# Installation


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# Installation

## Main topics

- The steps to install MediaRecorder
- Turn off automatic updates for device drivers
- Install MediaRecorder and device drivers
- Activate your MediaRecorder license
- Upgrade to MediaRecorder 6.5

# The steps to install MediaRecorder

**IMPORTANT**

**If you have an older version of MediaRecorder** - Uninstall MediaRecorder 6.0 and older versions before you install MediaRecorder 6.5.

**If you have a hardware key** - Do not insert your key before the installation is complete. If you do so, other drivers are automatically installed, which may lead to incorrect functioning of the license key. Drivers of the license key should be installed using the installation USB stick.

See Install MediaRecorder and device drivers

## Procedure

1. Turn off automatic updates for device drivers
2. Select correct power options
3. Install MediaRecorder and device drivers

# Turn off automatic updates for device drivers

## Aim

To make sure the devices use the drivers that were tested with MediaRecorder.

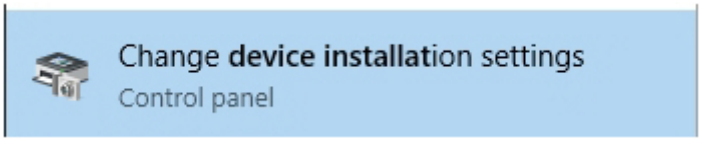
## Background information

The general recommendation from Microsoft to use automatic updates is good, especially for security updates. However, automatic updates of hardware device drives can sometimes give problems. MediaRecorder is tested with the device drivers that are available at the moment of the release. If device drivers are updated afterwards, we cannot guarantee that they will work properly with MediaRecorder. Therefore we recommend to switch off automatic updates of device drivers.

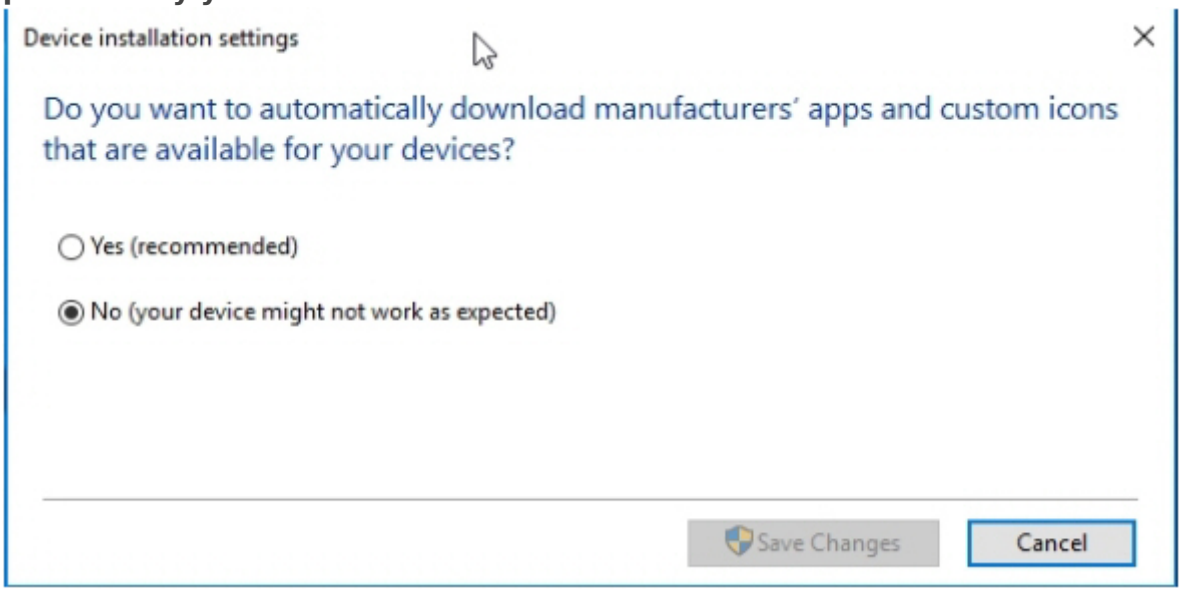
If you ordered a computer with MediaRecorder from Noldus IT, the automatic updates for device drivers have already been turned off and you can skip this topic.

## Procedure

1. Open the Start window and type **Change Device Installation Settings**.
2. Click the tile that appears.




3. To the question **Do you want Windows to download driver software and realistic icons for your devices**?, select **No, let me choose what to do** and then:
4. Select **Never install driver software from Windows Update**.
5. Also deselect the checkbox in front of **Automatically get the device app and info provided by your device manufacturer**.



6. Click **Save Changes**.

# Select correct power options

## Aim

To make sure the computer shuts down properly.

Background information

On computers with Windows 10, by default the computer resumes rather than restarts after shutdown. This can cause problems with MediaRecorder and associated software like The Observer XT.

