

## **griptools.io Electronic End-User License Agreement**

*Last updated June 7, 2018. This version replaces all previous versions.*

### **1. Definitions.**

"LICENSOR" means FRIESLAND AV & MULTIMEDIA, Techumerdyk 8c 9084AJ Goutum, The Netherlands

"ASSETS" means the LICENSOR's SOFTWARE APPLICATION(S) and SERVICES such as our WEBSITE(S), HELP SYSTEM, MANUALS and RELATED DOCUMENTATION or PORTION'S THEREOF, WHETHER ON DISK, IN READ ONLY MEMORY, IN DOWNLOAD PACKAGE, ON ANY OTHER MEDIA OR IN ANY OTHER FORM. THE ASSETS MAY ALSO INCLUDE ANY UPGRADES, MODIFIED VERSIONS, UPDATES, ADDITIONS, ANY CONTENT THAT WE PROVIDE TO YOU, SUCH AS A SOFTWARE SDK, SAMPLES AND COPIES. THIS AGREEMENT GOVERNS THE TERMS OF USE of the LICENSOR'S ASSETS BY YOU (HERINAFTER "CUSTOMER"). The CUSTOMER may use the ASSETS only on the Permitted Number of Compatible Computers (HERINAFTER "SEAT'S"). THIS AGREEMENT IS A CONTRACT. The CUSTOMER SHOULD CAREFULLY READ ALL THE TERMS AND CONDITIONS BEFORE USING OR INSTALLING THE ASSETS. BY INSTALLING OR USING THE ASSETS, The CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. The CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE AGAINST the CUSTOMER LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY the CUSTOMER. IF the CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, the CUSTOMER MUST NOT USE THE ASSETS.

### **2. Licensing.**

The LICENSOR grants the CUSTOMER as an individual, a non-transferable, non-exclusive license to use the ASSETS only in accordance with the terms and conditions set forth herein.

The ASSETS are LICENSED, NOT SOLD, to the CUSTOMER, by FRIESLAND AV & MULTIMEDIA.

The ASSETS are available on a license-basis. The CUSTOMER may install and use the ASSETS only on the Permitted Number of SEAT'S. The CUSTOMER may purchase a multi- license to use the ASSETS on more than one SEAT simultaneously.

The Customer agrees that the LICENSOR may change the type of ASSETS (such as specific components, platforms, languages, etc.) at any time and shall not be liable to the Customer whatsoever for such change. The Customer agrees that the LICENSOR may block the usage of all versions prior to the most recent at any time.

Ongoing access to the ASSETS requires:

- (a) a USER ACCOUNT, consisting of the CUSTOMER name password and payment information.
  - (b) a recurring Internet connection to activate, renew, and validate the license,
  - (c) The LICENSOR or its authorized reseller's receipt of payments, and
  - (d) the CUSTOMER's agreement to the license terms and other additional terms and conditions that are available at the time of purchase.
- If the LICENSOR cannot validate the license periodically, then the ASSETS may become inactive without additional notice until the LICENSOR is able to validate the license again.

The ASSETS may AUTOMATICALLY CONNECT TO THE INTERNET. The ASSETS may also require activation or registration.

### **3. activation, Internet connectivity, and privacy.**

-The ASSETS may cause the CUSTOMER's computer, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) and to communicate with a LICENSOR website or LICENSOR server for purposes such as validating the ASSETS license and providing the CUSTOMER with additional information, features, or functionality (See "Privacy Policy").

-The ASSETS may require the CUSTOMER to

- (a) obtain an ID,
- (b) activate or reactivate the Software, including activation of certain components or features,
- (c) register the software
- (d) validate the Membership.

Such requirement may cause the CUSTOMER's Computer to connect to the Internet without notice on install, on launch, and on a regular basis thereafter. Once connected, the Software will collect and transmit information to the LICENSOR.

The ASSETS or the CUSTOMER may also receive information from the LICENSOR related to the CUSTOMER's license. The LICENSOR may use such information to detect or prevent fraudulent or unauthorized use not in accordance with a valid license. Failure to activate or register the ASSETS, validate the license, or a determination by The LICENSOR of fraudulent or unauthorized use of the ASSETS may result in reduced functionality, inoperability of the ASSETS, or a termination or suspension of the license.

### **4. Permitted Uses and Restrictions.**

The CUSTOMER may use the ASSETS only on the Permitted Number of SEAT'S AND only during the License Term.

The CUSTOMER may deactivate and uninstall the ASSETS from its Computer in order to install and activate the ASSETS on another Computer in accordance with this agreement. This requires Internet connectivity.

The ASSETS are compatible with macOS and WINDOWS operating systems. In the case of a single SEAT license the CUSTOMER is granted to install the ASSETS on both platforms, but may not use the ASSETS on both platforms at the same time. The CUSTOMER needs to sign-out on the first computer before going to the second. A 2 seat license allows use on 2 computers at the same time.

