

## BARCO END USER LICENSE AGREEMENT

These license terms are an agreement between You and Barco with regards to the Barco Software and/or Barco Connected Services used subject to the relevant Product Specific Terms. Additional services may be subject to additional terms. Updated software versions may be subject to new or additional terms; in which case those different terms apply prospectively and do not alter Your or Barco's rights relating to pre-updated software.

Please read this document carefully before opening, downloading, installing, or using the Barco Technology. If You accept these terms on behalf of an entity (e.g., your employer or customer), You represent and warrant that You are duly empowered by such entity to act on its behalf.

BY USING THE BARCO TECHNOLOGY, YOU AGREE TO UNCONDITIONALLY ACCEPT THE BARCO TECHNOLOGY AND AGREE TO COMPLY WITH THESE TERMS.

### 1. Definitions

"Affiliate" means any corporation or other entity directly or indirectly, controlling, controlled by or under common control with such corporation or entity. "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.

"Barco Partner" means a Barco authorized reseller, distributor, integrator or other intermediary authorized by Barco to sell Barco Technology

"Barco Technology" means, as relevant, the Barco Software application used by You and/or the Barco Connected Service used in respect of the Software.

"Connected Service" means such part of the Barco Software and Documentation provided to You under this EULA and Product Specific Terms, that is provided and/or accessed from a cloud service provider.

"Data Processing Annex" means the annex referenced in article 13.1. applicable in respect of the relevant Connected Service and personal data processed thereunder.

"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 Barco Technology, along with any modifications and updates thereto, excluding third party content (if applicable), content related to future functionality or communication exchanged between Barco and the user.

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

"EULA" means this Barco End User License Agreement and its annexes, incorporating the terms of the relevant Product Specific Terms, and Data Processing Annex and any modifications thereof as set out herein.

"Product Specific Terms" means the additional product related terms applicable pursuant to article 2.6 hereof, specifically in respect of the to the Barco Technology made available to You.

"Software" means the computer software identified in Product Specific Terms, released in object code only, which is being licensed hereunder.

"Term" means the period set out in article 12.1 hereof, as well as any agreed renewal term.

"User Data" means electronic data, text, documents, pictures, videos, or other materials You upload to generate and/or store within the Barco Technology.

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

## **2. License Scope and Exclusions**

- 2.1 License Scope. Subject to Your 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 Barco Technology exclusively in accordance with the Permitted Use and conditions and parameters set forth herein ("Usage Rights")
- 2.2 Permitted Use: You agree to use the Barco Technology solely as permitted under this EULA, by applicable laws and in a matter consistent with its design and Documentation. You agree to use the Barco Technology solely in the territory or region where you obtained the Barco Technology from Barco or a Barco Partner, or as otherwise stated in the Documentation.
- 2.3 One copy on one single computing device: Unless broader usage rights are granted under Product Specific Terms, the license under this EULA is restricted to one (1) copy of the Barco Technology on one single computing device. If You deactivate or uninstall the Software from the computer device on which it was originally installed, this will automatically terminate this EULA unless otherwise and specifically approved by Barco. You agree not to use the Barco Technology 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 and users (e.g., multiplexing) or otherwise attempts to reduce the number of licenses required. The Barco Technology 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 Barco Technology is designed and provided to You for use as a single product on devices as permitted herein. You agree not to unbundle the component parts of the Barco Technology for use on different computer devices.
- 2.4 One single user: The use of the Barco Technology is restricted to persons within Your organization, or any third-party representatives authorized by You, provided You will remain responsible for those third parties operating under your responsibility and control with regards to their compliance to the terms of this EULA ("Authorized User"). Unless broader usage rights are granted under Product Specific Terms, the license under this EULA applies to one (1) single Authorized 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 will be required for each user connecting at the same time to a computing device on which the Barco Technology is deployed. You agree not to use or permit the Barco Technology 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.
- 2.5 No modifications: You shall not make error corrections to or otherwise modify or adapt the Barco Technology or create derivative works based upon the Barco Technology or permit third parties to do the same. You agree not to (attempt to) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Barco Technology to human-readable form, except as permitted under applicable law or to the extent Barco is legally required to permit such specific activity pursuant to any applicable Open-Source license.
- 2.6 Product Specific Terms. The "Product Specific Terms" set out the applicable license type, and Your rights in time, deployment, and usage, and terms different or additional to the terms and conditions contained in this EULA that apply to certain, specific Software and/or hardware products or product groups, or to specific uses to which the Software may be put. The Product Specific Terms are provided as part of the Documentation (as may be set forth on a separate, online site for each set of the Product Specific Terms), are accepted (including by electronic acceptance on-line) upon first and continued use of the Software, and are herewith integrated in this EULA by reference. If there is a conflict between the terms of this EULA, on the one

hand, and the Product Specific Terms, on the other hand, then the Product Specific Terms will prevail in regard to the applicable Barco product, product group or specific use.

