

HINDENBURG SYSTEMS
END USER LICENCE AGREEMENT
(EULA)

THIS EULA DESCRIBES THE LICENSING TERMS FOR ALL PRODUCTS IN THE HINDENBURG JOURNALIST SERIES OFFERED BY HINDENBURG SYSTEMS APS (HINDENBURG).

THE DOCUMENT COMMENCES WITH A SUMMARY OF THE MOST IMPORTANT TERMS, FOLLOWED BY THE FULL TEXT OF THE LICENCE AGREEMENT.

SUMMARY

Summary of most important terms and conditions in this EULA (the summary is by no means exhaustive):

Last updated: 8th April 2014

- 1. PRODUCT RANGE:** The **Hindenburg Journalist Series (HJS)** (see §1 definitions) is a range of software products, designed and developed by Hindenburg, that facilitate the production of radio and audio-based narrative content. HJS products are offered in both single-user and multi-user versions, as described below.
- 2. PRODUCT: Hindenburg Trial (HT)** allows full access to all features and functionality from both **Hindenburg Journalist (HJ)** and **Hindenburg Journalist PRO (HJP)** (see §1 definitions), for a maximum of 30 (thirty) calendar days.

HT (see §1 definitions) is licensed to allow people test our products before licensing a Hindenburg product. **HT may not be used for sustained teaching, training, commercial or non-commercial production.**

At the end of the Trial period, **all Hindenburg Journalist PRO features will be disabled, as will the ability to export and save from HT.** Sessions saved during the trial period can be re-opened once a full HJS licence is acquired.

There is no limit to the number of devices that **HT** may be installed on simultaneously. The Licensee may only activate **HT** for 1 (one) 30 (thirty) day trial period across all the installed devices.

HT may only be activated for one 30-day period on any given computer, irrespective of who the Licensee is.

- 3. PRODUCT: Hindenburg Journalist (HJ)** (see §1 definitions) is offered solely for licensing and use by a named and registered individual user, for use as a single-user installation on that registered individual's personal computers.

HJ may be installed on up to 3 (three) supported devices that are all owned, operated and dedicated to the registered user only.

HJ is **NOT** offered for licensing by a legal entity (hereinafter Entity) such as an organisation or institution - be it commercial or non-commercial.

The name and email address of the registered user must be supplied by the Licensee to Hindenburg upon licensing.

The identity of the registered Licensee cannot be changed or transferred to another user at a later date. If you wish to license **HJ** for another user, please contact sales@hindenburg.com.

An organisation may license an **HJ** licence in order to permanently transfer ownership of the licence to a named and registered individual. In order to do so, please contact sales@hindenburg.com.

- 4. PRODUCT: Hindenburg Journalist PRO (HJP)** (see §1 definitions) is offered solely for licensing and use by a named and registered individual user, for use as a single-user installation on that registered individual's personal computers.

HJP may be installed on up to 3 (three) supported devices that are all owned, operated and dedicated to the registered user only.

HJP is **NOT** offered for licensing by an Entity - be it commercial or non-commercial.

The name and email address of the registered user, must be supplied by the Licensee to Hindenburg Systems upon licensing the licence.

The identity of the registered Licensee cannot be changed or transferred to another user at a later date. If you wish to license **HJP** for another user, please contact sales@hindenburg.com.

An organisation may license an **HJP** licence in order to permanently transfer the licence to a named and registered individual. In order to do so, please contact sales@hindenburg.com.

- 5. PRODUCT: Hindenburg Broadcaster (HB)** (see §1 definitions) is licensed for multi-user installation by an Entity.

HB is a multi-user version of **Hindenburg Journalist PRO**, with added features for centralized IT management and permissions control.

HB is usually licensed by an Entity in order to make it available for use by staff members or volunteers - be it commercial or non-commercial.

HB is also available at a discount for registered non-profit organisations, for non-commercial use, at Hindenburg's discretion.

HB may be installed on one (1) supported device per licence, for use by multiple users, unless otherwise agreed in a separate contract.

Contact sales@hindenburg.com for details regarding licensing conditions and pricing of **HB**.

- 6. PRODUCT: Hindenburg Educator (HE)** (see §1 definitions) is licensed for multi-user installation at a registered educational institution.

