END USER SOFTWARE LICENSE AGREEMENT

ErgVideo Player and ErgVideo Multimedia Content LICENSE AND TERMS OF USE.

Copyright © ErgVideo Inc. 2018. All rights reserved. Protected by the copyright laws of Canada, the United States and by international treaties.

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY PURCHASING or INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 3; TRANSFERABILITY IN SECTION 7; WARRANTY IN SECTION 8; AND LIABILITY IN SECTION 10. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE. A COPY OF THIS AGREEMENT IS DISPLAYED ON THE PURCHASE PAGE AT THE ERGVIDEO WEBSITE <u>http://www.ergvideo.com</u>.

IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM.

The use of this product is governed by the terms and conditions set forth below. Please read them carefully. This License Agreement is applicable to the ErgVideo Player software and all of the ErgVideo multimedia content (video and data files contained and produced). You are deemed to have read, understood and accepted the terms of this License Agreement when you purchase or install or use the ErgVideo application and multimedia content, hereinafter referred to as the ERGVIDEO PRODUCTS.

1 Definitions

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"**Software**" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) ErgVideo Inc. or third party computer information or software; (ii) digital images, stock photographs, clip art, sounds or other artistic works ("Stock Files"); (iii) related explanatory written materials or files ("Documentation"); and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by ErgVideo Inc.(collectively, "Updates").

"Licensed Content" means the ErgVideo video files and their power-specification profiles. (Note the change: Aug 2018, distinguishes "Software" and "Licensed Content").

"**Use**" or "**Using**" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

"Licensee" means You or Your Company, unless otherwise indicated.

"**Permitted Number**" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by ErgVideo Inc.

"**Computer**" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Licensor" means ErgVideo Inc., located at 443 Churchill Ave N, Ottawa, Ontario, Canada, K1Z 5E1.

2. Software License

While you comply with the terms of this End User License Agreement (the "Agreement"), ErgVideo Inc. grants to you a non-exclusive license to Use the Software for the purposes described in the Documentation. Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials.

3. General Use

You may install and use a copy of the **Software** on any compatible computer. To use the software, you must provide the necessary account information. To function correctly, the software requires some identifiers to be collected, and an active account at ErgVideo.com. You agree to this collection by ErgVideo Inc.

You may install and use a copy of the **Licensed Content** on a single compatible computer. The Permitted Number is 1. This definition is strict and shall not be construed to imply any other meaning. Removal from one computer for installation to another is not implied and is not included. You may install the software and licensed content as often as necessary on the single, original computer. A limited number of exceptions to install on replacement computers may be granted upon requesting to the licensor, ErgVideo Inc.

ErgVideo Inc. shall grant separate license(s) upon additional payment(s) of the purchase price (for each one) should you wish to install and use the **Licensed Content** on other computers.

ErgVideo may be installed and licensed in a manner so that it can be used by all users of the single computer on which it is installed and licensed. However, installations on networks or network disk drives to enable use at multiple computers is prohibited.

3a Subscriptions.

You may use a subscription on a single computer only. While the **Software** can be installed on multiple computers, the functions of subscription access by the software are limited to operating on a single computer per subscription. Transfers of a subscription to replacement computers are limited by the licensor.

4. Collection of data

To automate license management and simplify it for the user, subscription management, verification of terms of use compliance, as well as to facilitate customer support, error reporting, and direct-from-ErgVideo user-customized advertising, ErgVideo may collect the data required for these purposes. Use of this data is governed by our Privacy Policy.

5. Backup Copy

You may make one backup copy of the Software and the Licensed Content, provided your backup copy is not installed or used on any computer. You may not transfer the rights to a backup copy.

6. Stock Files

You may not display, modify, reproduce or distribute any of the Stock Files included with the Software or licensed content, or derivative works thereof. The Stock Files constitute the primary value of the product being distributed. Stock Files may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third-party intellectual property rights or in any otherwise illegal manner. You may not claim any trademark rights or copyrights in the Stock Files or derivative works thereof.

7. Intellectual Property Rights

The Software and any copies that you are authorized by ErgVideo Inc. to make are the intellectual property of and are owned by ErgVideo Inc. and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of ErgVideo Inc. and its suppliers. The Software is protected by copyright, including without limitation by Canada's Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in Section 2 ("Software License").

Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.

You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under applicable law.

You also agree to not tamper with or reverse engineer network access protocols or endpoints used by the software to implement the streaming services or client-server communications. Detection of tampering or investigative behavior will result in termination of all licenses.

