

STREAMTIME LICENSE AGREEMENT

© STREAMTIME AUSTRALIA PTY LTD - updated 7th February, 2024

STREAMTIME AUSTRALIA, ("SA")

Level 17, 383 Kent Street

Sydney, NSW 2000

Australia

support@streamtime.net

Thanks for using Streamtime. By using Streamtime as an individual or on behalf of a business, you agree to the terms and conditions that we've set out below. If you're using our products and services on behalf of your business, then the business is also subject to these terms and conditions and you are agreeing that you have the appropriate permissions and responsibility to do so.

Please read these terms and conditions carefully before using Streamtime. They encompass all of the legal requirements of our relationship, unless you have a separate agreement with us.

STREAMTIME LICENSE AGREEMENT - Terms and Conditions

Introduction

There are a few terms that we'd like to clarify for the rest of the agreement.

We use the term 'You' to cover you, your business, your team members or anyone that pays for a license. Much more friendly than calling you a 'party' or customer right?

We've shortened Streamtime Australia Pty Limited to SA (just in case you print this out and we're using more paper than is absolutely necessary)!

We operate 2 products, Streamtime Classic, and Streamtime.net and these terms and conditions refer to both throughout.

1. License

- (a) Software. For the purposes of this Agreement "Software" means the Streamtime Classic product and / or the software at the domain Streamtime.net.
- (b) License Grant.

Streamtime Classic

Upon payment of all applicable fees and subject to the terms of this Agreement, SA grants to You of Streamtime Classic a non-exclusive, non-transferable license during the term to make exact object code copies of the Software in the License Count quantity indicated inside the Software, and use and install each such copy of the Software on a single computer owned or leased by You.

You may only use the Software during the term of this Agreement, and all use of the Software must cease on the Expiry Date, unless the agreement is renewed in accordance with Section 4(a) or Section 4(b).

SA will provide You with a unique License Key, and such License Key must be kept confidential and used solely for the purpose of enabling You to use the Software in

accordance with the terms and conditions of this Agreement. You shall be solely responsible for all expenses incurred in the copying and installation of the Software by You.

Streamtime.net

Similarly, upon payment of all applicable fees and subject to the terms of this Agreement, SA will provide access to the software at streamtime.net for the relevant number of users / licences that you have purchased.

- (c) Ownership.
You own the media on which the Software is recorded, and the data and information that is recorded, but You acknowledges that SA and its licensors retain ownership of the Software itself.
- (d) User License Agreement.
The terms and conditions stated in this license agreement will govern the use of each respective copy or licence of the Software used.

2. Restrictions

(a) General Restrictions. You acknowledge that the Software contains trade secrets and to protect them, You may not decompile, reverse engineer, disassemble or otherwise reduce the Software to any human perceivable form except as permitted under applicable law. You may not modify, sell, rent, lease, loan, distribute (except as expressly permitted by this License), or create derivative works based upon the Software in whole or in part.

(b) Notices.

You shall: (i) not remove any copyright notices or proprietary legends from the Software; (ii) reproduce on all copies of the Software the copyright notice and any other proprietary legends that were on the original copy of the Software; (iii) not disclose the unique License Key or username and password to anyone except as required to use the Software as permitted under this Agreement; and (iv) take reasonable steps to ensure that each user of the Software is aware of and complies with the terms and conditions of this Agreement. So basically, please treat our property like you'd like us to treat yours 😊

(c) Restricted Uses.

THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATIONS SYSTEMS, OR AIR TRAFFIC CONTROL OR SIMILAR ACTIVITIES IN WHICH CASE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Because, seriously... we'd rather the world be a better place than no place!

(d) No Transfer or Assignment.

You may not transfer or assign any portion of this agreement to anyone else without our prior written consent. If you're not sure whether you need consent, just reach out to us at help@streamtime.net.

3. Maintenance

(a) Streamtime Classic.

(i) "Maintenance Software" includes both Upgrades and Updates to the Streamtime Classic product only. It does not include upgrades or updates to any third party software including FileMaker Pro and FileMaker Pro Server unless this is specifically stated in writing at the time of purchase.

(ii) "Upgrade" means an improvement to the existing Streamtime Classic product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left or right of the decimal point in the product version number (e.g., an upgrade from Streamtime 10.0 to 11.0, or an upgrade from version 10.0 to 10.5).