- 2.7 Connected Services. Should your Usage Rights pertain to Barco Connected Services, You will not intentionally (a) interfere with other customers' access to, or use of, the Connected Service, or with its security; (b) facilitate the attack or disruption of the Connected Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Your use of the Connected Service that negatively impacts the Connected Service's operation; or (d) submit any information that is not contemplated in the applicable Documentation.
- 2.8 Evolving Technology. Barco may: (a) enhance or refine Barco Technology licensed hereunder, although in doing so, Barco will not materially reduce the core functionality of that Barco Technology, except as contemplated in this Section; and (b) perform scheduled maintenance of the infrastructure and software used to provide the Barco Technology, during which time You may experience some disruption to that Barco Technology. Whenever reasonably practicable, Barco or Your Barco Partner will provide You with advance notice of such maintenance. You acknowledge that, from time to time, Barco may need to perform emergency maintenance without providing You advance notice, during which time Barco may temporarily suspend Your access to, and use of, the Barco Technology. Barco may end the life of Barco Technology, including component functionality ("EOL"), by providing written notice on [www.barco.com](http://www.barco.com).
- 2.9 Open Source Software: The Barco Technology may include certain open source components that are subject to open source licenses ("Open Source Software"), in which case, the embedded Open Source Software is owned by a third party. The Open-Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open-Source Software is licensed under its applicable license terms which accompanies such Open-Source Software. Nothing in this EULA limits Your rights under, nor grants You rights that supersede, the terms and conditions of any applicable license terms for the Open-Source Software. Any fees charged by Barco in connection with the Barco Technology, do not apply to the Open-Source Software for which fees may not be charged under the applicable license terms. A list of the third-party components released under an Open-Source license and related license terms, is available in the Documentation, the Software's README files, through the "My Barco" section of the Barco website or through other (online) means.
- 2.10 Demo Use. If Barco grants You Usage Rights in the applicable Barco Technology on a trial, evaluation, or other free-of-charge basis ("Demo Software and Services"), You may only use the Demo Software and Services on a temporary basis for the period limited by the license key or specified by Barco or Your Barco Partner in writing. If there is no period identified, such use is limited to 30 days after the Demo Software and Services are made available to You. If You fail to stop using and/or return the Demo Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice. Barco, in its discretion, may stop providing the Demo Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Barco Software or Connected Service. The Demo Software and Services may not have been subject to Barco's usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where explicitly agreed to in writing by Barco, You will not put Demo Software and Services into production use. Barco provides Demo Software and Services "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Barco will not have any liability relating to your use of the Demo Software and Services.
- 2.11 Noncompliance: Any noncompliance to the above defined license scope and Permitted Use will automatically and at Barco's option (i) terminate Barco's obligation to provide warranty, updates, any level of support and or (ii) may terminate your access to a Barco Technology in accordance with clause 9.1. or until such noncompliance is remediated.

### **3. Your infrastructure**

- 3.1 Your Infrastructure. You remain responsible to procure and maintain hardware, operating system, network, and other infrastructure (the "Infrastructure") required to operate the Barco Technology and to keep such Infrastructure functioning and virus-free. You acknowledge that the Barco Technology is a complex computer software application, and that the performance thereof may vary depending on hardware platform, software interactions and configuration. You acknowledge that the Barco Technology is not designed and produced specifically to meet Your requirements and expectations and the selection of the Barco Technology by You is entirely Your own choice and decision.
- Barco ensures the processing unit, as connected to the customer's internal network, is equipped with the industry standard protection against penetration and hacking, as offered by the supplier of the operating system. No additional preventive measures (e.g. firewalls, anti-virus) are provided by default and security is limited to the default operating system's applications against external threats.
- You remain responsible to protect your Infrastructure against hacking, abuse or public exposure of Your data, and the data of any of Your users, due to vulnerabilities outside Barco's network, Barco's products, or otherwise beyond Barco's control.
- 3.2 Account Access. you will keep all account information up to date, and use reasonable means to protect your account information, including login credentials and passwords. You will inform Barco promptly in case of suspected or known unauthorized usage of your account.

### **4. Fees**

- 4.1 Fees for Your use of Barco Technology are set out in the order confirmation issued by Barco or Your Barco Partner, and the relevant Product Specific Terms. If You use Barco Technology beyond the limits set out in your order Confirmation ("Overage"), Barco or Your Barco Partner may invoice You, and You agree to pay, for such Overage under the then current terms and conditions.

