

Barco ClickShare Desktop App Product Specific End User License Agreement

THIS PRODUCT SPECIFIC USER LICENSE AGREEMENT (EULA) TOGETHER WITH THE BARCO GENERAL EULA ATTACHED HERETO SET OUT THE TERMS OF USE OF THE SOFTWARE.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE OPENING OR DOWNLOADING AND USING THE SOFTWARE.

DO NOT ACCEPT THE LICENSE, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE UNLESS YOU CAN AGREE WITH ITS TERMS AS SET OUT IN THIS LICENSE AGREEMENT.

1. Entitlement

Barco ClickShare Desktop App (the "Software") is as a wireless presentation solution that allows a user to share content from a laptop or desktop to a meeting room screen.

The Software can be used upon download from the website www.clickshare.app. This download is free of charge. The Software can only be used in combination with a ClickShare Base unit ("Barco ClickShare Product").

a) Term

The Software can be used for as long as you operate the Barco ClickShare Product.

b) Deployment

The Software can be activated by downloading and installing it from www.clickshare.app.

c) Use

The Software can be used solely in combination with a Barco ClickShare Product. A Quick Start Guide explaining how to use the Software can be obtained from <https://www.barco.com/en/clickshare/app>.

2. Enabling hardware

The Software can only be used in combination with a Barco ClickShare Product.

3. Support

New versions of the Software, including patches for errors, are released on a monthly basis. The Software automatically informs you when a new upgrade is available.

4. Terms of Use

The Software can be used as set out in the Barco EULA attached hereto.

The provisions of this Product Specific EULA override the Barco generic EULA in case of conflicts or inconsistencies.

In case of (inadvertent or other) non-compliance (e.g. where the actual use overshoots the use authorized hereunder), Barco shall have the option to suspend access to the Software until the non-compliance is remedied, failing of which Barco may terminate the License Agreement as set out herein.

5. Privacy

The ClickShare Desktopapp privacy policy describes the processing of personal data via the software which is accessible via the following link <https://www.barco.com/en/clickshare/app>.

Via the Software, Barco may gather technical information about (i) the functioning and the functionality of the products which are connected through the Software, and/or (ii) as provided by you or generated by your use of the Software ("Functional Information"). Barco may make use of such Functional Information for purposes of analytics, for developing and improving products and services, offering products and services to your organization and/or allowing third parties to access such Functional Information in accordance with Barco's product privacy statement: <https://www.barco.com/en/about-barco/legal/privacy-policy/product-privacy-statement>.

6. Other Terms

Open Source components

The Software contains software components released under an Open Source license.

A list of the third party components used is available on <https://www.barco.com/en/clickshare/app>.

Retention of data

Barco right to use and retain Functional Information (section 10.2 of the EULA) shall survive the term of this EULA.

BARCO END USER LICENSE AGREEMENT

By accepting these terms (through tick box or other mechanism designed to acknowledge agreement to the terms of an electronic copy of this License Agreement), or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Software (as defined below), (i) you accept this License Agreement on behalf of the entity for which you are authorized to act (e.g., your employer) and you agree to act in a manner consistent with this License Agreement (or, if there is no such entity for which you are authorized to act, you accept this License Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement), and (ii) you represent and warrant that you are duly empowered by the end user in case you act on behalf of such entity.

These terms apply to your use of the Software as of and for the original Term of your license. When you renew or purchase an additional license, the then current version of this License Agreement shall apply and will remain unchanged during the term of that license and/or in respect of such changed elements. The other contract documents (Product Specific EULA; Maintenance and Support Agreement, if and when provided alongside with this document) applies in addition to these terms and constitute the entire License Agreement. You acknowledge that an electronic copy of this Agreement shall have the same proving value as a hard copy signed by the parties.

If you are unwilling to accept this License Agreement on these terms, or you do not have the right, power and authority to act on behalf of and bind such entity (or yourself as an individual if there is no such entity), DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE.