HE is a multi-user version of **Hindenburg Journalist PRO**, with added features for centralized IT management and permissions control.

HE is offered for licensing by a registered educational institution, in order to make it available for use by staff members or students, for educational use only.

HE may be installed on one (1) supported device per licence, for use by multiple users, unless otherwise agreed in a separate written contract.

HE may not be used for commercial production or similar purposes.

Contact sales@hindenburg.com for details regarding licensing conditions and pricing of **HE**.

7. **PRODUCT: Hindenburg Temporary User Licence (HTUL)** (see §1 definitions) is a system that allows an Entity to provide an agreed number of concurrent temporary user licences of **Hindenburg Journalist PRO** to named and registered users associated with the Entity. This may be staff, freelancers, volunteers or students.

Hindenburg provides HTUL Licensees with access to a bespoke online administration tool called **Hindenburg Keysets (HK)**. **HK** allows an Entity's appointed Licensee representative (administrator) to issue and manage HTUL licences for that Entity. The administrator registers the name and email of the temporary user in **HK**, whereafter Hindenburg delivers a temporary key that automatically expires, to the user by email.

The identity of the registered user cannot be changed or transferred to another user once an **HTUL** has been issued.

Hindenburg Journalist PRO is issued for use by the registered individual only, as a single-user licence.

Contact sales@hindenburg.com for details regarding latest licensing conditions and pricing of **HTUL**.

End User Licence Agreement

This End User Licence Agreement is a legal agreement between Hindenburg Systems ApS, Brobyvej 58, 2650 Hvidovre, Denmark, CVR/Company Registration no. DK 32 35 93 37 ("**Hindenburg**") and the **Licensee** (either an individual, an Entity or a representative of an Entity).

This agreement replaces all previous End User Licence Agreements between Hindenburg and the Licensee regarding the Hindenburg Journalist Series product range.

If the Licensee has licensed a copy of Hindenburg Journalist or downloaded a copy of Hindenburg Basic previous to the date of this agreement, then the terms and conditions of the previous agreement remain in force in so far as they are to the Licensee's advantage.

1. DEFINITIONS

- 1.1 For the purposes of this End User Licence Agreement, the below terms shall have the following meanings unless otherwise stated or clear from the context:

"Hindenburg Journalist Series" (HJS): *A range of software products, designed and developed by Hindenburg, that facilitate the production of radio and audio-based*

narrative content. Current products in the series are: Hindenburg Journalist, Hindenburg Journalist PRO, Hindenburg Broadcaster, Hindenburg Educator and Hindenburg Temporary User Licence.

"Hindenburg Trial" (HT): The Trial version of **Hindenburg Journalist** and **Hindenburg Journalist PRO**, available for free download from the **Hindenburg** website (currently Hindenburg.com), on a case-by-case basis.

HT allows full access to all features and functionality in both **Hindenburg Journalist** and **Hindenburg Journalist PRO** for a maximum of 30 (thirty) calendar days (Trial period). At the end of the Trial period, all **Hindenburg Journalist PRO** features will be disabled, as will the ability to export and save from **HT**.

Hindenburg reserves the right to refuse any user access to **HT**. There is no limit to the number of devices that **HT** may be installed on simultaneously. The Licensee may only activate **HT** for 1 (one) 30 (thirty) day trial period across all the installed devices.

HT may only be activated for one 30-day period on any given computer, irrespective of who the licensee is.

"Hindenburg Journalist" (HJ): The basic version for single-user use (as defined below) of Hindenburg Systems' audio editing software for radio and audio narrative production. HJ is available for download as a Pay Version (as defined below) for a licence fee on the Hindenburg website or from our sales team (sales@hindenburg.com).

"Hindenburg Journalist PRO" (HJP): The full version for single-user use (as defined below) of Hindenburg Systems' audio editing software for radio and audio narrative production. HJP is available for download as a Pay Version (as defined below) for a licence fee on the Hindenburg website or from our sales team (sales@hindenburg.com).

"Hindenburg Broadcaster" (HB): The full version for multi-user use (as defined below) of the software, available for licensing as a Pay Version (as defined below) for a licence fee from our sales team (sales@hindenburg.com).