(iii) "Update" means bug fix updates to the Streamtime Classic and streamtime.net products containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards. Updates are identified by a change in the number to the right of the "v" in Streamtime Classic (e.g., Streamtime 10.0v5), or via email or in-app communication within Streamtime.net

(iv) As part of this Agreement, Your rights to use the Software will extend to the Maintenance Software that is commercially released during the term of this Agreement. SA will provide or make available to You a master copy of such Maintenance Software commercially released during the term of this Agreement. "Maintenance Software", "Upgrades" and "Updates" are available free of charge to You if you are a Subscriber or considering Subscribing.

(v) Restrictions and Disclaimers.

MAINTENANCE SOFTWARE WILL BE DEVELOPED AND RELEASED BY SA AND ITS LICENSORS IN THEIR SOLE DISCRETION. SA AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THEY WILL DEVELOP OR RELEASE ANY MAINTENANCE SOFTWARE DURING THE TERM OF THIS AGREEMENT. SA AND ITS LICENSORS DO NOT WARRANT THAT THE MAINTENANCE SOFTWARE WILL BE PROVIDED TO You OR MADE AVAILABLE WITHIN ANY SPECIFIED TIME PERIOD FOLLOWING THE COMMERCIAL RELEASE OF SUCH MAINTENANCE SOFTWARE.

(b) Streamtime.net.

(i) Streamtime.net (not Streamtime Classic) is hosted in the cloud, so when it comes to updates and maintenance, everyone (including 'You'), gets them as we release them. We release improvements nearly every month and sometimes every 2 weeks.

(ii) "Update" means bug fix updates to streamtime.net products containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards. Updates are identified via email or in-app communication within Streamtime.net

4. Term & Termination.

(a) Initial Term. This Agreement will commence on the contract date specified in your order or subscription ("Contract Date") and the initial term of this Agreement ("Initial Term") will end on the expiry date specified in your order ("Expiry Date").

(b) Renewal Term(s).

Following the Initial Term or any subsequent term, the Agreement will automatically be renewed for a further term of equal length to the most recent term unless prior to the expiry of the said most recent term You give electronic notice to terminate the Agreement in accordance with SA's termination procedure in force at the relevant time. Unless the You

gives such notice in compliance with SA's termination procedure prior to expiry of the said most recent term, the You must pay SA's license fees for renewal of the Agreement. SA will confirm such renewal by allowing continued use of the software. Streamtime's home screen states the new Expiry Date. Prior to the expiry of any term, You may also request that the duration for the renewed term of the Agreement be varied to such longer or shorter period as is permitted in SA's renewal policy in force at the time of expiry of the then most recent term.

Woah, sorry, that was the lawyers again. In a nutshell, you're in complete control of your subscription period and when it renews. You can manage this from your account settings from within the product.

(c) Breach.

If any breach of this Agreement by You continues for more than ten (10) days after receipt of written notice of such breach by SA, SA may terminate this Agreement by written notice to You, whereupon this Agreement and all rights granted to You herein shall immediately cease and the Streamtime software solution will be de activated. Breach of this Agreement includes, but is not limited to, Your failure to pay any license fees when due.

And - to be fair, we'll be held by the same rule. If You are unable to use the solution for more than ten (10) days you have every right to cancel (see below). That said, our uptime on streamtime.net since April 2016 is 99.9%. You can check our uptime here: <https://streamtime.statuspage.io/#month>

(d) Effect of Termination.

Upon expiry or termination of this Agreement for any reason, all licenses under this Agreement are immediately terminated, and You will cease all use, installation and copying of the Software. Any fees (including pre-paid fees) paid to SA under this Agreement are non-refundable upon expiry or termination of this Agreement, and You shall remain liable to pay to SA any additional fees that You had become liable to pay prior to the said expiry or termination.

(e) Survival.

Sections 1(b), 2, 4, 5, 6, 7 and 11 shall survive expiry or termination of this Agreement.

5. Limited Warranty.

SA warrants for a period of ninety (90) days from the Contract Date that the Software as provided by SA will substantially conform to the published specifications for the Software available from SA. SA's entire liability and Your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at SA's option, replacement of the media, or repair or replacement of the Software. No refunds are available. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY SA AND SA AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH Your ENJOYMENT OF THE SOFTWARE (or these terms and conditions of course) OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. SA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET Your REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE AND/OR THE PROVISION OF ANY RELATED SERVICES BY SA AND/OR ITS AGENTS OR CONTRACTORS WILL BE UNINTERRUPTED OR ERROR-FREE, OR

THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, SA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SA, OR AN AUTHORIZED REPRESENTATIVE OF SA SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO You.