1. Definitions

"Affiliate" means any corporation or other entity directly or indirectly, controlling, controlled by or under common control with such corporation or entity. For the purpose of the above, "control" shall mean (i) the ownership or control, directly or indirectly, of fifty percent (50%) or more of the equity capital or the shares or voting rights in the corporation or other entity in question or (ii) the control of the composition of the board of directors of the corporation or other entity in question.

"Barco" means Barco NV (company number 0473.191.041) with company address at Beneluxpark 21, 8500 Kortrijk, Belgium, or its designated Affiliate licensing to you the proprietary software which is the subject matter of this Agreement.

"Documentation" means all technical, reference and installation manuals, user guides, published performance specifications and other written documentation provided by Barco generally to its licensees with respect to the Software, along with any modifications and updates thereto;

"DRM" means Barco's digital rights management platform used to provide access to and access conditions of the Software.

"License Agreement" means this Barco End User License Agreement (EULA), incorporating the terms of the Product Specific EULA, and any modifications thereof as set out herein.

"Product Specific EULA" means the supplemental software terms applicable

"Software" means the computer software, released in object code only, which is being licensed hereunder, as described in the applicable purchase order and related Product Specific EULA.

"Term" means the period set out in article 9.1 hereof, as well as any agreed renewal period.

"you" means the entity on behalf of which these terms are accepted, and any of its representatives having access to the Software.

2. License Grant

2.1 License Scope. Subject to compliance with all license terms and payment of applicable fees, Barco grants you a limited, non-exclusive, non-assignable, non-transferable, non-sub-licensable license to use the Software exclusively in accordance with the conditions and parameters set forth herein. Save for the Product Specific EULA or any broader license terms confirmed through the DRM tool, the license under this License Agreement applies to one (1) copy of the Software to be used on one single computing device by one (1) single user. Installation on a computing device that may be concurrently accessed by more than one user shall not constitute a permitted use and a separate license is required for each user connecting at the same time to a computing device on which the Software is being deployed.

2.2 License Type. The applicable license type, and your rights in time, deployment and usage, are further detailed in the Product Specific EULA (in the absence of which the scope shall be as set in article 2.1 hereof).

2.3 License restrictions.

Intended Use. You agree to use the Software solely as permitted by this License Agreement (and any Product Specific EULA made part of it), by any applicable laws and in a matter consistent with its design and Documentation.

No Transfer (License Agreement). You agree not to transfer, assign or sublicense your license rights to any other person or entity, unless Barco's prior written consent is obtained.

No Transfer (Software). If you deactivate or uninstall the Software from the computer device on which it was originally installed, this will terminate this License Agreement unless otherwise and specifically approved by Barco. You agree not to use the Software in association with other hardware or software that allows to pool connections, reroute information or in any other way enables to breach or circumvent the license restrictions by enabling the deployment and use of the Software by more than the authorized number of devices or users (e.g. multiplexing) or otherwise attempts to reduce the number of licenses actually required.

Authorized Users. The use of the Software is restricted to persons within your organization, or any third party representatives operating under your responsibility and control, provided any such persons have accepted the terms of this License Agreement. You agree not to use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the prior written authorization of Barco. You shall not lease, rent, sell or otherwise transfer or grant a security or other interest in the Software.

No Modifications. You shall not make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same.

No Reverse Engineering. You agree not to reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction, or except to the extent Barco is legally required to permit such specific activity pursuant to any applicable open source license.

Code required to ensure interoperability. To the extent required by law, and at your written request, Barco shall provide you with the interface information needed to achieve interoperability between the Software and another independently created programs used by you, on payment of Barco's applicable fee (if any). You shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with terms and conditions which Barco makes applicable.

No Unbundling. The Software may include various applications and components, may support multiple platforms and languages, and may be provided on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product on devices as permitted herein. You agree not to unbundle the component parts of the Software for use on different computer devices.

Territory. You agree to use the Software solely in the territory or region where you obtained the Software from Barco or its authorized reseller or as otherwise stated in the Documentation. Any export if permitted shall comply with any applicable (export) laws and regulations.