"Hindenburg Educator" (HE): The full version for multi-user, educational, non-professional use of the software, available for licensing as a Pay Version (as defined below) for a licence fee from our sales team (sales@hindenburg.com).

"Hindenburg Temporary User Licence" (HTUL): The time-limited, full version of **HJP** for single-user, educational or professional use of the software, available for licensing as a subscription from our sales team (sales@hindenburg.com). Hindenburg provides HTUL Licensees with access to a bespoke online administration tool called **Hindenburg Keysets (HK)**.

HK allows an entity's appointed Licensee representative (administrator) to issue and manage HTUL licences for that entity. The administrator registers the name and email of the temporary user in **HK**, where after Hindenburg delivers a temporary key that automatically expires, to the user by email.

The identity of the registered user cannot be changed or transferred to another user once an **HTUL** has been issued.

"Hindenburg Beta": A version of the **Software** (as defined below) in a testing phase, which is available to approved users free of charge and for a limited time. A Beta Version of the **Software** (as defined below) is designated with the suffix "Beta".

"Non-Professional": a user or users who create/s and produce/s audio productions for personal or educational purposes use only, and does not directly or indirectly receive any kind of remuneration for such productions.

"Non-Commercial use": use of a HJS product for the creation of audio productions by a not-for-profit organisation, for which no person nor organisation receives

remuneration, directly or indirectly.

“Educational use”: use of a HJS product for educating registered students on how to create audio productions and for non-commercial use as a part of that education process.

“Supported Devices”: desktop computers, laptop computers, notebooks and netbook computers running Mac OSX, Windows or Other operating systems, as supported by the **Software** at any given time.

“End User Licence Agreement”: This End User Licence Agreement.

“Software”: A product in the Hindenburg Journalist series and support files including the installer package.

“Warranty Period”: A ninety (90) day period from the date of download of the **Software**.

2. LICENCE GRANTED

2.1 Rights Reserved:

All title and intellectual property rights in and to the **Software** are owned by **Hindenburg**. The **Software** is licensed, not sold. All rights not expressly granted, are reserved by **Hindenburg**.

2.2 Licence Scope:

The terms of this End User Licence Agreement apply to the **Software**, including any combination of the individual versions of the **Software**.

2.3 Licence Acquired:

Subject to the Licensee's fulfillment of the Licensee's obligations under the Agreement, including, without limitation, payment of any and all applicable licence fees, **Hindenburg** hereby grants the Licensee, subject to the restrictions in Clause 3 below, a non-exclusive, non-transferable licence to install and use the **Software** according to the terms relevant to the version licensed:

2.3.1. Hindenburg Journalist: is licensed for single-user installation by a registered individual user only. The licence cannot be acquired by a corporation, organisation or other legal entity. The **Software** may be installed on up to three (3) Supported Devices in total, on the condition that those Supported Devices are all dedicated to and operated by the same user.

2.3.2. Hindenburg Journalist PRO: is licensed for single-user installation by a registered individual user only. The licence cannot be acquired by a corporation, organisation or other legal entity. The **Software** may be installed on up to three (3) Supported Devices in total, on the condition that those Supported Devices are all dedicated to and operated by the same user.

2.3.3. Hindenburg Broadcaster: is licensed for multi-user installation. The **Software** may be installed on one (1) Supported Device at a time, for use by multiple users, unless otherwise agreed in a separate contract.

2.3.4. Hindenburg Broadcaster licensed with a “non-profit” or NGO discount: is licensed for non-commercial (see definition above) multi-user installation. The **Software** may be installed on one (1) Supported Device at a time, for use by multiple users, unless otherwise agreed in a separate contract.

2.3.5. Hindenburg Educator: is licensed for multi-user installation and educational use only. The **Software** may be installed on one (1) Supported Device at a time, for use by multiple users, unless otherwise agreed in a separate contract.

3. LICENCE RESTRICTIONS

3.1 No Assignment, Selling, Sub-licensing, Rental, Lending or Leasing:

The Licensee may not assign, sell, sub-license, rent, lease or lend the Software or the Licensee's licence(s) to the Software.