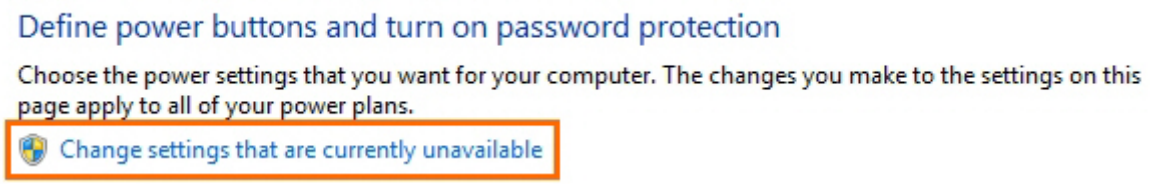
Therefore, we recommend to make sure that the computer really shuts down.

## Procedure

1. In the Windows start window with apps, type **Power options** and then click the **Power options** tile.
2. Choose **Choose what the power buttons do**.




3. Click **Change settings that are currently unavailable**.



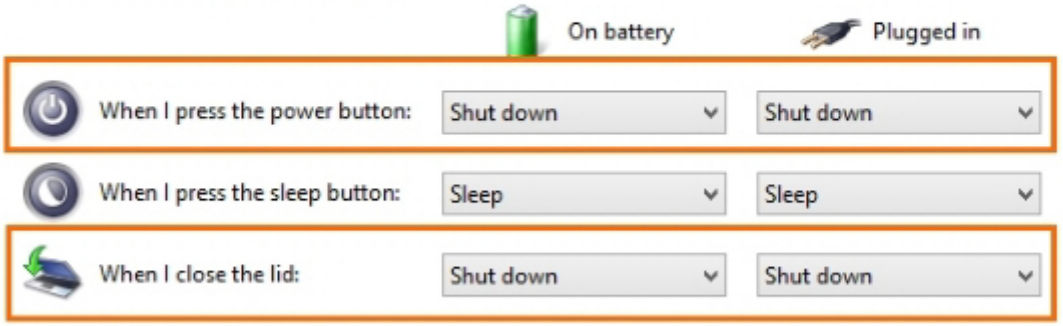

4. Select the following options:

   When I press the power button – Shut down.
   When I close the lid – Shut down.
   Under **Shutdown settings** deselect the checkboxes **Sleep**, **Hibernate**, and **Turn on fast startup (recommended)**.

## Define power buttons and turn on password protection

Choose the power settings that you want for your computer. The changes you make to the settings on this page apply to all of your power plans.

### Power and sleep buttons and lid settings




### Password protection on wakeup

- (•) Require a password (recommended)
  When your computer wakes from sleep, no one can access your data without entering the correct password to unlock the computer. Create or change your user account password
- ( ) Don't require a password
  When your computer wakes from sleep, anyone can access your data because the computer isn't locked.

### Shutdown settings

- [ ] **Turn on fast startup (recommended)**
  This helps start your PC faster after shutdown. Restart isn't affected. Learn More
- [ ] **Sleep**
  Show in Power menu.
- [ ] **Hibernate**
  Show in Power menu.
- [x] **Lock**
  Show in account picture menu.

# Install MediaRecorder and device drivers

## Aim

To install MediaRecorder and, for some recording devices, their drivers.

## Procedure

**IMPORTANT** - **If you have an older version of MediaRecorder** - Uninstall MediaRecorder 6.0 and older versions before you install MediaRecorder 6.5.

1. Download the installation files from my.noldus.com, and extract the contents.
2. Browse to the file **MediaRecorder [Version number]  Setup.exe** and double-click it.

3. We recommend to choose **Standard** as Installation type. Choose **Custom** only to change the location where the program is installed.




4. In the **Drivers and tools** field, choose the driver of your video device.
5. Click **Next**, accept the License Agreement and click **Install**.

The following setup prerequisites are installed automatically before MediaRecorder is installed:

- Sentinel Run time — Needed for correct functioning of your hardware key.
- Noldus LeadTools Package 21.
- Noldus MediaLooks Proxy Filters 2.1 — Needed for screen capture of the monitor of the computer with MediaRecorder.
- Medialooks Screen Capture 2.0.3 — Needed for screen capture of the monitor of the computer with MediaRecorder.
- Microsoft .NET Framework 4.7.1 —To run MediaRecorder. This program is installed only when not already present on the computer.

# Activate your MediaRecorder license

A license for MediaRecorder comes with an activation key. The key determines which license options are available to you (see Modules in Welcome to MediaRecorder). For existing customers it is still possible to upgrade their hardware key and use this key as the license.

To activate your MediaRecorder license with your activation key:

1. Start the MediaRecorder software and select the option Activate software license key.
2. Select either Floating or Fixed and click OK.




## What is the difference between a Floating and a Fixed activation?

When you have a software license key you can choose between a Floating and a Fixed activation.

