



END-USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING THIS PROGRAM.

This End-User License Agreement ("EULA") is a binding legal agreement between You, the "User" (an individual or single entity) and App Dynamic ehf. (the "App Dynamic") concerning App Dynamic's software product AirServer®, including, associated software components, media, printed and electronic documentation (collectively "AirServer").

By installing, copying, or otherwise using AirServer, You agree to be bound by the terms and conditions of this EULA.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL OR USE AIRSERVER.

Date of EULA – September 23rd, 2020

1. LICENSE GRANT

- 1.1. Subject to the terms of this EULA, App Dynamic hereby grants You a limited, personal, revocable, worldwide, non-assignable, non-sublicensable, non-transferable and non-exclusive license to install and use AirServer in object code form only.
- 1.2. You can install and use one (1) copy of AirServer on one (1) computer that belongs to You. You are not permitted any other rights concerning distribution of AirServer.
- 1.3. You agree to use all reasonable efforts to ensure that persons employed by You or under Your direction and control abide by the terms and conditions of this EULA.

2. LICENSE RESTRICTIONS

- 2.1. AirServer is licensed, not sold.
- 2.2. You are not permitted to alter, adapt, merge, translate, modify or otherwise create derivative works from AirServer or any part of AirServer.
- 2.3. You are not permitted to lease, sublease, license, sublicense, sell, resell, rent, loan, redistribute, or make copies (unless expressly permitted under this EULA) of AirServer or any part of AirServer.
- 2.4. You are not permitted to reverse engineer, disassemble, decrypt or decompile, or otherwise reduce AirServer to a human-readable form.
- 2.5. You are not permitted to use AirServer to develop a competing software product, or otherwise in a manner not set forth in the EULA.
- 2.6. You are not permitted to use the Software to transmit software viruses or other harmful computer code, files or programs, or to circumvent, disable or otherwise interfere with security-related features of the Software.
- 2.7. You are not permitted to use the Software for any unlawful purpose, and/or in any manner that breaches this EULA.
- 2.8. You are not permitted to disclose or share your license number with anyone other than App Dynamic.
- 2.9. You are not permitted access to any undocumented APIs.

3. NO OTHER RIGHTS

- 3.1. Any rights not expressly granted to you are reserved by App Dynamic.
- 3.2. Neither this EULA, nor any act by App Dynamic pursuant to or in connection with this EULA shall be construed to provide, either expressly, by implication, by way of estoppel, or otherwise, any license or any rights under any patents, copyrights or any other intellectual property rights of App Dynamic, except as expressly provided in Paragraph 1 of this EULA.

4. UPGRADES AND UPDATES

- 4.1. App Dynamic is not required to provide you with upgrades or updates to the Software. App Dynamic reserves the right to charge for future upgrades or updates of the Software.
- 4.2. To use software identified as an upgrade, you must first be licensed for the Software identified by App Dynamic as eligible for the upgrade. After upgrading, you may no longer use the Software that formed the basis for your upgrade eligibility. You acknowledge and agree that App Dynamic may automatically check the version of the

Software and/or its components that you are utilizing and may provide upgrades or fixes to the Software. The terms of this EULA will govern any upgrades provided by App Dynamic that replace and/or supplement the original Software, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