3.2 No Copying:

The Licensee may make one backup copy of the Software. Such backup copy may be used only for reinstallation of the Software. Other than the said backup copy, the Licensee is not allowed to make any copies of the Software, except to the extent expressly permitted by mandatory law. Similarly, the Licensee may not publish, distribute or otherwise make the Software publicly available for others to copy.

3.3 Limitations on Reverse Engineering, De-compilation, and Disassembly:

The Licensee is not entitled to reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3.4 Support, Upgrade, Maintenance, etc.:

Hindenburg is only obliged to deliver support, upgrade, maintenance or other services in connection with the Software if an obligation to deliver such services is specifically undertaken by Hindenburg in a separate agreement between Hindenburg and the Licensee.

4. EXPIRY AND TERMINATION

4.1 Expiry of Beta Versions:

In the event that the Software is a Beta Version, the Licensee's licence expires at least thirty (30) days after download, or as advised when you received the Software; whereupon the Software ceases to function.

4.2 Expiry of Student Versions:

In the event that the Software is a Student Version, the Licensee's licence expires at the time specified by the Licensee's education institute, or as advised when you received the Software; whereupon the Software ceases to function.

4.3 Termination:

Hindenburg may, by written notice to the Licensee at your registered email address or any other electronic or analogue means, terminate the licence(s) granted to the Licensee under this End User Licence Agreement, if the Licensee is in breach of any term, condition or provision of the End User Licence Agreement, within thirty (30) days of having received written notice of such breach from Hindenburg.

4.4 Cease of Use upon Termination:

At the termination, for whatever reason, of the licence(s) granted to the Licensee, the Licensee shall discontinue any and all use of the Software and shall delete any and all copies of the Software.

5. WARRANTY

5.1 Software Not Error-Free:

For the avoidance of doubt, Hindenburg does not warrant that the Software will be error-free.

5.2 Warranty for Pay Versions or donated versions of the Software:

For the Pay Versions of the Software the following terms of warranty apply:

5.2.1 Limited Warranty:

Hindenburg warrants that the Software will, if used in accordance with the instructions, perform substantially in accordance with the accompanying technical description. The said limited warranty covers the Software for the Warranty Period. If the Licensee discovers a breach of this limited warranty and the Licensee notifies Hindenburg thereof immediately after discovering the breach, and in any event before expiry of the Warranty Period, Hindenburg shall, to the exclusion of any and all other remedies of breach, use reasonable endeavours to correct, by patch or new release (at Hindenburg's option), that part of the Software which has caused the non-compliance with the warranty, provided that such non-compliance has not been caused by any modification, variation or addition to the Software not performed by Hindenburg or caused by the Licensee's incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible.

5.2.2 NO OTHER WARRANTIES:

TO THE EXTENT PERMITTED BY APPLICABLE LAW, HINDENBURG DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ACCORDINGLY, AFTER THE EXPIRATION OF THE WARRANTY PERIOD YOU WILL NO LONGER BE ENTITLED TO SUBMIT ANY CLAIMS IN RELATION TO DEFECTS IN THE SOFTWARE.

5.3 Disclaimer of Warranty for Free and Beta Versions of the Software:

For the Free Versions and Beta Versions of the Software the following DISCLAIMER OF WARRANTY applies:

5.3.1 NO WARRANTIES:

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS"; HINDENBURG DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. EXCLUSIONS AND LIMITATIONS OF LIABILITY

6.1 EXCLUSION OF LIABILITY FOR INDIRECT DAMAGES, ETC.:

IN NO EVENT WILL HINDENBURG BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE SOFTWARE (OR TO ANY SERVICE FURNISHED TO YOU), OR UNDERTAKEN BY HINDENBURG TO BE FURNISHED TO YOU, OR TO THE USE THEREOF OR OTHERWISE ARISING OUT OF OR RELATING TO ANY OBLIGATIONS THAT HINDENBURG MAY HAVE UNDER THE END USER LICENCE AGREEMENT, EVEN IF HINDENBURG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING EXCLUSION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.