- **Floating activation** — Choose this option if you want to be flexible on which computer you use MediaRecorder. If you bought, for instance, a software key with two licenses, you can simultaneously use the software on, for instance, the MediaRecorder computer in lab 1 and 2. If your colleague wants to use MediaRecorder as well (in lab 3) then this is possible. You can install and activate MediaRecorder on as many computers as you want but with two licenses you can use the software only on two PCs at a time. If you want to use MediaRecorder on a third PC, the software should not be running on one of the other two PCs. Please note that a computer must have an internet connection to activate and work with a Floating license.
- **Fixed activation** — A Fixed activation is linked to one computer. The advantage of having a Fixed activation is that you do not need an internet connection to work with the software. If you bought a software key with, for instance, two licenses, you can activate MediaRecorder on two computers (if you choose ‘Fixed’ for both licenses). If you want to use MediaRecorder on a third computer, you have to deactivate one of the licenses and activate it on the new computer. See Deactivate your MediaRecorder license for more information. Please note that a computer must have an internet connection to

activate/deactivate a Fixed license. After you have activated the license you can use MediaRecorder without internet. Alternatively, you can activate/deactivate your license using your smartphone.

## Activate your floating license




Enter your Activation key and click **OK**. The MediaRecorder software now opens.

## Activate your fixed license




Enter the Activation key that you received with the software and select

- **Activate Online** if the PC is connected to the internet. When you click **OK** the MediaRecorder software opens.
- **Activate Offline** if the PC does not have an internet connection. Scan the QR code with your smartphone, click **WEB**, enter the Computer key and click **OK**. The MediaRecorder

software opens. .




# Deactivate your MediaRecorder license

Deactivate your fixed license if you reached your maximum number of activations and you want to install and use MediaRecorder on another computer.

**IMPORTANT** If you want to uninstall MediaRecorder, first deactivate the license otherwise you will lose it. Please contact Noldus Technical Support if this happened.

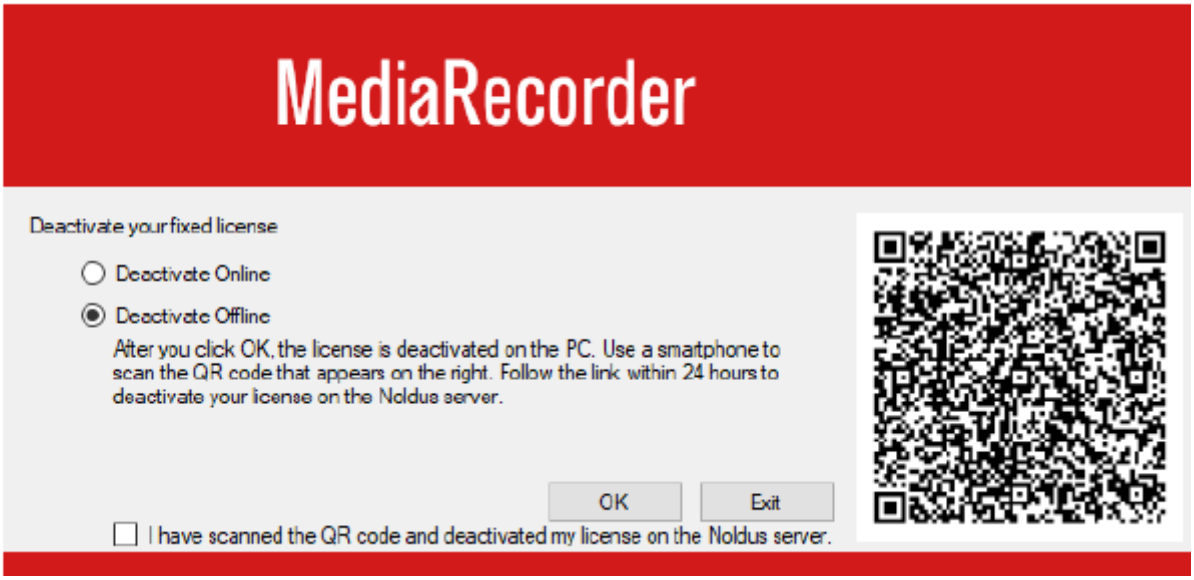
## Deactivate your floating license

1. From the **Help** menu select **Deactivate License**.
2. You will get a message that your license key was successfully removed and that MediaRecorder will exit. Click **OK** to close the software.

## Deactivate your fixed license

From the **Help** menu select **Deactivate License** and select

- **Deactivate Online** if the computer is connected to the internet. You will get a message that your license key was successfully removed and that MediaRecorder will exit. Click **OK** to close the software.
- **Deactivate Offline** if the computer does not have an internet connection. Scan the QR code with your smartphone. Click **OK** to deactivate the license on the PC. You will get a message that your license key was successfully removed and that MediaRecorder will exit. Click **OK** to close the software. Follow the QR code link on your smartphone within 24 hours to deactivate your license on the Noldus server. You can also first deactivate your license on the Noldus server and then select the checkbox in the window on your PC to deactivate the license on your PC.




