



Scan/attach/send by email to: businessdevelopment@evoca.com or FAX to: +1 267.378.9945

Evoca Media Services™ Developer Version 1.0 License Agreement

Notice to user: THIS IS A CONTRACT BETWEEN YOU AND EVOCA. BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. Access to the DEVELOPER VERSION is licensed to You as the end user.

1. DEFINITIONS. In this Agreement,

“DEVELOPER VERSION” means the Sample Code, API Information, Documentation, developer tools and other items, all as delivered to you by Evoca and included within the Evoca DEVELOPER VERSION. Because Evoca Media Services is delivered as Software-as-a-Service (SaaS), no software is included as part of the DEVELOPER VERSION.

“Sample Code” means the sample software in source code format, located throughout the online documentation.

“API” is the application programming interface as defined in the online documentation and subject to change at any time by Evoca.

“Documentation” means the online technical publications as applicable, relating to use and administration of the DEVELOPER VERSION accessible to the developer when logged into the Media Management Console.

"Evoca" means Evoca LLC, a Georgia limited liability corporation, P.O. Box 8145, Savannah, Georgia 31412 USA.

"Developer," "You" and "Your" refer to any person or entity acquiring or using the DEVELOPER VERSION under the terms of this Agreement.

"Developer Programs" mean Your application programs or plug-ins designed to function with the Evoca Media Services Software and which may include Sample Code.

2. ROYALTY-FREE LICENSE. Subject to the restrictions contained in this Section 2, Evoca grants to You a nonexclusive, nontransferable, royalty-free license to (i) use the DEVELOPER VERSION only for the purpose of internal development of Developer Programs designed to function with the Evoca Media Services; and (ii) incorporate portions or all of the Sample Code into Developer Programs designed to function with the Evoca Media Services.

Sample Code. Under this Agreement, You may use, modify, and merge the Sample Code with Developer Programs. Any modified or merged portion of the Sample Code is subject to this Agreement.

With respect to any API Information that is not described in the Documentation, You agree that You will treat such API Information with the same degree of care as You accord to Your own confidential information which You exercise reasonable care to protect. Your obligations under this section with respect to such API Information shall terminate when You can document that (i) it was in the public domain at or subsequent to the time it was communicated to You by Evoca through no fault of yours, (ii) it was developed by Your employees or agents independently of and without reference to any information communicated to You by Evoca; or (iii) the communication was in response to a valid

order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

Documentation. You may make copies of the Documentation for use by Your employees or consultants as provided herein, and not for general business purposes, in connection with use of the DEVELOPER VERSION in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that You make must contain the same copyright and other proprietary notices that appear on or in the Documentation. You may not modify the Documentation.

No Reverse Engineering and Other DEVELOPER VERSION Restrictions. You may use the DEVELOPER VERSION, the Documentation, and the API Information solely for the purpose of internal development. You may not (i) include the DEVELOPER VERSION software (except as noted above for Sample Code), Evoca Media Services Software, the Documentation, or API Information in Developer Programs under this Agreement or (ii) sell, sublicense, rent, loan, or lease the DEVELOPER VERSION, Evoca Media Services Software, the Documentation, or API Information to any third party. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the DEVELOPER VERSION or Evoca Media Services Software. Any information supplied by Evoca or obtained by You, as permitted hereunder, may only be used by You for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the DEVELOPER VERSION.

3. PROPRIETARY RIGHTS. The items in the DEVELOPER VERSION are the intellectual property of Evoca and its suppliers and are protected by United States copyright and patent law, international treaty provisions and applicable laws of the country in which it is being used. You agree to protect all copyright and other ownership interests of Evoca and/or its suppliers in all items in the DEVELOPER VERSION supplied under this Agreement. You agree that all copies of the items in the DEVELOPER VERSION, reproduced for any reason by You, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by Evoca in the DEVELOPER VERSION. Evoca and/or its suppliers retain title and ownership of the items in the DEVELOPER VERSION, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, this Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the DEVELOPER VERSION.