IN EACH AND ANY CASE, SA'S AND SA AND ITS LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

6. Limitation of Remedies and Damages.

UNDER NO CIRCUMSTANCES, (INCLUDING WITHOUT LIMITATION NEGLIGENCE), SHALL SA, OR ITS LICENSORS AND CONTRACTORS (1) BE RESPONSIBLE TO YOU FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SOFTWARE AND/OR OUR SERVICES, INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE AND/OR OUR SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF OUR SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF OUR SERVICES FOR ANY REASON, INCLUDING WITHOUT LIMITATION AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE AND/OR OUR SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA AND/OR (2) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA) THAT RESULT FROM ANY BREACH OF CONTRACT BY SA AND/OR THE USE OR INABILITY TO USE THE SOFTWARE AND/OR THE PROVISION OF ANY SERVICES BY SA, AND ALL THE ABOVE LIMITATIONS APPLY EVEN IF SA, ITS LICENSORS OR AN AUTHORIZED REPRESENTATIVE OF SA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO You. In no event shall SA's or its licensors' total liability for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid under this Agreement. The parties agree that this limitation of remedies and damages provision shall be enforced independently of and survive the failure of essential purpose of any warranty remedy. THE

ABOVE LIMITATION WILL NOT APPLY IN CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

7. Audit.

No more than once per year and during ordinary business hours (after giving reasonable advance notice) SA, or at either party's option, an independent third party reasonably acceptable to both parties, may audit You and your records relating to your payment obligations under this Agreement for the purpose of confirming your compliance with this Agreement. At SA's request, You will provide a knowledgeable employee to assist in such audit. If such audit reveals that you have underpaid amounts owing to SA under this Agreement, You will promptly pay SA such past due amounts. If the amount which You have underpaid in any period exceeds ten percent (10%) or more of the amounts actually owed to SA for such period, You will promptly reimburse SA for the direct out-of-pocket expenses incurred in conducting such audit.

8. Support.

SA will provide paying subscribers technical support services via email or digital chat / video call for Your use of the Software under this Agreement. You will not be billed for this technical support. Free subscribers are not guaranteed technical support or minimum response times. SA may offer consulting services including, but not limited to, advice on workflow, business or project management, or full team training which it may choose to charge a fee for. Any additional fees for these services will be agreed with You before commencing.

We pride ourselves on our service and support and we use intercom which is an email and chat based system to log and ticket issues. We request that you please use this system for customer service requests or help@streamtime.net as this is our quickest response channel. Social media is used for public communications only. We have the following service response targets that we often exceed.

The targeted response time for technical support is dependant upon severity of problem:

- o High - 6 working hours. Defined as being unable to invoice or access billing.
- o Medium - 1 working day. Defined as being unable to raise jobs, view projects or use timesheets.
- o Normal - 2 working days.

The timelines above are when SA will commence work on the issue. If the problem cannot be resolved within the timeline stated due to complexity you will be given an estimated time / date of resolution.

SA reserves the right to limit each support call to half an hour and to limit each call to one incident, which is defined as a single support issue or question. SA may also limit or terminate support service to a customer who uses the service in an irregular, excessive, abusive or fraudulent manner.

Worldwide Support is limited to the term of subscription and is available between 11pm Sunday and 5.00pm Friday GMT. Service availability may occasionally deviate from stated hours due to downtime for systems and server maintenance and observed public holidays. SA cannot guarantee that you will not experience some delay in having one of our technical support consultants answer your query - as request volumes fluctuate so too will response time –SA does however aim to respond to all requests within 2 working days.

Software upgrades of Streamtime Classic requires the system to be shut down and can be performed by the end user. Alternatively the Streamtime file can be sent to SA to perform the upgrade. The updates are applied and the system sent back. The turnaround time for the upgrade will be agreed with you in advance. Software upgrades of the underlying database platform (FileMaker Pro and FileMaker Pro Server), or other third party software products deployed within Streamtime are not included unless agreed in writing at the time of purchase.

The Support Services for Streamtime Classic to be provided by SA exclude the following:

- (a) The correction of errors or defects in the Software caused by operation of the Software in a manner other than that specified or intended by SA;
- (b) The correction of errors or defects in the Software caused by any modification, revision, variation, translation, or alteration of the Software not authorized by SA;
- (c) The correction of errors or defects in the Software caused by the use of computer programs not approved by SA;
- (d) The correction of errors or defects in the Software caused by the failure of you to provide suitably qualified and adequately trained staff for the operation of the Software;
- (e) The rectification of defects or errors in the Software caused by a fault in the equipment on which the Software operates;
- (f) The correction of connectivity issues caused by third-party services, service providers, hardware or software (including FileMaker Pro), or networking problems.
- (g) Inquiries on application consulting or training.
- (h) Backup or maintenance of server or client computers or software running the Streamtime software.
- (i) The correction of defects or errors in the Software arising directly or indirectly out of your failure to comply with this Agreement, or any other agreement between the parties relating to the Software; or (j) On-site support at your premises.
- (k) iPhone and Web Application support – these items are self install and paid

9. Hosting Services

If SA agrees to provide hosting services to you in connection with the use of the Software, the following terms of service shall apply (in addition to SA's general terms of service).