# If you have a hardware key

MediaRecorder is not sold any more with a hardware key; instead, it comes with a software activation code which makes it easier to work with the software. If you use a version earlier than 6.2, it is possible to upgrade your hardware key (see Upgrade your MediaRecorder license to continue working with your hardware key) or request a software activation key. If you wish to use an upgraded harware key, follow the steps below:

1. Plug the key into a USB port on your computer. If the hardware key is correctly connected, a red light is visible inside the key.
2. Now start MediaRecorder. Keep the key inserted in your computer while you work with MediaRecorder.

A hardware key is a very important piece of equipment, as it represents the full value of your license and cannot be replaced if lost. You can install MediaRecorder on any computer as long as it meets the System Requirements . However, to work with the program you need to insert the hardware key into one of the computer's USB ports.



**IMPORTANT** Please make sure that you do not lose the key! You will need to pay for a new license if so. Also be careful with it, because it is sensitive and can be easily damaged.

The drivers for the hardware key are installed together MediaRecorder. It is important to install MediaRecorder with the drivers for the hardware key before you connect the license key to the computer. If you connect the hardware key first, drivers are automatically installed which may lead to incorrect functioning of the hardware key. When the hardware key is installed and connected properly, a red light glows inside it.

# End-User Licence Agreement

Revised: 21 July 2022

# END-USER LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY. Please read this EndUser License Agreement (**"EULA"** or **“Agreement”**) carefully before checking the “accept” checkbox, downloading or using the Software (as defined below). By checking the “accept” checkbox, downloading, installing or otherwise using the Software, End-User agrees to be bound by the terms and conditions of this EULA. If you do not agree to the terms and conditions of this EULA, do not check the “accept” checkbox and do not download, install or use the Software.
The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

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## 1. DEFINITIONS

Terms used in this EULA but not otherwise defined shall have the meaning assigned to them below:

1.1. **Authorized Partner:** the individual or legal entity that has been granted permission by Noldus to promote, sell or otherwise distribute the Software on behalf of Noldus.

1.2. **End-User**: the individual or legal entity that has acquired or uses the Software under the terms and conditions of this EULA.

1.3. **EULA:** this End-User License Agreement.

1.4. **Indirect Losses**: any indirect loss, claim, damage, liability, or expenses (including reasonable attorney's fees), including lost profits, and damage due to the stagnation of business operations.

1.5. **Network License:** a licensing mechanism comprising a license file and accompanying software managing the number of concurrent users of the Software.

1.6. **Noldus:** Noldus Information Technology BV, with registered office at Nieuwe Kanaal 5, 6709 PA Wageningen, The Netherlands, listed in the Trade Register under Chamber of Commerce number 09094422, or its subsidiaries listed in the document https://www.noldus.com/legal/noldus_corporate.pdf.

1.7. **Security System:** a system of software protection to limit installation and use of the Software to the authorized End-Users and computers.

1.8. **Security Device:** a device that forms part of or is attached to the computer, and is used as part of the Security System to control access to the Software.

1.9. **Software:** the software (including, but not limited to, any updates, upgrades and associated media, printed or electronic documentation and online services) provided to the End-User by Noldus or an Authorized Partner together with this EULA, that is not covered by third party terms and conditions and is included in the list under “Noldus software” in the Annex to the General Terms and Conditions (https://www.noldus.com/legal/noldus_gtc.pdf).

## 2. LICENSE

2.1. Upon payment by the End-User of the license fees for the Software, Noldus grants End-User a revocable, non-exclusive license to download, install and use the Software in accordance with the terms and conditions of this EULA. This EULA does not grant any rights to obtaining future upgrades, updates or supplements of the Software. If upgrades, updates or supplements of the Software are obtained, however, the use of such upgrades or updates is governed by this EULA and the amendments that may accompany them and may be subject to additional payments and conditions.

2.2. The End-User may download, install and use the Software on as many computers as is reasonably necessary, however the Software may not be shared or used concurrently on more computers than for which EULA's are granted. End-User shall take all reasonably required steps to ensure that this number is not exceeded.

2.3. End-User is allowed to store or install a copy of the Software for back-up or archival purposes.

2.4. End-User shall not (i) modify, alter, adapt, merge, decompile or reverse-engineer the Software or any part thereof nor create any derivative works based on all or any part of the Software, or (ii) remove or obscure any copyright, trademark or other ownership notices from the Software, or (iii) sub-license, sell, rent, lease, hire, loan, assign or otherwise transfer the Software or your rights in the Software or any part thereof, except as provided for in this EULA.

2.5. The Software may be protected by a Security System, including but not limited to the use of expiry dates, time-limited or feature-limited licenses, authorization codes, Security Devices and Network Licensing. End-User is prohibited to (attempt to) remove, alter or circumvent in any way any part of such Security System.

2.6. End-User is responsible for regular, frequent and effective backups of all files produced or modified while working with the Software.

## 3. INTELLECTUAL PROPERTY

3.1. All title, copyright and other industrial, intellectual or proprietary rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by Noldus or its Authorized Partners. All rights not expressly granted are reserved by Noldus.