4. TERM. This Agreement is effective for thirty (30) days from the date You sign this Agreement. Evoca has the right to terminate Your License immediately, without judicial intervention, if You fail to comply with any term of this Agreement or for any other reason. Upon any such termination You must return all full and partial copies of the items in the DEVELOPER VERSION immediately to Evoca. Evoca has the right to extend Your License upon Your written request.

5. DISCLAIMER OF WARRANTY. Evoca licenses the DEVELOPER VERSION to Developer only on an "as is" basis. Evoca makes no representation with respect to the DEVELOPER VERSION used in the development of Developers Programs for any particular purpose or with respect to their adequacy to produce any particular result. Evoca and its suppliers shall not be liable for loss or damage arising out of this Agreement or from the distribution or use of Developers Programs containing portions of the Sample Code, or from any of the other items in the DEVELOPER VERSION. EVOCA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY THIRD PARTY RIGHT IN RESPECT OF THE ITEMS IN THE DEVELOPER VERSION OR ANY SERVICES RELATED TO THE DEVELOPER VERSION.

Evoca is under no obligation to provide any support under this Agreement, including upgrades or future versions of Sample Code or other items in the DEVELOPER VERSION, to Developer, end user or to any other party. Evoca may offer limited support and will inform the Developer of the status and updates to any DEVELOPER VERSION support program. Evoca is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or restricting obligations, warranties and liability as provided in this Clause 5, but in no other respects and for no other purpose.

6. LIMITATION OF LIABILITY. Notwithstanding any other provisions of this Agreement, Evoca's liability to You under this Agreement shall be limited to the amount paid by You for the DEVELOPER VERSION. IN NO EVENT WILL

EVOCA BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES INCLUDING DAMAGES FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, COSTS, FEES OR EXPENSES OF ANY KIND OR NATURE ARISING OUT OF ANY PROVISION OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE ITEMS IN THE DEVELOPER VERSION, EVEN IF AN EVOCA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY PARTY. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitation or exclusion may not apply to You. Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer.

7. INDEMNIFICATION. Developer agrees to indemnify, hold harmless, and defend Evoca from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use and distribution of Developer Programs that are based upon any information or Sample Code, provided that Evoca gives Developer prompt written notice of any such claim, tenders to Developer the defense or settlement of such a claim at Developer's expense and cooperates with Developer, at Developer expense, in defending or settling such claim.

8. CHOICE OF LAW. This agreement will be governed by and construed in accordance with the substantive laws in force in the State of Georgia, USA, if a license to the DEVELOPER VERSION is obtained when you are in the United States or any other country. The respective courts of Chatham County, Georgia when Georgia law applies shall have exclusive jurisdiction over all disputes relating to this agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9. U.S. GOVERNMENT REGULATIONS. You agree that any Developer Program that includes Sample Code (i) will include in its license agreement a reference to applicable U.S. Government regulations that control licensing of software, and (ii) will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act. In addition, if any part of the DEVELOPER VERSION is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the DEVELOPER VERSION. All rights to use the DEVELOPER VERSION are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

10. WAIVER. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Evoca, its agents or employees, but only by an instrument in writing signed by an officer of Evoca.

11. INTEGRATION. When conflicting language exists between this Agreement and any other agreement included in the DEVELOPER VERSION, this Agreement shall supersede. If either Evoca or Developer employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. You acknowledge that You have read this Agreement, understand it and that it is the complete and exclusive statement of Your agreement with Evoca which supersedes any prior agreement, oral or written, between Evoca and You with respect to the licensing to You of the DEVELOPER VERSION. No variation of the terms of this Agreement will be enforceable against Evoca unless Evoca gives its express consent, in writing signed by an officer of Evoca. The English language version of this Agreement shall be the version used in the event any dispute arises hereunder. All translations of this Agreement are for convenience only and shall not be used by the parties or any court when interpreting or construing this Agreement.

ACCEPTED ON THIS DATE: _____

FOR: Company Name: _____

URL: _____

Mailing address: _____

BY: (Signature) _____

Name: _____

Title: _____

Phone (include country code): _____

Email address: _____

Skype username (if available): _____

Preferred city/country or area code for phone during trial period: _____

For any questions about completing this user agreement, please contact:

businessdevelopment@evoca.com or +1 866-940-9988