerning the SOFTWARE. Any written representation or warranty not contained in this EULA will not be enforceable by the LICENSEE.

7. Exclusions

- 7.1 To the maximum extent permitted by law, APPLIAN excludes, for itself and any supplier of software incorporated in the SOFTWARE, all liability for all claims, expenses, losses, damages and costs made against or incurred or suffered by the LICENSEE directly or indirectly (including without out limitation lost costs, profits and data) arising out of:
 - 1. (1) Use or misuse of the SOFTWARE;

- 2. (2) Inability to use or obtain access to the SOFTWARE;
- 3. (3) Negligence of APPLIAN or its employees, contractors or agents, or of any supplier of software incorporated in the SOFTWARE, in connection with the performance of APPLIAN's obligations under this EULA; or
- 4. (4) Termination of the EULA by either party for any reason.

8. Limitations

8.1 The SOFTWARE is provided "AS IS" and all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this EULA or to this EULA generally, including without limitation, warranties as to: quality, fitness; merchantability; correctness; accuracy; reliability; correspondence with any description or sample, meeting the LICENSEEs or any other requirements; uninterrupted use; compliance with any relevant legislation and being error or malware free are excluded.

9. Severability

9.1 If anything in this EULA is unenforceable, illegal or void then it is severed and the rest of this EULA remains in force.

9. Applicable Law

- 9.1 The internal laws of the State of California govern this EULA.
- 9.1 The LICENSEE and APPLIAN submit to the exclusive jurisdiction of the courts for the State of California, or if there is federal jurisdiction, the United States District Court for the State of California.

10. 10. Uninstallation

- 1. 10.1 To uninstall, first close this SOFTWARE PRODUCT if it is running.
- 2. 10.2 Windows XP: Go to Start/Control Panel. Double click on Add or Remove Programs. Find this SOFTWARE PRODUCT in list of programs under Currently installed programs. Click Remove. The

- SOFTWARE PRODUCT uninstall process will start. Follow the prompts.
- 3. 10.3 Windows Vista: Go to Start/Control Panel. Double click on Programs and Features. Find this SOFTWARE PRODUCT in the list of programs. Click on Uninstall/Change. The SOFTWARE PRODUCT uninstall process will start. Follow the prompts.
- 4. 10.4 Windows 7: Go to Start/Control Panel/Programs/Uninstall a Program. Find this SOFTWARE PRODUCT in

your list of programs and click on Uninstall/Change. The SOFTWARE PRODUCT uninstall process will start. Follow the prompts.

Replay Music EULA

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by Applian Technologies Inc. your use of this software indicates your acceptance of this license agreement and warranty.

Unregistered Version:

You are entitled to unlimited, free use of the unregistered version of this software. While using an unregistered version, you are limited to recording and tagging 25 songs with artist and track name information.

Registered Version:

One registered copy of the software may be installed only on one computer at a time. Your registration code is only to be entered into a single computer.

Governing Law:

This agreement shall be governed by the laws of the State of California. Disclaimer of Warranty:

This SOFTWARE is provided "as is" without representations or warranties of any kind, whether expressed or implied. The USER must assume the entire risk of using the SOFTWARE, and APPLIAN TECHNOLOGIES shall have no liability to the USER or any other third-party for any damages whatsoever, including, but not limited to, any economic or data loss, even if such loss was foreseeable by APPLIAN TECHNOLOGIES. Any violation of the intellectual property rights of any party as a result of the use of the SOFTWARE is explicitly against the terms of this LICENSE, and APPLIAN TECHNOLOGIES disclaims any liability for the use of the SOFTWARE in this way as unauthorized and outside the scope of any warranty or agreement between the USER and APPLIAN TECHNOLOGIES.

Limitations of Use:

The USER agrees not to use the SOFTWARE as part of any illegal activity, or to violate any rights of a third party. This LICENSE grants rights to use this SOFTWARE, but does not grant any legal rights to content owned by any third party, nor does the LICENSE release the USER from any

responsibilities regarding the rights of third parties. APPLIAN TECHNOLOGIES makes no representations involving the legality of any activities regarding the use of the SOFTWARE in conjunction with copyrighted content. The USER retains full responsibility to determine the extent of the USER's rights, and, if necessary, to contact the owner of copyrighted content prior to use of the SOFTWARE. Use of this SOFTWARE to violate the legal rights of any third party constitutes failure of the USER to comply with the terms of this LICENSE, and therefore terminates the USER's rights to use the SOFTWARE.

Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the program. ANY LIABILITY OF THE SELLER WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF PURCHASE PRICE.

AMG EULA:

This application incorporates software and technology of All Media Guide, LLC. ("AMG"). The AMG software and technology (the "AMG Technology") allows End Users to access music-related data ("AMG Data") over the Internet and

otherwise from proprietary AMG databases (the "AMG Databases") located on AMG servers (the "AMG Servers") and to perform other functions (collectively with the AMG Technology, AMG Data, AMG Databases and AMG Servers, the "AMG Services").

AMG grants you a limited, non-exclusive, non-transferable, and non-sublicensable right and license to access and use AMG Services only by means of the intended End User functions of this application software.

You agree that you will use the AMG Services for your own personal non-commercial use only. You agree not to: (i) assign, copy, transfer or transmit the AMG Data to any third party; (ii) use or exploit the AMG Services, except as expressly permitted herein; (iii) decompile, disassemble or reverse engineer the AMG Services or any component thereof; (iii) remove any copyright, trademark, trade names, logos or other intellectual property notices in the AMG Services; or (iv) sell, distribute, publish, disclose lease, license

transfer or otherwise use the AMG Services, or any portion thereof, other than as expressly provided in these Terms of Use.

You agree that the license to use the AMG Services granted herein will terminate if you violate these restrictions. In addition, AMG may revoke or terminate this license at any time in its sole discretion. If your license terminates, you agree to cease any and all use of the AMG Services. You agree to defend, indemnify and hold harmless AMG and its affiliates from all liabilities, claims and expenses, including attorneys' fees arising from your breach of these Terms of Use.

AMG reserves all rights in the AMG Services, including all ownership rights. You acknowledge that as between you and AMG, all right, title and ownership to the AMG Services and components thereof remain the exclusive property of AMG, and nothing herein will be deemed to grant you any ownership rights in the AMG Services. You agree that AMG may enforce its rights under this Agreement against you directly in its own name.

AMG reserves the right to delete data from the AMG Databases or to change data categories for any cause that AMG deems sufficient. No warranty is made that the AMG Technology or AMG Servers are error-free or that functioning of AMG Technology or AMG Servers will be uninterrupted. AMG is not obligated to provide you with any new, enhanced or additional data types or categories that AMG may choose to provide in the future and is free to discontinue its online services at any time, without any obligation to you.

To the extent that you, the End User, provide any information or original works of authorship to be added to AMG Databases, you represent and warrant that you are the sole author of such work(s) and further hereby assign to AMG all rights of copyright therein, including the right to register the copyright in such work(s) as part of the AMG Database.

THE AMG SERVICES AND COMPONENTS THEREOF ARE PROVIDED TO YOU "AS IS." AMG MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THE AMG SERVICES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-

INFRINGEMENT. AMG DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR THE RESULTS THAT WILL BE OBTAINED BY YOUR USE OF THE AMG SERVICES.

IN NO CASE WILL AMG OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL SPECIAL, PUNITIVE OR OTHER DAMAGES INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST REVENUES OR INTERRUPTION WITH BUSINESS UNDER ANY THEORY OF LAW, INCLUDING CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE AMG SERVICES. IN NO EVENT WILL AMG'S LIABILITY FOR DAMAGES WITH RESPECT TO THE AMG SERVICES BE IN EXCESS OF TEN DOLLARS REGARDLESS OF THE FORM OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Replay Media Splitter EULA

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by Applian Technologies Inc. your use of this software indicates your acceptance of this license agreement and warranty.

Unregistered Version:

You are entitled to unlimited, free use of the unregistered version of this software.

Registered Version:

One registered copy of the software may be installed only on one computer at a time. Your registration code is only to be entered into a single computer.

Governing Law:

This agreement shall be governed by the laws of the State of California. Disclaimer of Warranty:

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OF MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. Because of the various hardware and software environments into which the Software may be put, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.

Replay Telecorder EULA

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by Applian Technologies Inc. your use of this software indicates your acceptance of this license agreement and warranty.

Unregistered Version:

You are entitled to unlimited, free use of the unregistered version of this software.

Registered Version:

One registered copy of the software may be installed only on one computer at a time. Your registration code is only to be entered into a single computer.