3.2. The Software may include or make use of third party software, including open source software. Such third party software may be subject to the third party's terms and conditions provided in the documentation accompanying the Software and may contain copyright or other industrial, intellectual or proprietary rights of such third party. End-User hereby agrees to the terms and conditions for such third party software. In the absence of any third party terms and conditions, this EULA will govern the third party software in the Software.

3.3. End-User may, from time to time, provide Noldus with comments, suggestions, data, information or feedback ("**Feedback**") on the Software. End-User acknowledges and agrees that such Feedback may be freely used by Noldus, at its sole discretion, for the design, development, improvement, marketing and commercialization of its products and services, without any restrictions based on confidentiality or intellectual property rights.

## 4. TRANSFER

4.1. End-User is entitled to make a one-time, permanent transfer of this EULA and Software only directly to one other End-User. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades and this EULA). Such transfer may not be by way of consignment or any other indirect transfer and shall be subject to the following provisions:

a. End-User will provide to Noldus prior to any such transfer the full name and address details of the new End-User and the expected date of transfer in writing;

b. The new End-User understands and agrees to all the terms and conditions of this EULA in the same way as if the new End-User had obtained the Software from Noldus or an Authorized Partner;

c. End-User will destroy all (partial) copies of the Software and all accompanying materials, including but not limited to installed copies and any backup copies on data storage devices and guarantee to Noldus in writing that this has been done. If the Software is an upgrade, any transfer must include all prior versions of the Software;

d. Noldus reserves the right to levy an administrative charge upon the End-User and/or the new End-User in relation to transfer of the Software to an End-User.

4.2. Any attempted transfer without prior written permission from Noldus shall constitute a material breach of this Agreement and shall be deemed null and void.

## 5. TERM; TERMINATION

5.1. The EULA shall enter into force on the date of acceptance by the End-User and continue until terminated in accordance with this Section 5.

5.2. If the Software is licensed on a subscription basis, the EULA shall continue until the end of the current subscription period.

5.3. Noldus is entitled to terminate the EULA immediately upon prior written notice upon:

a. the breach of any material provision of this Agreement by the End-User if (i) such breach is not curable or (ii) if curable, the End-User has not cured such breach within 30 (thirty) day period following receipt of a written notice by Noldus substantiating such breach ("*ingebrekestelling*");

b. the filing or institution of bankruptcy, liquidation or receivership proceedings of the End-User or in the event a receiver or custodian is appointed for the End-User's business, or if its business is discontinued or if it has a petition presented by a creditor for its winding up or if the End-User enters into any liquidation (other than for purpose of reconstruction or amalgamation.

5.4. Upon termination of the EULA, the End-User shall immediately discontinue the use of the Software and remove the software of all computers, destroy all (partial) copies of the Software from all storage media and return the documentation and materials relating to the Software to Noldus or its Authorized Partner.

5.5. Termination of this Agreement does not remove or reduce End-User's obligation to pay any outstanding license fees or other monies, all of which shall be due for payment immediately on termination of the EULA.

5.6. The following provisions shall survive termination of this EULA: Sections 3, 7, 9, 10 and this Section 5.6. In addition, any other provisions which are required to interpret and enforce the Parties' rights and obligations under the EULA shall also survive any termination or expiration of this EULA, but only to the extent required for the full observation and performance of the EULA.

# 6. WARRANTY

6.1. Noldus warrants that the Software as of the date of delivery to the End-User by Noldus or its Authorized Partner, the Software will, for a period of 90 days ("**Warranty Period**") materially conform to the specifications set out in the user documentation accompanying the Software ("**Specifications**"), provided that:

a. the Software is properly installed on a supported computer platform (as defined in documents that can be accessed on https://my.noldus.com) and used in accordance with the provisions of the accompanying user documentation and/or any Noldus-approved training course;

b. Noldus is notified in writing within 14 days after any non-conformity of the Software was known or should reasonably have been known to End-User and the End-User has made available all the information that might reasonably be required to allow Noldus to investigate, recreate and where possible remedy a non-conformity;

c. the Software has not been (a) altered, repaired or modified by any party other than Noldus or a third party provider approved by Noldus; or (b) used with software or a computer platform other than set out in the documents that can be accessed on https://my.noldus.com or have been subjected to negligence, or computer or electrical malfunction; or (c) were used, adjusted, or installed other than in accordance with instructions by Noldus.

6.2.Other than set out in Section 6.1, no warranties are expressed or implied with respect Software or any element thereof, including without limitation its quality, performance, accuracy, merchantability or suitability or fitness for any purpose, whether or not that purpose has been communicated by End-User to Noldus. The Software is a general product developed by Noldus for a wide range of solutions, requirements and situations and End-User is responsible for purchasing
the Software required for his needs. Noldus explicitly does not warrant that the Software shall be entirely without error or fault nor that it will operate without interruption. End-User agrees that such errors, faults or interruptions shall not be deemed material and cause to terminate this EULA.

6.3. The warranty by Noldus set out in Section 6.1 applies only to the first installation of the Software and will not apply, resume or renew upon delivery or installation of any subsequent update or upgrade to the Software, alteration in the number of EULA's granted for use of the Software, or any other extensions, upgrades or alterations to the Software where the Software has previously been delivered to or installed by the End-User.