2.4 Your Infrastructure. You remain responsible to procure and maintain hardware, operating system, network and other infrastructure (the "Infrastructure") required to operate the Software and to keep such Infrastructure functioning and virus-free. You acknowledge that the Software is a complex computer software application, and that the performance thereof may vary depending hardware platform, software interactions and configuration. You acknowledge that the Software is

not designed and produced specifically to meet your requirements and expectations and the selection of the Software by you is entirely your own choice and decision.

3. Ownership. Intellectual Property Rights.

3.1 Ownership. Any Software is licensed, not sold to you, on a non-exclusive basis for use only under the terms of this License Agreement, and Barco and its suppliers reserve all rights not expressly granted to you. You may own the carrier on which the Software is provided, but the Software is owned and copyrighted by Barco or by third party suppliers. Your license confers no title or ownership and is not a sale of any rights in the Software or its Documentation.

3.2 Third Party Materials. The Software may contain or require the use of certain third party technology (whether proprietary or open source software), identified by Barco in the Documentation, readme file, third-party click-accept, on www.barco.com or elsewhere (the "Identified Components"). Identified Components may be subject to additional and/or different terms and you agree that the Identified Components are licensed under the terms, disclaimers and warranties of their respective licenses which in the forthcoming case shall override the provisions of this License Agreement.

3.3 Source Code Access. To the extent required under third party (open source) license terms, and for a period of 36 months following your acceptance of this License Agreement, Barco shall provide access to the source code controlled by a third party (open source) license, via email or download link. If the relevant license terms require so, you may require Barco (attn. its legal department, at the address stated above) to obtain such code on tangible medium against payment of the cost of media, shipping and handling.

3.4 Trademarks / Copyright. Any brand and product names mentioned in relation to the Software may be trademarks, registered trademarks or copyrights of their respective (third party) holders. In addition, the Software is protected by national and international laws and treaty provisions. Copyright on the Software components belongs to the respective initial copyright holder, each additional contributor and/or their respective assignee(s), as may be identified in the Software Documentation, source code, README file, or otherwise. You shall not remove or obscure or otherwise alter any trademark, copyright or other proprietary notices, legends or logo's placed on or contained within the Software.

3.5 Trade Secrets. You acknowledge that the Software embodies valuable trade secrets of Barco and its third party licensors and agree not to disclose, provide or otherwise make available such trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Barco. You shall implement all reasonable security measures to protect such trade secrets.

4. Support

4.1 Principle. Barco is under no obligation to provide support and maintenance in respect of the Software, except as included in a Product Specific EULA and/or to the extent you have entered into a separate maintenance and support agreement and paid applicable maintenance and support fees. Any unauthorized use of the Software, as specified in any maintenance and support agreement, may prohibit Barco from providing such support and maintenance.

4.2 Support policy. Maintenance releases updates or upgrades can be obtained under the terms of a separate maintenance and support agreement which is being offered to you. Such agreements, together with the support included in a Product Specific EULA, include Barco's sole liability and your sole remedy in respect of the support and maintenance of the Software. You agree to install any maintenance releases to address bugs or security issues in the Software if the same are being provided to you. Barco will keep you informed as of when earlier versions of the Software are no longer serviced.

4.3 Remote connectivity. Barco may require, as a material condition to provide maintenance or support, that the Software remains remotely connected with Barco over a network.

5. Warranty

EXCEPT FOR THE LIMITED WARRANTY THAT MAY APPLY AS PER THE PRODUCT SPECIFIC EULA, YOU UNDERSTAND THAT THE SOFTWARE IS BEING PROVIDED TO YOU "AS IS". BARCO DOES NOT MAKE NOR INTENDS TO MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR THAT YOU WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT INTERRUPTIONS OR THAT SUCH ERRORS WILL BE CORRECTED BY BARCO. EXCEPT FOR ANY MAINTENANCE AND SUPPORT OBLIGATIONS SEPARATELY AGREED, YOU ARE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH RECTIFICATION, REPAIR OR DAMAGE CAUSED BY SUCH ERRORS. IN THE FORTHCOMING CASE, THE WARRANTY DISCLAIMER FOUND IN APPLICABLE OPEN SOURCE LICENSES SHALL OVERRIDE THE PROVISIONS OF THIS LICENSE AGREEMENT.

