



LICENSED APPLICATION END USER LICENSE AGREEMENT (EULA)

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Glarish, Inc. : END-USER LICENCE AGREEMENT PRODUCT: glarish-ds-player - READ

CAREFULLY: This Glarish, Inc. End-User Licence Agreement ("EULA") is a legal agreement between you (either as an individual or company) and Glarish, Inc. (California – USA), for the product, which includes computer software and may include associated media, printed materials, and electronic documentation ("Software Product").

The software **glarish-ds-player** is the whole software kit installed on Linux (any distribution licensed for free use) that may include packages (APACHE, NGINX, NODE, PHP, MYSQL, MARIADB, etc.) licensed for free use and software developed by Glarish, Inc. in any coding language (PHP, Javascript, C, C++, BASH, PYTHON, NODE, HTML, CSS) and images and video and pdf files.

SOFTWARE PRODUCT LICENCE

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Product is licensed and not sold.



Glarish, Inc. grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for commercial purposes strictly in accordance with the terms of this Agreement.

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2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

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- Product Support. GLARISH,INC. may provide you with support services related to the Software Product, as provided for by GLARISH,INC.'s policies and programs published in on-line documentation for the Software Product. - Termination. Without prejudice to any other rights, GLARISH,INC. may terminate this license if you fail to comply with these terms and conditions. In such event, you must destroy all copies of the Software Product and all of its component parts.

3. LEARNING EDITION RESTRICTIONS

Unlicensed components of the software will operate in evaluation mode, and the output of these modules is watermarked. Such modules are licensed to you as Learning Edition modules and the use of the output for commercial use is strictly prohibited. You agree not to, and you will not permit others to: copy, duplicate, license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

4. EXPORT RESTRICTIONS

You agree that you will not export or re-export the Software Product to any country or entity subject to US export restrictions. You specifically agree not to export or re-export the Software Product: to any country to which the US or its allies has embargoed or restricted the exports of goods to any national of any such country, wherever located, who intends to transmit or transport the Software Product back to such country.

5. LIMITED WARRANTY

GLARISH,INC. warrants only to you, as the original licensee, that: - the Software Product when used properly will provide the functions and facilities and will perform substantially as described in



the Documentation for a period of ninety (90) days from the date of receipt; and - the media on which the Software Product is recorded will be free from defects in material and workmanship under normal use for a period of ninety (90) days from receipt. GLARISH,INC.'s entire liability and your sole and exclusive remedy under the warranties given in this section 5 will be, at the option of GLARISH,INC., either to: - repair or replace the Software Product or media which does not conform with the warranty; or - refund the price paid for the Software Product and terminate the License. This remedy is subject to the return of the Software Product to your supplier or GLARISH,INC. not later than five (5) days after the end of a period of thirty (30) days from the date of your receipt of the Software Product.

6. MODIFICATION OF APPLICATION

Glarish,Inc. reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

7. TYPE OF LICENSE

The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

To the maximum extent permitted by applicable law, in no event shall GLARISH,INC. or its suppliers



be liable for any direct, consequential, incidental, or special damage or loss of any kind (including without limitation loss of profits, loss of contracts, business interruptions, loss of or corruption to data) however caused and whether arising under contract, tort, including negligence, or otherwise. In any case, GLARISH, INC.'s and its suppliers' entire liability under any provision of this EULA shall be limited to the amount actually paid by you for the Software Product.

9. JURISDICTION

This Agreement shall be governed by the laws of the STATE OF CALIFORNIA.

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Glarish, Inc. shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Glarish, Inc. agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Orange, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence

10. CONSENT TO USE OF DATA

You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Licensor may use this



information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

11. Term and Termination

This Agreement shall remain in effect until terminated by you or Glarish, Inc.

Glarish, Inc. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Glarish, Inc., in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your players and by returning (if not yours) all players hardware with this Application installed into them.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your players.

12. Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

13. Amendments to this Agreement

GLARISH, Inc. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.



14. Versioni glarish-image

Disk image with software for the media player have the following codification:

CODE	Country	Version	Sub Version	Day	Month	Year	P=Production
glsh-img-002-06-01--03-03-20-P	002	06	01	03	03	20	P
glsh-img-001-03-03-03-20-P	001	06	01	03	03	20	P

Country/Language: 1=USA; 2=ITALY.

15. Contact Information

If you have any questions about this Agreement, please contact us:

glarish@glarish.com

Glarish, Inc., Mission Viejo, CA 92692 - United States of America

16. Acceptance

The user accepts all terms set forth in this EULA of the software used to operate exclusively with GLARISHOW and distributed through disk images.

Name..... LAST NAME

Business Name:.....

Address:.....



Tel:..... Email:.....

Signature

.....