### **5. Access to code**

- 5.1 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 Barco Technology 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.
- 5.2 Source Code Access (Open Source). To the extent required under third party (open source) license terms, and for a period of 36 months following Your initial acceptance of this EULA, 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. If the relevant license terms permit user modifications, any such user modification will terminate Barco's obligation to provide warranty, updates, or any level of support on the Software and may terminate Your access to a Barco Connected Service.

### **6. Ownership. Intellectual Property Rights**

- 6.1 Ownership. Any Barco Technology is licensed, not sold to You, on a non-exclusive basis for use only under the terms of this EULA, and Barco and its suppliers reserve all rights not expressly granted to You. You shall not lease, rent, sell, make available, monetize, or otherwise transfer or grant a security or other interest in the Barco Technology or its Documentation. You may own the carrier on which the Barco Technology is provided, but the Barco Technology is owned and copyrighted by Barco or by third party suppliers.
- 6.2 Trademarks / Copyright. Any brand and product names mentioned in relation to the Barco Technology may be trademarks, registered trademarks, or copyrights of their respective (third party) holders. Copyright on the Barco Technology components belongs to the respective initial copyright holder or each additional contributor and/or their respective assignee(s), as may be identified in the Barco Technology 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 logos placed on or contained within the Barco Technology.

- 6.3 Third Party Materials. The Barco Technology 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](http://www.barco.com) or through other (online) means (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 EULA.
- 6.4 Feedback. You grant Barco a right to freely use and disclose any feedback or suggestions that you provide to us regarding the Barco Technology (the "Feedback"). You acknowledge that we may use any Feedback, including any ideas contained in Feedback, for any purpose, commercial or otherwise, without acknowledgment or compensation to You, including to develop, copy, publish, modify, or improve the Barco Technology in our sole discretion.
- 6.5 User Data. Barco will access, process, and use User Data in connection with Your use of the Barco Technology. You will remain the owner of such User Data and remain solely responsible such the User Data.  
You grant Barco and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display User Data: (i) to the extent necessary to perform its obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Barco Technology) or enforce its rights under this Agreement; or (ii) where required or authorized by law.
- 6.6 Functional Information. Via the Barco Technology, Barco may gather technical information about (i) the functioning and the functionality of the products which are connected, and/or (ii) as provided by You or generated by Your use of the Barco Technology ("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.

## **7. Support**

- 7.1 Principle. Except as included in Product Specific Terms and/or to the extent you have entered into a separate maintenance and support agreement and paid applicable maintenance and support fees, Barco is under no obligation to provide support and maintenance in respect of the Barco Technology. Any unauthorized use of the Barco Technology, as specified in this EULA and any maintenance and support agreement, may release Barco from providing such support and maintenance.
- 7.2 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 Product Specific Terms, state 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 provided to you to address bugs or security issues in the Software. Barco will keep you informed as of when earlier versions of the Software are no longer serviced.
- 7.3 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.

## **8. Warranty**

- 8.1 EXCEPT FOR THE LIMITED WARRANTY THAT MAY APPLY AS PER THE PRODUCT SPECIFIC TERMS, YOU UNDERSTAND THAT THE BARCO TECHNOLOGY 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 RIGHTS AND DOES NOT WARRANT THAT THE

BARCO TECHNOLOGY 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.

## **9. Compliance and Enforcement**

- 9.1 Enforcement. You acknowledge and allow Barco's usage of a DRM Tool to control and monitor usage and access and manage the Usage Rights granted You. Should Barco discover or suspect a breach of any of the terms of the EULA, it shall have the option, with or without notice, (i) to cause you to procure such additional licenses required as per the actual usage; (ii) to reduce the Barco Technology's functionality until such breach is remedied; or (iii) to terminate the EULA as set out herein, without prejudice to any other remedies available at law, under contract or in equity. Barco explicitly disclaims any liability for losses, damages or costs resulting from or linked its actions as described above.
- 9.2 Reporting and Audit. In addition to good practice record-keeping obligations, you agree to report the use of the Barco Technology and relating billing metrics in the DRM or otherwise as agreed. You grant to Barco and its designated auditors the right to verify your deployment and use of the Barco Technology and your compliance with this EULA. In the event such audit reveals non-compliance with Your payment obligations hereunder, such as but not limited to Overage, You shall promptly pay to Barco the appropriate license fees plus the reasonable cost of conducting the audit.
- 9.3 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 Your execution of this EULA.
- 9.4 Barco Indemnification. Barco will defend any third party claim against You in relation to Your rightful usage of Your Usage Rights, for third party infringement of patent, copyright, or registered trademark ("IP Claim"). Barco will indemnify you against the final judgement entered by a court of competent jurisdiction or any final settlements arising out of an IP Claim; provided that You (i) promptly notify Barco in writing of the IP Claim upon becoming aware of such Claim, (ii) fully cooperation with Barco in the defence of the IP Claim, (iii) grant Barco the right to exclusively control the defence and settlement of the IP Claim, and any subsequent appeal.