5. TYPES OF LICENSES

- 5.1. App Dynamic distributes AirServer under different types of licenses (e.g., education, consumer, business, enterprise, etc.) and each type of license contains restrictions. When You purchase a license, You represent that, at the time of purchase, You qualify for that type of license. If Your representation is inaccurate or false, App Dynamic may terminate immediately your license.
- 5.2. Educational License. The Education License is designed and limited for use only by qualifying teachers, students and schools for academic or educational purposes. To purchase an Education License You must provide an educational email address (e.g., .edu). The Education License may not be used for any commercial purpose.
- 5.3. Consumer License. The Consumer License is designed and limited for individuals for their personal non-commercial use.
- 5.4. Business License. The Business License is designed for Your business's own internal use. Only Your employees, contractors and consultants may use AirServer and only for Your benefit so long as such use is in compliance with the terms of this EULA.
- 5.5. Enterprise License. The Enterprise License is designed for Your business's commercial uses, such as hospitality, showroom, broadcasting, signage, etc. Only Your employees, contractors and consultants may use AirServer and only for Your benefit so long as such use is in compliance with the terms of this EULA.
- 5.6. Trial or Evaluation License. The Trial or Evaluation License is available to anyone for a limited duration identified by App Dynamic that begins on installation. At the end of the evaluation period, You must stop using AirServer or pay for AirServer to continue using it. If You fail to pay for AirServer, then Your license terminates. Upon expiration of the evaluation period, You will immediately discontinue use of AirServer and delete and destroy all electronic copies of AirServer including, but not limited to, all user documentation that may have been provided as part of the evaluation from any computing device on which You installed AirServer. Unauthorized use of AirServer beyond the evaluation period, or any attempt to defeat any duration limiting function in AirServer is a material breach of this EULA and will automatically and immediately terminate Your license to use AirServer.

6. HARDWARE AND SOFTWARE COMPATIBILITY.

- 6.1. AirServer operates on a variety of computer operating systems, and with a variety of mobile devices. There is no guarantee that all potential combinations of computer operating systems and mobile devices will function. App Dynamic will make a reasonable effort to maintain an updated table of supported hardware and operating systems at <https://www.airserver.com/compatibility>.

7. OWNERSHIP / INTELLECTUAL PROPERTY RIGHTS

- 7.1. App Dynamic retains the ownership of all copies of AirServer. The words 'purchase' or 'sale' with regard to licenses or software does not imply a transfer of ownership.
- 7.2. AirServer is protected by intellectual property laws and international intellectual property laws and treaties. App Dynamic and its licensors retains all intellectual property rights, title and interest in and to AirServer and all copies of AirServer. You do not acquire any rights, express or implied, to AirServer, other than those specifically set forth in this License.
- 7.3. AirServer contains software code from third parties under various licenses. App Dynamic does not claim any rights to such third-party software code.
- 7.4. You agree not to remove or alter any proprietary or copyright notices on any and all copies of AirServer.
- 7.5. App Dynamic may provide you with support services related to AirServer ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of AirServer and subject to the terms and conditions of this EULA.

8. TERM / TERMINATION

- 8.1. This EULA is effective upon your acceptance of the EULA and remains in effect until terminated.
- 8.2. You may terminate this EULA by destroying all copies of AirServer and any serial number(s) in your possession.
- 8.3. This EULA terminates automatically if you fail to comply with any term or condition. In such event, you agree to destroy all copies of AirServer in your possession.
- 8.4. Upon termination of this EULA, You agree to destroy all copies of the AirServer in your possession.

9. NO WARRANTIES

- 9.1. AIRSERVER IS LICENSED TO YOU "AS IS". APP DYNAMIC AND ITS LICENSORS DO NOT WARRANT THAT THE OPERATION OF AIRSERVER WILL BE UNINTERRUPTED, ERROR FREE, BUG FREE, OR THAT AIRSERVER WILL WORK WITH ALL POTENTIAL COMBINATIONS OF COMPUTER OR DEVICE HARDWARE, OR COMPUTER OR DEVICE OPERATING SYSTEMS.
- 9.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APP DYNAMIC DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR FREEDOM FROM HARMFUL OR DAMAGING COMPUTER SOFTWARE (SUCH AS A WORM, VIRUS, OR BOMB).
- 9.3. APP DYNAMIC DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR ANY CONTENT (TEXT, GRAPHICS, LINKS, FEATURES OR OTHER ITEMS) BEING ACCESSED THROUGH THE USE OF AIRSERVER, AND YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOU OR TO ANY THIRD PARTY RESULTING FROM OR IN ANYWAY RELATED TO SUCH CONTENT.
- 9.4. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN CONDITIONS, WARRANTIES OR GUARANTEES, AND/OR DO NOT ALLOW PRODUCTS TO BE SOLD WITHOUT NO WARRANTIES OR GUARANTEES. ACCORDINGLY, IF THESE LAWS APPLY TO YOU, SOME OF THE BELOW EXCLUSIONS MAY NOT APPLY OR MAY APPLIED IN LIMITED PART TO YOU.