Governing Law:

This agreement shall be governed by the laws of the State of California. Disclaimer of Warranty:

This SOFTWARE is provided "as is" without representations or warranties of any kind, whether expressed or implied. The USER must assume the entire risk of using the SOFTWARE, and APPLIAN TECHNOLOGIES shall have no liability to the USER or any other third-party for any damages whatsoever, including, but not limited to, any economic or data loss, even if such loss was foreseeable by APPLIAN TECHNOLOGIES. Any violation of the intellectual property rights of any party as a result of the use of the SOFTWARE is explicitly against the terms of this LICENSE, and APPLIAN TECHNOLOGIES disclaims any liability for the use of the SOFTWARE in this way as unauthorized and outside the scope of any warranty or agreement between the USER and APPLIAN TECHNOLOGIES.

Limitations of Use:

The USER agrees not to use the SOFTWARE as part of any illegal activity, or to violate any rights of a third party. This LICENSE grants rights to use this SOFTWARE, but does not grant any legal rights to content owned by any third party, nor does the LICENSE release the USER from any responsibilities regarding the rights of third parties. APPLIAN

TECHNOLOGIES makes no representations involving the legality of any activities regarding the use of the SOFTWARE in conjunction with copyrighted content. The USER retains full responsibility to determine the extent of the USER's rights, and, if necessary, to contact the owner of copyrighted content prior to use of the SOFTWARE. Use of this SOFTWARE to violate the legal rights of any third party constitutes failure of the USER to comply with the terms of this LICENSE, and therefore terminates the USER's rights to use the SOFTWARE.

Replay Video Capture EULA

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by Applian Technologies Inc. your use of this software indicates your acceptance of this license agreement and warranty.

Unregistered Version:

You are entitled to unlimited, free use of the unregistered version of this software.

Registered Version:

One registered copy of the software may be installed only on one computer at a time. Your registration code is only to be entered into a single computer.

Governing Law:

This agreement shall be governed by the laws of the State of California. Disclaimer of Warranty:

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OF MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. Because of the various hardware and software environments into which the Software may be put, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.

Video Padlock EULA

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by Applian Technologies Inc. your use of this software indicates your acceptance of this license agreement and warranty.

Unregistered Version:

You are entitled to unlimited, free use of the unregistered version of this software. While using an unregistered version, you are limited to two locked files at any one time.

Registered Version:

One registered copy of the software may be installed only on one computer at a time. Your registration code is only to be entered into a single computer.

Governing Law:

This agreement shall be governed by the laws of the State of California. Disclaimer of Warranty:

This SOFTWARE is provided "as is" without representations or warranties of any kind, whether expressed or implied. The USER must assume the entire risk of using the SOFTWARE, and APPLIAN TECHNOLOGIES shall have no liability to the USER or any other third-party for any damages whatsoever, including, but not limited to, any economic or data loss, even if such loss was foreseeable by APPLIAN TECHNOLOGIES. Any violation of the intellectual property rights of any party as a result of the use of the SOFTWARE is explicitly against the terms of this LICENSE, and APPLIAN TECHNOLOGIES disclaims any liability for the use of the SOFTWARE in this way as unauthorized and outside the scope of any warranty or agreement between the USER and APPLIAN TECHNOLOGIES.

Limitations of Use:

The USER agrees not to use the SOFTWARE as part of any illegal activity, or to violate any rights of a third party. This LICENSE grants rights to use this SOFTWARE, but does not grant any legal rights to content owned by any third party, nor does the LICENSE release the USER from any

responsibilities regarding the rights of third parties. APPLIAN TECHNOLOGIES makes no representations involving the legality of any activities regarding the use of the SOFTWARE in conjunction with copyrighted content. The USER retains full responsibility to determine the extent of the USER's rights, and, if necessary, to contact the owner of copyrighted content prior to use of the SOFTWARE. Use of this SOFTWARE to violate the legal rights of any third party constitutes failure of the USER to comply with the terms of this LICENSE, and therefore terminates the USER's rights to use the SOFTWARE.

Replay Converter EULA

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by Applian Technologies Inc. your use of this software indicates your acceptance of this license agreement and warranty.

Unregistered Version:

You are entitled to unlimited, free use of the unregistered version of this software.

Registered Version:

One registered copy of the software may be installed only on one computer at a time. Your registration code is only to be entered into a single computer.

Governing Law:

This agreement shall be governed by the laws of the State of California. Disclaimer of Warranty:

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OF MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. Because of the various hardware and software environments into which the Software may be put, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.