8. Transfer

You may not rent, lease, sublicense or authorize all or any portion of the Software, Licensed content, or subscriptions to be copied onto another user's computer. Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Software.

ErgVideo Inc. shall grant separate license(s) upon additional payment(s) of the purchase price (for each one) should you or a transferee wish to transfer, install and use the Licensed Content on other computers.

9. Termination

ErgVideo Inc reserves the right to terminate the license should non-compliance to these terms be determined, detected, or reasonably suspected.

Refusal to provide the necessary information to establish and maintain an active user-profile *account* at ErgVideo.com will also terminate all licenses to software and licensed content. Deactivating the *account* at ErgVideo.com will terminate all licenses to use the software and the licensed content immediately.

Be advised that merely cancelling a subscription is NOT the same as deactivating an account.

Subscriptions can be enabled and disabled by the user according to desired use patterns, and your *account* and licenses will remain active for non-subscribed licensed content and software, as well as to make convenient your re-subscribing for services later. Fully **deactivating an account** is accomplished only when either: 1) you've requested that ErgVideo Inc. deactivate and remove the account or 2) using website account profile management tools that allow you to delete your user profile at the ErgVideo.com website. In both cases, the licenses for the Software and Licensed Content are terminated.

10. NO WARRANTY

The Software is being delivered to you "AS IS" and ErgVideo Inc. makes no warranty as to its use or performance. ErgVideo Inc. and its suppliers do not and cannot warrant the performance or results you may obtain by using the software. Except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by law applicable to you in your jurisdiction,

ErgVideo Inc. And its suppliers make no warranties conditions, representations, or terms (express or implied whether by statute, common law, custom, usage or otherwise) as to any matter including without limitation non-infringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose.

11. Pre-release Product Additional Terms

If the product you have received with this license is pre-commercial release or beta Software ("Pre-release Software"), then the following Section applies. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supersede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict. You acknowledge that the Software is a pre-release version, does not represent final product from ErgVideo Inc., and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is provided to you "AS-IS", and ErgVideo Inc. disclaims any warranty or liability obligations to you of any kind. Where legally liability cannot be excluded for pre-release software, but it may be limited, ErgVideo Inc.'s liability and that of its suppliers shall be limited to the sum of one dollars (u.s. \$1) in total. You acknowledge that ErgVideo Inc. has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that ErgVideo Inc. has no express or implied obligation to you to announce or introduce the Pre-release Software and that ErgVideo Inc. may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. During the term of this Agreement, if requested by ErgVideo Inc., you will provide feedback to ErgVideo Inc. regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, such as the ErgVideo Inc. Serial Agreement for Unreleased Products, your use of the Software is also governed by such agreement. You agree that you may not and certify that you will not sublicense, lease, loan, rent, or transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by ErgVideo Inc. of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from ErgVideo Inc. and to abide by the terms of the End User License Agreement for any such later versions of the Pre-release Software. Notwithstanding anything in this Section to the contrary, if you are located outside the United States of America or Canada, you agree that you will return or destroy all unreleased versions of the Pre-release Software within thirty (30) days of the completion of your testing of the Software when such date is earlier than the date for ErgVideo Inc.'s first commercial shipment of the publicly released (commercial) Software

12. LIMITATION OF LIABILITY

In no event will ErgVideo Inc. or its suppliers be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if an ErgVideo Inc. representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. ErgVideo Inc.'s aggregate liability and that of its suppliers under or in connection with this agreement shall be limited to the amount paid for the software, if any. Nothing contained in this Agreement limits ErgVideo Inc.'s liability to you in the event of death or personal injury resulting from ErgVideo Inc.'s negligence or for the tort of deceit (fraud). ErgVideo Inc. is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact ErgVideo Inc.'s Customer Support Department.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Ontario, Canada.

14. General Provisions

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of ErgVideo Inc.. Updates may be licensed to you by ErgVideo Inc. with additional or different terms. This is the entire agreement between ErgVideo Inc. and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

15. Acceptance

Your acceptance of the terms of use of ERGVIDEO PRODUCTS electronically, by taking the affirmative act of clicking on any acceptance button and by purchasing our products, shall be deemed to be your signature to this Agreement to the same extent as if your written signature was contained hereon. Our waiver of any breach of this Agreement shall not constitute an amendment to this Agreement or our waiver of subsequent breaches hereof. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Additionally, any provision that is deemed to be unenforceable or invalid shall be interpreted to the maximum extent of enforceability.