10. DISCLAIMER OF DAMAGES.

- 10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APP DYNAMIC AND ITS AND LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE AIRSERVER (INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS, LOSS OR CORRUPTION OF DATA, BREACH OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR COSTS OF PROCURING SUBSTITUTE GOODS, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY AND WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN

11. LIMITATION OF LIABILITY

- 11.1. APP DYNAMIC SHALL HAVE NO LIABILITY WITH RESPECT TO ANY CONTENT BEING ACCESSED THROUGH THE USE OF AIRSERVER, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENTS OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION.
- 11.2. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY (IN THE AGGREGATE) OF APP DYNAMIC AND ITS LICENSORS AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO APP DYNAMIC FOR YOUR LICENSE.
- 11.3. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS LICENSE CONSTITUTE ESSENTIAL ELEMENTS OF THIS LICENSE AND IN THE ABSENCE OF THOSE ELEMENTS: (A) THE TERMS IN THIS LICENSE WOULD BE SUBSTANTIALLY DIFFERENT; AND (B) APP DYNAMIC'S ABILITY TO OFFER AND YOUR ABILITY TO OBTAIN AIRSERVER OR ANY PORTION THEREOF UNDER THIS LICENSE WOULD BE IMPAIRED. THUS THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. EXPORT CONTROL.

- 12.1. The use of the AirServer is subject to various export control laws and regulations that vary by jurisdiction, and you agree to comply with such laws and regulations. You represent that you are not located in an embargoed country, or a citizen or resident of an embargoed country, or on any country's restricted party list.

13. COMPLIANCE WITH LAWS.

- 13.1. You agree to comply with all applicable laws in your jurisdiction regarding use of AirServer, including, but not limited to, Anti-Piracy and Content-Protection laws. All title and intellectual property rights in and to the content which may be accessed through use of AirServer is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

14. PRIVACY AND DATA PROTECTION.

- 14.1. App Dynamic respects your privacy, and will maintain your personal information pursuant to its Privacy Notice, which may be found at <https://www.airserver.com/privacy>

15. GENERAL TERMS.

- 15.1. This EULA will be governed and construed in all respects in accordance with the laws of the Republic of Iceland, without regard to conflict of law principles. Any dispute arising out of this EULA shall be exclusively brought in the courts in Reykjavik, Iceland. Each Party consents to the jurisdiction and venue of the courts in Reykjavik, Iceland, and hereby waives any defenses based upon venue, the inconvenience of the forum, and/or the lack of personal jurisdiction. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this EULA. Notwithstanding the foregoing, App Dynamic reserves the right to seek and obtain injunctive relief, whether in the form of a temporary restraining order or preliminary injunction from any court of competent jurisdiction (e.g. local courts at the your place of residence or business) prior to, during, or after commencement or legal proceedings. In the event App Dynamic commences legal proceedings related to this EULA and is the prevailing party, Customer shall pay all of App Dynamic's attorneys fees and costs. Costs recoverable under this provision include, but are not limited to, reasonable expert witness fees and costs, as well as costs to travel for all litigation purposes.
- 15.2. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this EULA shall not be affected.
- 15.3. This EULA represents the entire understanding of the parties, and supersedes all previous communications, written or oral, relating to the subject of this EULA.
- 15.4. App Dynamic reserves the right to amend the terms of this EULA and each amendment shall be effective upon either notice being provided to you, or being posted to our website. No amendment by you shall be effective or binding unless agreed to and in writing by both Parties.
- 15.5. App Dynamic may assign its rights and obligation under this EULA without your consent. You may not assign or transfer any rights or obligations under this EULA.
- 15.6. Headings used in this EULA are for convenience of reference only, and shall not be used to modify the meaning of or to interpret the terms and conditions of this EULA.
- 15.7. Nothing in this EULA is intended to confer any benefits, rights or remedies on any party other than the parties and their permitted assigns.
- 15.8. Any notices required or otherwise provided shall be delivered to the other party using the contact information provided at the time the license was purchased.