6.2 CAP ON LIABILITY:

THE MAXIMUM AGGREGATE LIABILITY OF **HINDENBURG** UPON ANY CLAIMS HOWSOEVER, ARISING OUT OF, OR RELATING TO THE SOFTWARE OR TO ANY

SERVICE FURNISHED TO YOU, OR UNDERTAKEN BY HINDENBURG TO BE FURNISHED TO YOU, OR TO THE USE THEREOF OR OTHERWISE ARISING OUT OF OR RELATING TO ANY OBLIGATIONS THAT HINDENBURG MAY HAVE UNDER THE END USER LICENCE AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND FURTHERMORE BE LIMITED TO THE TOTAL AMOUNT OF APPLICABLE LICENCE FEES AS PAID BY THE LICENSEE, THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.

7. THIRD PARTY RIGHTS

7.1 No Licence to Third Party Patents Etc. Granted:

Hindenburg cannot and does not grant to the Licensee any licence to any third party patent or to any other intellectual property rights held by a third party in respect of which the Licensee may need to hold a licence in order to be able lawfully to use the Software for the purposes contemplated by the Licensee, including so as to be able lawfully to use the Software in such specific process, set-up or other context and in such specific combination with other software or devices as may be intended by the Licensee. The Licensee must, at the Licensee's own expense, license and maintain any such licences from third parties, and Hindenburg cannot be held liable if a third party raises a claim for infringement of such third party's patent rights or other intellectual property rights. If the Licensee does not license and maintain such third party licences as mentioned and if this somehow results in a third party raising a claim against Hindenburg, the Licensee shall indemnify Hindenburg against any such third party claim.

8. FORCE MAJEURE

8.1 No Liability in Case of Force Majeure:

Hindenburg shall be under no liability to the Licensee in respect of anything which, apart from this provision, may constitute breach by Hindenburg of the End User Licence Agreement arising by reason of force majeure, namely, circumstances beyond the control of Hindenburg, including but not limited to acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts.

9. MISCELLANEOUS

9.1 Waiver:

Failure or neglect by Hindenburg to enforce at any time any of the provisions of the End User Licence Agreement shall not be construed nor shall be deemed to be a waiver of Hindenburg's rights under the End User Licence Agreement nor in any way affect the validity of the whole or any part of the End User Licence Agreement nor prejudice Hindenburg's rights to take subsequent action.

9.2 Headings:

The headings of the provisions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the provisions of this End User Licence Agreement.

9.3 Severability:

In the event that any of the provisions of this End User Licence Agreement shall be

determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid between the Parties to the fullest extent permitted by law.

9.4 Compliance with local laws:

The Licensee shall comply at the Licensee's own expense and risk with all relevant and applicable laws including, but not limited to, broadcast laws and regulations in the use of the Software.

9.5 Change of terms:

With respect to Free and Beta Versions of the Software, Hindenburg may modify the terms and conditions pursuant to the End User Licence Agreements with 14 days notice after such changes have been posted on the Hindenburg website.

10. APPLICABLE LAW AND VENUE

10.1 Applicable Law:

This End User Licence Agreement shall be governed, construed and enforced in accordance with the laws of Denmark excluding its conflicts of law provisions and the CISG.

10.2 Disputes and Venue:

Any dispute arising out of or relating to the End User Licence Agreement shall be settled the Copenhagen City Court. That shall not prevent any referral of the matter to the Danish High Court or to the Danish Maritime and Commercial Court in accordance with the relevant rules in force at any time.

Notwithstanding the specified agreement on jurisdiction, the Parties shall, if any dispute arises, attempt to settle it by mediation in accordance with the Association of Danish IT Attorneys' (DITA) Mediation Procedure (www.danske-it-advokater.dk). To initiate the mediation a party shall give notice in writing to the other party to the dispute re-questing mediation. A copy of the request shall be sent to the DITA. The mediator shall be nominated by DITA no later than 8 (eight) working days after DITA's receipt of the notice. No party may commence any court proceedings in relation to any dispute until the parties have attempted to settle the dispute by mediation. As a minimum, a party shall be obliged to attend the first meeting convened by the mediator. A party shall be entitled to commence court proceedings if any delay of such proceedings may result in the forfeiture of any right, e.g. due to time-barring.

10.3 Right to injunctive relief: Notwithstanding Clause 10.2 above, Hindenburg may seek injunctive or equitable relief in any jurisdiction in order to enforce its intellectual property rights.