

# NDI Software Development Kit (SDK) License Agreement

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- a. "SDK" means the entire NDI® Software Development Kit, including those portions pertaining to the Specific SDK, provided to you pursuant to this License, including any source code, compiled executables or libraries, and all documentation provided to you to assist you in building Products (as defined below) that use the NDI® Software for data transfer over a local network.
- b. "Products" means your software product(s) and/or service(s) that you develop or that are developed on your behalf through the use of the SDK, which run on general purpose operating systems installed on general purpose computing platforms such as servers, desktops, laptops, and mobile devices on which the end user can freely change or update the operating system, and/or install, run and upgrade third party software applications, and that are designed to be, and/or are, used, sold and/or distributed to work closely with other NDI Products or Third Party Video Products. "Products" expressly excludes:
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  - iii) any product(s) built using hardware that may be categorized as an embedded device, and utilizing an operating system typically used for embedded devices, which includes, but is not limited to Windows IoT, Android, Linux, Linux derivatives, or any similar operating system. This includes products integrating hardware and software with a specific function that cannot easily be changed to perform significantly different functions from its intended purpose at the time of sale.
- c. "NDI Products" refers to NDI's line of products distributed by NDI and any upgrades.
- d. "SDK Documentation" refers to the documentation included with the Software Development Kit including that portion pertaining to the Specific SDK.
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- f. "Third Party Video Products" refers to products of third parties developed by or for them also using the NDI® Software Development Kit in any way.

## 2. License

- a. Pursuant to the terms, conditions and requirements of this License and the SDK Documentation, you are hereby granted a nonexclusive royalty-free license to use the sample code, object code and documentation included in the SDK for the sole purpose of developing Products using the Specific SDK, and to distribute, only in accordance with the SDK Documentation requirements, object code included in the SDK solely as used by such Products (your Product and compiled sample code referred to as the "Bundled Product").
- b. If you are making a product release you must use a version of the SDK that is less than thirty (30) days old if there is one.
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- e. You agree to comply with the steps outlined in the SDK Documentation, including the SDK manual for the Specific SDK. Different obligations and restrictions may be imposed by NDI with respect to different Specific SDK's. NDI will

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### 3. Restrictions and Confidentiality.

- a. "Confidential Information" includes the SDK and all specifications, source code, example code, tools and documentation provided within the SDK, and any support thereof, and any other proprietary information provided by NDI and identified as Confidential in the course of assisting You with your NDI® implementation. Confidential Information does not include information that: 1) is or becomes generally available to the public other than as a result of a disclosure by You, or 2) becomes available to You on a non-confidential basis from a source that was not prohibited from disclosing such information. Except as authorized herein, or in the SDK Documentation, or as otherwise approved in writing by NDI: 1) The disclosure to you of the SDK and all other Confidential Information shall not be disclosed to any third party 2) You agree not to commercialize the Confidential Information for yours or others benefit in any way; 3) You will not make or distribute copies of the SDK, or other Confidential Information or electronically transfer the SDK to any individual within your business or company who does not need to know or view the SDK, and under no circumstances shall you disclose it, or any part of it, to any company, or any other individual not employed directly by the business or company you represent, without express written permission of NDI.
- b. You will not modify, sell, rent, transfer, resell for profit, distribute, or create derivative works based upon the SDK or any part thereof other than as set forth herein, and you will not allow independent contractors to create derivative works; however, you may use the SDK to create your own program for the primary purpose of making it or your Product compatible with the NDI network APIs, a NDI Product, or for other purposes expressly set forth by you in advance in writing and agreed to in writing by NDI. In the case of your derivative works based upon the SDK, you may create and revise your Product using the SDK, and sell, rent, transfer, resell for profit and distribute, so long as it is for the Principal objective for which you were provided the SDK and it otherwise complies with this agreement, including the requirement that your Product or any other Third Party Product using any portion of the SDK continues to use the current SDK as required herein and functions properly using the SDK. NDI reserves the right to determine at any time the compliance of your Product or any Third Party Product as properly using the SDK including maintaining current and complete NDI compatibility. Notwithstanding anything to the contrary herein, no intellectual property claim, whether in patent, trademark, copyright, or otherwise, is made by NDI in or to your Product (except as to the SDK including software code and/or Libraries, and copyright rights therein, and any Confidential Information used in or with the Product).
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- e. You agree not to use the SDK for any unlawful purpose or in any way to cause injury, harm or damage to NDI, or its Products, trademarks, reputation and/or goodwill, or use information provided pursuant to the SDK, to interfere with NDI in the commercialization of NDI Products.
- f. You agree to use NDI trademarks (NDI trademarks include, but are not limited to NDI®, NDIHX™), only in accordance with applicable policies of NDI for such trademark usage by software developers in effect from time to time, which policy may be amended at any time with or without notice. NDI's trademarks shall not be utilized within the Product itself, or on the Product packaging or promotion, or on websites, except to identify that the Product is compatible with NDI Products, and in all cases where NDI trademarks are utilized, special and clear notations shall be provided that the marks are NDI trademarks. Your Product is not a product of NDI and no promotion, packaging, or use of NDI trademarks shall suggest sponsorship by NDI of your Products, except where specifically authorized by NDI in writing. Any distribution of your Product in a fraudulent manner, or in any other manner or method that violates any civil or criminal laws shall constitute a default under this agreement and result in immediate revocation of any right to utilize NDI's marks.
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- i. You agree to not to reverse engineer, disassemble or recompile the SDK or any part thereof, or any protocols used in the SDK, or attempt to do so.
- j. You agree not to use the SDK, or cause the SDK to be used, for any purpose that it was not designed for, and in particular, you agree not to use the SDK for any purpose but for the precise purposes as expressly identified to NDI in writing that is the basis of the SDK and this license, and you agree you will not attempt to violate any of the foregoing, or encourage third parties to do so.

#### 4. Software Defect Reporting

If you find software defects in the SDK, you agree to make reasonable effort to report them to NDI in accordance with the SDK documentation or in such other manner as NDI directs in writing. NDI will evaluate and, at its sole discretion, may address them in a future revision of the SDK. NDI does not warrant the SDK to be free of defects.

#### 5. Updates

You understand and agree that NDI may amend, modify, change, and/or cease distribution or production of the SDK at any time. You understand that you are not entitled to receive any upgrades, updates, or future versions of the SDK under this License. NDI does not warrant or represent that its future updates and revisions will be compatible with your Product, and NDI does not warrant that its updates and/or revisions will allow your Product to be compatible with or without modifications to your Product.

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