The CUSTOMER agrees not to transfer, assign, rent, lease, sublicense, lend or sell the ASSETS to any other person or entity, except as expressly provided herein, and that any attempt to do so in any other way is NOT ALLOWED. The CUSTOMER agrees not to use, copy or modify the ASSETS, in whole or in part, except as expressly provided for in this Agreement. If the ASSETS is an upgrade, may use the ASSETS only on conjunction with the upgraded product. The CUSTOMER may not distribute or otherwise make the ASSETS or Documentation available to any third party.

If the ASSETS are obtained under an volume license program (multiple SEAT's) by any licensee other than an educational volume licensee, then the extra SEAT's must be used solely for the benefit and business of that volume licensee. Customer shall not store or install the ASSETS on a Server.

#### **5. Intellectual Property.**

The LICENSOR remains the sole owner of all right, title, and interest in the ASSETS. The LICENSOR reserves all rights not granted under these terms.

#### **6. Pre-release Version.**

The ASSETS may come in the persona of a Pre-release or beta version. The Pre-release version does not represent the final product and may contain bugs that may cause system or other failure and data loss. We may choose not to commercially release the Pre-release version. The CUSTOMER must promptly cease using the Pre-release version and destroy all copies of Pre-release version if we request The CUSTOMER to do so, or if we release a commercial version of the Pre-release version. Any separate agreement we enter into with The CUSTOMER governing the Pre-release version will supersede the provisions on Pre-Release version set out in this section.

#### **7. Copyright.**

The ASSETS and its structure, organization, and code are valuable trade secrets of FRIESLAND AV & MULTIMEDIA. The ASSETS are protected by Dutch copyright law, international copyright treaty's provisions and all other applicable national laws. The ASSETS are licensed, not sold. The CUSTOMER agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or modify the functionality of the. Except as stated in this agreement, this agreement does not grant The CUSTOMER any property rights in the ASSETS, including intellectual property rights. The CUSTOMER acknowledges that The CUSTOMER is receiving a limited license to use the ASSETS and that the LICENSOR retains the ownership of the ASSETS. The CUSTOMER acknowledges that The LICENSOR has a valuable proprietary interest in the ASSETS. The CUSTOMER may not rent, lease, sub-license or sell the ASSETS. The CUSTOMER may not use, copy, modify, or transfer the ASSETS or any copy, modification, or merged portion in whole or in part without express permission from The LICENSOR.

#### **8. Upgrades**

If a part or the whole of the ASSETS is labeled as an upgrade, the CUSTOMER must be properly licensed to use a product identified by the LICENSOR as being eligible for the upgrade in order to use the ASSETS. ASSETS labeled as an upgrade replaces and/or supplements the product that formed the basis for the CUSTOMER's eligibility for the upgrade. The CUSTOMER may use the resulting upgraded product only in accordance with the terms of this Agreement.

#### **9. User Account**

The CUSTOMER is responsible for all activity that occurs via the CUSTOMER account. Please notify our customer support immediately if the CUSTOMER becomes aware of any unauthorized use of the CUSTOMER's account. The CUSTOMER may not (a) SHARE the CUSTOMER's account information (except with an authorized account administrator) or (b) use another person's account. The CUSTOMER's account administrator may use the account information to manage the CUSTOMER's use and access to the ASSETS.

#### **10. Limitation of Liability**

The ASSETS are intended for domestic or educational use only.

A personal computer running under an operating system like MS Windows or Mac OS is not a real-time system. As a result, the virtual IO, actuator control, visualizing and measuring systems, are subject to the operating system timing. This may cause short hiccups and timing errors. Although the LICENSOR has done its best to make sure that all functions are accurate within the given limits, the LICENSOR cannot guarantee flawless overall functioning. Operating hazards warning: Although the LICENSOR strongly advises to do not, the ASSETS enable control of very powerful hardware, due to the nature and flexibility of the ASSETS. Working with this powerful hardware may lead to dangerous situations as:

- Connecting powerful motors, servos, complex lighting equipment.
- Computer, software, power grid, cabling or mechanical malfunction.

We have implemented several systems to protect the CUSTOMER, the CUSTOMER's environment and the hardware from severe harm or damage. Please be aware of these dangers and always be sure to take care of adequate precautionary measures in whatever situation.

- Before connecting any hardware be sure that there is no danger for the CUSTOMER self, personnel or the environment.
- Check if optional hardware is mechanically adequately fixed
- Check all cabling and power supply.
- Be sure that working with the ASSETS does NOT CAUSE UNEXPECTED DANGEROUS MOTION FROM ACTUATORS OR OTHER CONNECTED DEVICES.

Connect only domestic and small scale hardware to ASSETS outputs.

The ASSETS are not authorized for use in safety-critical applications where a failure of the ASSETS would reasonably be expected to cause severe personal injury or death. Safety-critical applications include, without limitation, life support devices and systems, equipment or systems for the operation of nuclear, genetic, chemical facilities and weapon systems. The ASSETS are not designed nor intended for use in automotive applications or in a automotive environment.

IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS BE LIABLE TO FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR LOST SAVINGS, LOSS OF BUSINESS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, LOSS OF USE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM THEREOF, WHICH MAY BE CAUSED BY, DIRECTLY OR INDIRECTLY, THE INADEQUACY OF THE ASSETS FOR ANY PURPOSE OR ANY USE THEREOF, OR BY ANY DEFECT OR DEFICIENCY THEREIN, EVEN IF A REPRESENTATIVE OF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE CUSTOMER WILL INDEMNIFY THE LICENSOR AND THE LICENSOR'S SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, FROM ANY CLAIM, DEMAND, LOSS, OR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO THE CUSTOMER'S USE OF THE ASSETS, OR THE CUSTOMER'S VIOLATION OF THESE TERMS. IN NO EVENT, SHALL THE LICENSOR OR ITS SUPPLIERS HAVE

LIABILITY UNDER THIS AGREEMENT IN EXCESS OF THE LICENSING FEES PAID BY THE CUSTOMER HEREUNDER. THE CUSTOMER'S EXCLUSIVE REMEDY SHALL BE, IN THE LICENSOR OR ITS SUPPLIERS SOLE DISCRETION, EITHER (1) REPAIR OR REPLACE THE ASSETS OR (2) REFUND THE LICENSING FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. THE REFUNDING PERIOD IS LIMITED TO A THIRTY (30) DAYS AFTER PURCHASE. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### **11. Disclaimer of Warranty.**

THE LICENSOR IS PROVIDING THE CUSTOMER THE ASSETS "AS-IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ASSETS IS WITH THE CUSTOMER. THE LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE ASSETS WILL MEET THE CUSTOMER'S REQUIREMENTS AND THAT THE OPERATION OF THE ASSETS WILL BE UNINTERRUPTED OR ERROR FREE. THE LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THE CUSTOMER MAY OBTAIN BY USING THE ASSETS. THE CUSTOMER MAY USE AND ACCESS THE ASSETS AT THE CUSTOMER'S OWN DISCRETION AND RISK, AND THE CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE AND ACCESS OF THE ASSETS.

#### **12. Governing Law.**

This Agreement will be governed by the laws of the Netherlands, and is protected by Dutch copyright laws, other applicable copyright laws and international treaty provisions without regard to conflict of law principles. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance and the rest of the Agreement, which shall remain valid and enforceable according to its terms. The CUSTOMER may not ship, transfer, or export the ASSETS into any country or used in any manner prohibited by any export laws, restrictions or regulations. The CUSTOMER may not assign or otherwise transfer the terms of this Agreement or the CUSTOMER's rights and obligations under these terms, in whole or in part, without our written consent and any such attempt will be void. The LICENSOR may transfer LICENSOR's rights under these terms to a third party. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms. LICENSOR's failure to enforce or exercise any of these terms is not a waiver of that section.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE BREACH THEREOF, WILL BE SETTLED IN THE NETHERLANDS BY ARBITRATION OF A DUTCH COURT. SUCH ARBITRATION SHALL BE HELD IN (I) THE NETHERLANDS, OR (II) THE CITY IN WHICH THE LICENSOR'S PRINCIPAL PLACE OF BUSINESS IN THE NETHERLANDS IS LOCATED. ANY FINDING OF THE ARBITRATOR MUST BE FILED WITHIN 30 DAYS OF THE FINAL ARBITRATION HEARING. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES SHALL ARBITRATE DISPUTES IN CONFIDENCE. THE CUSTOMER MAY ONLY RESOLVE DISPUTES WITH THE LICENSOR ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

#### **13. Termination**

The LICENSOR may stop using the ASSETS at any time by terminating the CUSTOMER's account. Termination of the CUSTOMER's account does not relieve the CUSTOMER of any obligation to pay any outstanding fees.

Unless stated otherwise here, the LICENSOR may at any time terminate this Agreement (and the CUSTOMER's access to the ASSETS) with the CUSTOMER if:

- (a) the CUSTOMER breach of any provision of the terms of this agreement (or act in a manner that clearly shows the CUSTOMER does not intend to, or is unable to, comply with these terms).
- (b) the CUSTOMER fails to make the timely payment of fees for the ASSETS.
- (c) the LICENSOR is required to do so by law.
- (d) the LICENSOR elects to discontinue the ASSETS, in whole or in part.

This Agreement shall automatically terminate upon failure by the CUSTOMER to comply with its terms.

Upon expiration or termination of these terms, any perpetual licenses the CUSTOMER have been granted, the CUSTOMER's indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Agreement, some or all of the ASSETS may cease to operate without prior notice.

The CUSTOMER may terminate the CUSTOMER's license following the applicable procedures using the ASSETS online services.

#### **14. Disclosure.**

The LICENSOR may access or disclose information about the CUSTOMER, or the CUSTOMER's use of the Services,

- (a) when it is required by law (such as when we receive a valid subpoena or search warrant);
- (b) to respond to the CUSTOMER's requests for service support; or
- (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public.

This Agreement may only be modified in writing signed by an authorized officer of the LICENSOR.

FRIESLAND AV & MULTIMEDIA,

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Website: <http://www.griptools.io> or <http://www.frieslandav.com>

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### 15. Trademarks

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