#### Player 360 Software License

USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. USER'S USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

## 1. LICENSE GRANT.

BPF Sarl grants you a license to use one copy of the version of this SOFTWARE on any one system for as many licenses as you purchase.

"You" means the company or individual whose funds are used to pay the license fee. "Use" means storing, loading, installing, executing or displaying the SOFTWARE. You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE's programming features. This license is not transferable to any other system, or to another organization or individual

You are expected to use the Open Edition of the SOFTWARE on your system and to thoroughly evaluate its usefulness and functionality before making a purchase of the Smart Edition of the SOFTWARE.

This "try before you buy" approach is the ultimate guarantee that the SOFTWARE will perform to your satisfaction; therefore, you understand and agree that there is no refund policy for any purchase of the SOFTWARE.

#### 2. OWNERSHIP.

The SOFTWARE is owned and copyrighted by BPF Sarl.

Your license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

#### 3. COPYRIGHT.

The SOFTWARE is protected by French copyright law and international treaty provisions. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you.

You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of BPF Sarl and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license.

You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.

The SOFTWARE respects copyright and does not condone or endorse video piracy in any way. The SOFTWARE is design to allow users to experience their fair use right to the content they purchased, for example, rip and copy their home made video (if they own the copyright) to blank discs or other media player devices.

In most counties, the copyright law will allow the original purchaser or user to make a backup/copy for personal use. But it also might be illegal to make a copy or backup to the purchased movie or disc without permission according to the different laws in different countries.

It should be taken into consideration while using our software in different countries. Since our products are sold world-wide, each user shall be responsible for complying with local laws in their use and ensure the fair use of the software.

You should understand the above said disclaimer content and ensure the fair use the software. If you misuse or abuse the software in any form, you shall hold full legal responsibility for the caused results and the software provider (BPF Sarl) will not be held responsible for any actions that shall be taken against your misuse of the software.

# 4. REVERSE ENGINEERING.

You agree that you will not attempt to reverse compile, modify, translate, or disassemble the SOFTWARE in whole or in part.

## 5. NO OTHER WARRANTIES.

BPF Sarl DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. BPF Sarl DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

#### 6. SEVERABILITY.

In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this license.

#### 7. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL BPF Sarl OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF BPF Sarl HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL BPF Sarl' LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU TO BPF Sarl, IF ANY.

## 8. GOVERNING LAW.

This license will be governed by the laws of France. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

#### 9. ENTIRE AGREEMENT.

This is the entire agreement between you and BPF Sarl which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

# 10. OPEN SOURCE USAGE AND DEPENDENCIES

This program contains libvlc from VideoLAN (http://www.videolan.org), under the GNU Lesser General Public License (LGPL) version 2.1

(http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html) or later.

This EULA only covers this program as a whole, libvlc is governed by the LGPL instead.

VLC source code used in this program is available on

https://www.videolan.org/vlc/download-sources.html