SA may change, discontinue, or deprecate any of its hosting services or change or remove features or functionality of the hosting services at any time and from time to time. SA will notify you of any material change to or discontinuation of the hosting services.

SA may use third party hosting service providers to provide hosting services to you, and may from time to time change which third parties it use. You agree to abide by any terms of service specified by the actual third party that provides hosting services in connection with your use of the Software where those terms of service apply to you. You must compensate SA for any loss SA suffers in connection with any breach by you of any such terms of service. You must give SA the benefit of any limitations that are set out in such terms of service that are applicable to the provision of hosting services to you.

You are responsible for maintaining the security of your account and password. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have their own logins under your account). You may not use any SA services for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).

10. Export Law Assurances.

You may not use or otherwise export or re-export the Software except as authorized by New Zealand and United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Software you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

11. Government End Users.

All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252-227-7013 (OCT 1988), as applicable.

12. General Terms.

This Licence shall be governed by and construed under the laws of New Zealand regardless of conflict of law principles and any proceedings arising out of or in connection with this Licence may be brought in any court of competent jurisdiction in New Zealand. You agree to submit to the exclusive jurisdiction of the New Zealand Courts. This License constitutes the entire agreement between the parties with respect to the Software licensed under these terms, and it supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter. You acknowledge and agree that it has not relied on any representations made by SA, however, nothing in this License shall limit or exclude liability for any representation made fraudulently. No amendment to or modification of this License will be binding unless in writing and signed by SA. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. No failure or delay by SA in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of SA shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy.

13. Arrears

If You are in arrears to SA for services rendered including but not limited to training, support, Pipeline or subscription, SA reserve the right to terminate services until such time as payment is made.

14. Terms and Conditions

SA reserve the right to amend or change these terms and conditions at anytime. Changes will be posted to our website <https://streamtime.net/downloads/streamtime-terms.pdf> and shall be deemed to be sufficient notice to you of the changes to these terms.

15. Activation

Streamtime software is activated via the internet at a frequency equal to Your payment frequency. It is Your responsibility to provide an open internet connection during activation.

Activation frequency is displayed on the home screen of Streamtime. Activation is required to allow continued use of the software.

16. Promotions and Special Offers

(a) SA may offer discounts and special offers to new and existing customers. These offers are at our discretion and can be restricted to certain customers.

(b) Referral program. SA operates a referral program for You if you have a subscription. We reserve the right to reward You for a referral that results in a successful paid subscription. These rewards may differ in immediacy and value. If we are unable to supply you with your reward we will credit your account with an equal valued period of subscription time. Details of the program can be found by selecting the “Refer a Friend” link within the menu when you are logged in to your subscription at Streamtime.net.

EXHIBIT A

STREAMTIME LICENSE AGREEMENT - Required Termination Notice

Following the expiry or termination of this Agreement for any reason, You must submit the following notice to STREAMTIME AUSTRALIA PTY LIMITED on Your letterhead. If this notice is not received prior to the Expiry Date, then Streamtime will invoice You for the license renewal fees, and You are obligated to continue paying the license renewal fees for the next renewal period. Your obligation to pay for additional renewal periods will continue until Streamtime receives the signed notice below via email to accounts@streamtime.net prior to the expiration date for the then-current renewal period.

[Print on You's Letterhead] [Date]

STREAMTIME AUSTRALIA PTY LIMITED 39 Harbour View Terrace, Cass Bay, Lyttelton 8082,
New Zealand

_____ ("You")

acknowledges that the Streamtime License Agreement between You and STREAMTIME AUSTRALIA PTY LIMITED has terminated. You confirm that it has ceased all use of the Streamtime software licensed under this Agreement and that all copies of the Streamtime software in Your possession have been deleted or destroyed.

"You"

By (Signature):

Printed Name:

Title:

Date:

ALTERNATIVELY

you can submit a termination notice by logging into your account at <https://streamtime.net> and requesting for your service to be terminated.