6.4. The warranty by Noldus set out in Section 6.1 shall further not apply to Software that is licensed or otherwise made available at no cost, or Software that is designated as 'prototype', 'alpha' or 'beta' code, all of which are provided 'as is' and without warranty, representation or liability.

6.5. Upon receipt of an End-User's written notice of the Software not conforming to the Specifications during the Warranty Period, Noldus shall at its option and in its sole discretion (i) assist the Customer in correcting or replacing the non-conforming Software or, (ii) terminate the EULA immediately and refund the purchase price paid by the End-User. The remedies described above shall be End-User's sole and exclusive remedies. Upon expiration of the Warranty Period, Noldus shall have no obligation to provide such remedies.

6.6. Noldus and Authorized Partners, are not responsible for maintaining or supporting use of the Software or obligated to provide any updates, fixes or support to the Software unless otherwise expressly agreed in writing between End-User and Noldus or the Authorized Partners.

# 7. USE LIMITATION; LIABILITY; INDEMNIFICATION

7.1. End-User acknowledges that the Software is intended for research or training purposes only and agrees not to use the Software for diagnosis or treatment of disease in human subjects. End-User agrees not to use the Software in any application where the failure, malfunction or inaccuracy of the Software carries the risk of death or bodily injury.

7.2. Noldus Software shall not be used for collection of biometric data from human subjects without prior informed consent from the person whose data is being captured.

7.3. Noldus does not allow the use of its Software for the following applications:

a. Active defense, i.e. embedding Noldus Software in a weapon system;

b.Biometric data collection in criminal, security-related or similar investigations or procedures

c. Surveillance of people in public spaces for security purposes.

d. Any other use that may potentially violate fundamental human rights (https://www.un.org/en/about-us/universal-declaration-of-human-rights)

7.4. If Noldus notices that its Software is used for applications that it does not approve, this may lead to discontinuation of customer support and termination of the EULA.

7.5. To the fullest extent permitted by law, and not withstanding any other provision of this EULA to the contrary:

- a. In no event will Noldus or the Authorized Partners be liable to the End-User for Indirect Losses or for special, incidental, consequential, exemplary, enhanced, or punitive damages, including without limitation, any damages resulting from interruption of business, loss of use, loss of profits or revenue, or loss of business, arising out of or in connection with this EULA, the Software, or the performance of Noldus, the Authorized Partners, or third parties engaged by Noldus in the performance of this EULA, regardless of whether Noldus, the Authorized Partners, End-User, or any other person or entity has been advised of (or could have reasonably foreseen) the possibility of such damages or Indirect Losses. If, despite the provisions in this EULA, liability exists anyway, only direct damage will be eligible for reimbursement.

7.6. Noldus' and Authorized Partners' liability shall also be excluded, and Noldus and the Authorized Partners shall not have any liability under this EULA in the event of:

- a. End-User's use of the Software other than in accordance with Section 7.1;
- b. in the event of direct and indirect consequences of the End-User's failing to adhere strictly to the user documentation provided or made available by Noldus or the Authorized Partner; or
- c. any loss of or damage to files or data howsoever caused.

7.7. A liability claim will be unenforceable and lapse unless Noldus or the Authorized Partner receives a written notice thereof no later than 6 months after the discovery of an event or circumstance that gives or may give rise to that claim.

7.8. Noldus will hold harmless, defend, and indemnify End?User from and against all losses, damages, claims, liabilities, and expenses incurred by End?User that arise out of, relate to, or are caused by any third party claim that End?User's use of the Software, pursuant to the terms of the this EULA, infringes the intellectual property rights of such third party. If such a claim is made or appears likely to be made, Noldus, at its option, will have the

right to either (i) procure for the End?User the right to continue to use the Software, (ii) modify or replace the Software so that it is no longer infringing (in a manner that substantially retains its functionality and quality), or (iii) require End?User to terminate the use of and return the Software and refund a pro rata portion, if any, of the amount paid by End?User to Noldus for the infringing Software. Notwithstanding the foregoing, Noldus will have no liability to End?User if the infringement results from use of the Software in combination with software not provided by Noldus or from modifications made by Noldus to conform to specifications provided by End?User. The indemnification obligations in this section are subject to: (i) End?User giving Noldus prompt written notice of any claim (provided that End?User's failure to provide prompt written notice will only relieve Noldus of its obligations under this Section to the extent such failure materially limits or prejudices Noldus' ability to defend or settle such claim); (ii) the transfer of sole control of the defense and any related settlement negotiations to Noldus; and (iii) End?User's cooperation, at Noldus' expense, in the defense of such claim. THIS SECTION STATES END?USER'S SOLE AND EXCLUSIVE REMEDIES FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

7.9. End-User shall indemnify and hold harmless Noldus, the Authorized Partners, and the third parties engaged by Noldus from and against any and all losses (including Indirect Losses and special, incidental, consequential, exemplary, enhanced, or punitive damages) arising out of or caused by (i) any failure in the performance of the obligations of the End-User under the law, this EULA, or Noldus' General Terms and Conditions, or (ii) any and all third party claims on any grounds whatsoever, directly or indirectly related to the End-User's use of the Software, the contents thereof, or any results or materials generated by the Software.