6. Compliance and Enforcement

6.1 Reporting and Audit. In addition to good practice record-keeping obligations, you agree to report the use of the Software and relating billing metrics in the DRM or otherwise as agreed. You grant to Barco and its designated auditors, at Barco's expenses, the right to verify your deployment and use of the Software during your normal business hours so as to verify your compliance with the License Agreement. In the event such audit reveals non-compliance with your payment obligations hereunder, you shall promptly pay to Barco the appropriate license fees plus the reasonable cost of conducting the audit.

6.2 Fair Use Monitor. You are informed and acknowledge that the Software includes technology which allows to remotely decrease (in part or in full) the functionality of the Software (the "Fair Use Monitor"). Such technology is an enabling tool and a material condition precedent for Barco to enter into this License Agreement.

6.3 Enforcement. Upon breach of the License Agreement (including overdue payment), Barco shall inform the then known user, through the DRM or otherwise in writing, (i) which condition of the License Agreement (including payment terms) is violated; (ii) allow a period of 8 calendar days to cure such breach, if it can be cured at all; and (iii) inform which part of the functionality Barco intends to reduce (all Software or certain additionally licensed features only; in part or in full) if the breach is not remedied on time and in full.

6.4 Remedy. If the breach is not cured within the applicable remedy period (or cannot be cured at all), Barco shall have the option (i) to cause you to procure such additional licenses required as per the actual usage; (ii) to reduce the Software's functionality, including through the use of the Fair Use Monitor; or (iii) to terminate the License Agreement as set out herein, without prejudice to any other remedies available at law, under contract or in equity.

6.5 Indemnification. YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BARCO AND BARCO'S AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, LIABILITY, LOSS, DAMAGES, FEES AND COSTS (INCLUDING ATTORNEY FEES), AND OTHER EXPENSES INCURRED OR SUFFERED BY BARCO ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY YOU OF THE TERMS OF THIS SOFTWARE LICENSE.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BARCO ACCEPTS NO LIABILITY FOR ANY DAMAGES, LOSSES OR CLAIMS YOU OR ANY THIRD PARTY MAY SUFFER AS A RESULT OF YOUR USE OF THE SOFTWARE. IN JURISDICTIONS WHERE BARCO'S LIABILITY CANNOT BE EXCLUDED, BARCO'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID FOR THE SOFTWARE DURING THE TWELVE MONTHS PRECEDING THE CLAIM (OR AN AMOUNT OF 250 EURO IF NO FEE WOULD BE PAID) IN THE AGREGATE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BARCO BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE SOFTWARE, THIS SOFTWARE LICENSE OR THE PERFORMANCE OR PURPORTED PERFORMANCE OF OR FAILURE IN THE PERFORMANCE OF BARCO'S OBLIGATIONS UNDER THIS SOFTWARE LICENSE OR FOR ANY ECONOMIC LOSS, LOSS OF BUSINESS, CONTRACTS, DATA, GOODWILL, PROFITS, TURNOVER, REVENUE, REPUTATION OR ANY

LOSS ARISING FROM WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OF THE SOFTWARE AND ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES WHICH MAY ARISE IN RESPECT OF USE OF THE SOFTWARE, EVEN IF BARCO HAS BEEN ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE.

8. Confidentiality

8.1 Confidential Information. You will be receiving information which is proprietary and confidential to Barco during the procurement and Term of this License Agreement. "Confidential Information" shall include (i) the underlying logic, source code and concepts of the Software or other trade secrets (the access to which is strictly limited as expressly set out herein), (ii) any information designated as confidential by Barco or which has the necessary quality of confidence about it and (iii) any license key provided by Barco to you hereunder.