7.10. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 7 SHALL APPLY EVEN IF END-USER'S REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

7.11. Noldus and End-User acknowledge and agree that the parties entered into this EULA in reliance upon the limitations of liability set forth in this Section 7, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

# 8.MISCELLANEOUS

8.1. Parties may communicate with each other by electronic mail. Parties recognize the risks associated with electronic mail and declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. If a Party is in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.

8.2. The invalidity or unenforceability of any provision this EULA shall not affect or limit the validity or enforceability of any other provisions thereof. Any such invalid or unenforceable provision shall be deemed to be substituted by a provision that is considered to be valid and enforceable. The interpretation of the substituting provision shall be as close as possible to the economic, legal and commercial objectives of the severed provision.

8.3. Failure by Noldus or the Authorized Partner to enforce any of its rights under the EULA shall not constitute a waiver of such rights thereunder and shall not relieve End-User of its obligation to comply with such provisions. No waiver or amendment of any provisions therein shall be effective unless signed in writing by a Noldus representative. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver

8.4. Amendments or changes to this EULA can only be agreed upon in writing between the Parties.

8.5. The EULA shall be binding upon the Parties thereto, their legal representatives, successors and assigns. End-User shall not assign any right or obligation arising out of this EULA without the prior written consent of Noldus. Any attempt by End-User to assign or delegate any obligation hereunder shall be deemed null and void.

# 9.GOVERNING LAW: END-USERS USA OR CANADA

9.1. If End-User is a legal entity and its principal place of business is located in the United States of America or Canada, or if End-User is an individual whose primary residence is located in the United States of America or Canada:

a. This EULA is exclusively governed by the laws of the Commonwealth of Virginia and the applicable federal laws of the United States of America, without regard to the conflicts of law provisions of any jurisdiction. Without limiting the previous sentence, End-User and Noldus expressly agree: (i) that the Virginia Uniform Computer

Information Transactions Act, Virginia Code §§ 59.1-501.1 *et seq.* ("**UCITA**"), and the United Nations Convention on Contracts for the International Sale of Goods ("**CISG**") are expressly excluded from this EULA, (ii) that any and all terms contained in UCITA or CISG will have no force or effect on any portion of this EULA, and (iii) that UCITA and CISG do not apply to this EULA or the Software.

b. Any and all claims and disputes arising out of or in connection with this EULA, the Software, or the performance or non-performance by either party of any of its obligations under this EULA, which End-User and Noldus cannot resolve amicably within a reasonable period of time, will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in the United States of America. Noldus and End-User consent to the exclusive personal jurisdiction of and venue in any such court.

c. To the extent permitted by law: End-User must commence or file any claim or action arising out of or relating to this EULA or the Software within six months after the cause of action accrues, otherwise, such claim or cause of action is permanently barred. To the extent permitted by law, End-User expressly waives the right to commence or file any such claim or action under any longer statute of limitations.

# 10.GOVERNING LAW: END-USERS OTHER COUNTRIES

10.1. If End-User is a legal entity and its principal place of business is located in any country other than the United States of America or Canada, or if End-User is an individual whose primary residence is located in any country other than the United States of America or Canada:

a. This EULA is exclusively governed by the laws of The Netherlands. The United National Convention for Contracts on the International Sale of Goods is expressly excluded.

b. Any disputes arising out or in connection with this EULA that cannot be solved amicably within a reasonable period of time will be submitted to the competent court in Arnhem, The Netherlands, for any dispute with End-Users having their principal place of business in the European Union. In the event that an End-User has its principal place of business outside the European Union, the United States of America or Canada, any dispute shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. Location shall be Arnhem, The Netherlands. The arbitration procedure shall be conducted by one (1) arbiter in the English language.

# Acknowledgments and copyright notices

MediaRecorder is a product of Noldus bv. However, MediaRecorder would not be what it is without the use of third-party software. This page lists software libraries and other software products used in MediaRecorder and links to license and compliance information and/or acknowledgments thereof.

For the complete Terms and Conditions in PDF format, see the PDF files in the folder Documentation\Legal\ **Acknowledgments**, located in your application folder (default: C:\Program Files\Noldus\MediaRecorder 6).

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| Adobe Acrobat Reader DC | Software for viewing PDF files | Adobe<br>http://www.adobe.com/#<br>Distribution Agreement<br>https://www.adobe.com/products/clients/all_agreement.html |
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| Ephiphan driver | A driver for Epiphan screen capture devices. | Epiphan<br>https://www.epiphan.com/<br>Software License Agreement<br>https://www.epiphan.com/support/dvi2usb-3-0-drivers-documentation/?utm_source=Support&utm_medium=Web&utm_campaign=DVI2USB3.0#tab-dvi2usb30-sla |
| Euresys H264 Picolo | Driver for the Euresys Picolo video capture cards | Euresys<br>http://www.euresys.com/<br>Terms & conditions<br>http://www.euresys.com/terms-conditions/ |
| HASP | Library for software protection | Safenet EULA<br>https://safenet.gemalto.com/DownloadNotice.aspx?dID=8589947119<br>Sentinel Gemalto<br>https://sentinel.gemalto.com/ |
| LEADTOOLS DirectShow filters | Video encoder and decoder software | LEADTOOLS<br>https://www.leadtools.com/ |
| Live555 | A set of C++ libraries for multimedia streaming | Live network Inc.<br>http://www.live555.com/<br>License agreement<br>http://www.live555.com/liveMedia/faq.html#copyright-and-license |
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| Pylon Camera Software Suite Windows | A driver for Basler cameras | Basler<br>https://www.baslerweb.com/<br>End-User License Agreement<br>https://www.baslerweb.com/en/service/pylon-eula/ |
| Windows API Code pack - Core | Core library for Windows API Code Pack | Microsoft Software License Terms<br>Microsoft Windows Api Code Pack For Microsoft .net Framework<br>https://github.com/aybe/Windows-API-Code-Pack-1.1/blob/master/LICENCE |
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| Wix Toolset | Tools for software installers | Wix Toolset<br>http://wixtoolset.org/<br>.NET Foundation<br>https://dotnetfoundation.org/<br>Microsoft Reciprocal License (MS-RL)<br>http://wixtoolset.org/about/license/ |

# Upgrade to MediaRecorder 6.5

## Procedure

1. Upgrade MediaRecorder
2. Upgrade your MediaRecorder license to continue working with your hardware key
3. Upgrade recording devices

# Upgrade MediaRecorder

## Aim

To upgrade an older version of the MediaRecorder software to version 6.5.

## Prerequisites

You have an older MediaRecorder version.
You obtained an activation key for your MediaRecorder license.

## Procedure

1. Download the installation files from my.noldus.com, and extract the contents.
2. Browse to the file **MediaRecorder [Version number] Setup.exe** and double-click it.
3. Follow the steps on your screen to install MediaRecorder 6.5.
4. Activate your MediaRecorder license.

# Upgrade your MediaRecorder license to continue working with your hardware key

## Aim

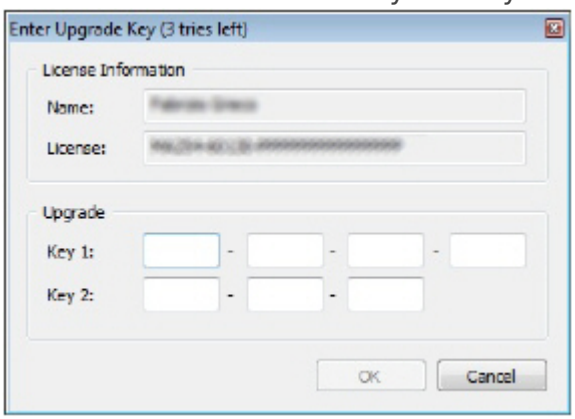
To configure your hardware key so that you can use it with the upgraded version of MediaRecorder.

## Prerequisites

- You upgraded MediaRecorder, or bought additional modules.
- You obtained an upgrade key for your MediaRecorder license.

## Procedure

1. Insert the hardware key into your computer and start the new version of MediaRecorder.
2. The system automatically detects the old license on the hardware key and the **Enter Upgrade Key** window appears. Enter the key codes that were supplied to you by Noldus IT. These numbers are normally sent by e-mail or are present in your welcome letter.




Notes

- MediaRecorder 6.5 can be installed parallel to MediaRecorder 5, however, we recommend to uninstall older versions.
- If you have a previous version of MediaRecorder on a computer with an operating system other than the 64-bit versions of Windows 10, you should either upgrade Windows, or install MediaRecorder on a computer with one of these operating systems.
- After upgrading to MediaRecorder 6.5, new settings should be made for the cameras.

# Upgrade recording devices

## Drivers and firmware

A device driver is software that allows communication between your operating system and the recording device. Noldus IT tests MediaRecorder with the latest device drivers and does not support older drivers. When you upgrade MediaRecorder, usually you must also upgrade device drivers.

Firmware is software that is present in the recording device. Not all recording devices have firmware. Noldus tests MediaRecorder with the latest firmware and does not support older firmware, unless stated otherwise. When you upgrade MediaRecorder, you may also need to upgrade device firmware.

## Upgrade device drivers

1. Uninstall the old drivers with Windows Programs and Features. To do so, open the Control Panel and select **Programs and Features**. Locate the driver of your recording device and click **Uninstall**.
   See the section your recording device for details on the driver names.
2. Install the new camera drivers.
   See the section on your recording device how to do so.

## Upgrade firmware

Check the website of the manufacturer of the recording device whether new firmware is available. If this is the case, install the new firmware.