8.2 Non-Disclosure. You agree not to divulge any Confidential Information to any persons without Barco's prior written consent provided that this article 8 shall not extend to information which was rightfully in your possession prior to the commencement of this License Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this article 8), to the extent it is required to be disclosed by law or which is trivial or obvious. You agree not to use any Confidential Information except for the authorized purpose hereunder. The foregoing obligations as to confidentiality shall survive the Term of this License Agreement.

9. Term and Termination

9.1 Term. The duration of this License Agreement will be from the date of your acceptance (as set forth above) of the Software (whereby you acknowledge that use of the Software implies acceptance), until you de-activate the Software, discontinue the use of the device on which the Software was first installed for its intended use or the expiration of the limited time period set out in the Product Specific EULA, whichever comes first.

9.2 Termination. You may terminate this License Agreement at any time by destroying all copies of the Software then in your possession and destroying all Documentation and associated materials, or returning the same to Barco or the appointed Barco reseller that sold or provided these to you. Barco may terminate this License Agreement, immediately or gradually in accordance with article 6 hereof, by informing you at any time if any user is in breach of any of the License Agreement's terms.

9.3 Consequences of Termination. All rights associated with the use of the Software and the acquisition of updates and upgrades cease once the License Agreement is terminated or expires. Termination or expiry of your license will not entitle you to any retroactive refund of current or past payments.

10. Other relevant terms

10.1 Personal Data. Whether or not Barco assumes the role of processor of personal data (as stated in the Product Specific EULA), you remain solely responsible for complying with all applicable data protection laws and for implementing and maintaining privacy protection and security measures (especially for components that you provide or control). Barco disclaims any liability for any data not provided by Barco, or any use of the Software outside the intended use as per this License Agreement or an applicable data processing annex.

10.2 Functional Information. Via the Software, Barco may gather technical information about (i) the functioning and the functionality of the products which are connected through the Software, and/or (ii) as provided by you or generated by your use of the Software ("Functional Information"). Barco and its service providers may process and use such Functional Information for analytics purposes, for developing and improving products and services, offering products and services to your organization, all based on the legitimate interest of Barco of evaluating the market, assessing and improving its products and conducting research and development. All knowhow, inventions and works derived by Barco from the Functional Information will be exclusively owned by Barco.

11. Final Clauses

11.1 Entire Agreement. This License Agreement is the only understanding and agreement between you and Barco for use of the Software. This License Agreement supersedes all other communications, understandings or agreements we had prior to this License Agreement (with the exception of any continuing confidentiality agreement).

11.2 Notices. Notices can be validly delivered through the DRM and alternatively or additionally to the parties' last known address.

11.3 Severability. This License Agreement shall not be altered, amended or varied, except by written agreement signed by its parties. If any provision of this License Agreement is determined to be illegal, void or unenforceable, or if any court of competent jurisdiction in any final decision so determines, this License Agreement shall continue in full force save that such provision shall be deemed to be deleted with effect from the date of such decision, or such earlier date, and shall be replaced by a provision which is acceptable by law and which embodies the intention of this License Agreement as close as possible.

11.4 Export. You acknowledge that this Software may be subject to U.S. or other governments' Export control laws and regulations. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. or other governments.

11.5 Survival. The provisions of articles 3, 5, 6, 7, 8, 10 and 11 will survive the termination of this License Agreement, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this License Agreement.

11.6 Assignment. You are not allowed to assign this Agreement in part or in full to any third party without Barco's consent. Barco shall be entitled to assign all or any of Barco's obligations hereunder to a third party and/or any of Barco's Affiliates.

11.7 Law and Jurisdiction. The construction, validity and performance of this License Agreement shall be governed in all respects by the laws of Belgium, without recourse to its conflict of law principles. All disputes arising in any way out of or affecting this License Agreement shall be subject to the exclusive jurisdiction of the courts of Kortrijk (Belgium), without prejudice to enforcement of any judgment or order thereof in any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (the "Convention") shall not apply to this License Agreement, however, if the Convention is deemed by a court of competent jurisdiction to apply to this License Agreement, Barco shall not be liable for any claimed non-conformance of the Software under Article 35(2) of the Convention.

YOU HEREBY ACKNOWLEDGE TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT AS INDICATED ABOVE