## **10. Limitation of Liability**

- 10.1 To the maximum extent permitted by law, Barco shall have no liability for any damages, losses or claims You, or any third party may suffer as a result of Your use of the Barco Technology. 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 Barco Technology during the twelve months preceding the claim (or an amount of 250,00 EUR if no fee would be paid) in the aggregate.
- 10.2 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 EULA or the performance or purported performance of or failure in the performance of Barco's obligations under this EULA 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 Barco Technology and any and all other commercial damages or losses which may arise in respect of use of the Barco Technology, even if Barco has been advised of the possibility of their occurrence.

## **11. Confidentiality**

- 11.1 Confidential Information. You will be receiving information which is proprietary and confidential to Barco during the procurement and Term of this EULA. "Confidential Information" shall include (i) the underlying logic, source code and concepts of the Barco Technology 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.

- 11.2 Trade Secrets. You acknowledge that the Barco Technology 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.
- 11.3 Non-Disclosure. You agree not to divulge any Confidential Information to any person without Barco's prior written consent, provided that this article 11 shall not extend to information which was rightfully in your possession prior to the commencement of this EULA, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this article 11), 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 Permitted Use. The foregoing obligations as to confidentiality shall survive the Term of this EULA.

## **12. Term and Termination**

- 12.1 Term. The duration of this EULA will be from the date of Your acceptance (as set forth above) of the Barco Technology (whereby you acknowledge that use of the Barco Technology implies acceptance), until You de-activate the Barco Technology (by uninstalling, discontinuing usage of the firmware, or otherwise) or, automatically, upon the expiration of the limited time period set out in the Product Specific Terms, whichever comes first.  
Usage Rights in Barco Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or Your Barco Partner placed with Barco ("Renewal Term") unless: (a) You notify us or Your Barco Partner in writing at least 45 days before the end of Your then-current Usage Term of Your intention not to renew; or (b) You or Your Barco Partner elect not to auto-renew at the time of the initial order placed with Barco. Upon renewal, license fees may be subject to change. The new fees will apply for the upcoming Renewal Term unless You or the Barco Partner promptly notify Barco in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.
- 12.2 Termination. Upon termination or expiration of this EULA at any time, You agree to destroy all copies of the Barco Technology then in Your possession and to destroy all Documentation and associated materials, or to return the same to Barco or to the Barco Partner that sold or provided these to you. Barco may terminate this EULA, immediately or in accordance with article 9 hereof, by informing You at any time if any user is in breach of any of the EULA's terms.
- 12.3 Consequences of Termination. All rights associated with the use of the Barco Technology and the acquisition of updates and upgrades immediately cease once the EULA is terminated or expires. Termination or expiry of Your license will not entitle You to any retroactive refund of current or past payments.

## **13. Other relevant terms**

- 13.1 Personal Data. The data of individuals permitted to use the relevant Connected Service is treated in accordance with the specific product related section in Barco's Product Privacy Statement available at Barco's website. Personal data included in a Barco Connected Service shall be processed in accordance with the Data Processing Agreement integrated in this EULA. Whether or not Barco assumes the role of processor of personal data, 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 Barco Technology outside the Permitted Use as per this EULA.

## **14. Final Clauses**

- 14.1 Entire Agreement. This EULA, together with the documents referenced herein, is the only understanding and agreement between You and Barco for Your use of the Barco Technology. This EULA supersedes all other communications, understandings, or agreements we had prior

- to this EULA (except for any continuing confidentiality agreement). You acknowledge that the copy of this EULA, digitally signed upon first use, shall have the same legal value as a hard copy signed by the parties.
- 14.2 Notices. Notices are delivered through the DRM and alternatively or additionally to the parties' last known address.
- 14.3 Severability. This EULA shall not be altered, amended, or varied, except by written agreement signed by its parties. If any provision of this EULA is determined to be illegal, void or unenforceable, or if any court of competent jurisdiction in any final decision so determines, this EULA 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 EULA as close as possible.
- 14.4 Export. You acknowledge and agree to comply with all applicable international and national laws that apply to the Barco Technology, 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.
- 14.5 Survival. The provisions of articles 4, 5, 6, 7, 8, 9, 10, 11, 13 and 14 will survive the termination of this EULA, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this EULA.
- 14.6 Assignment. You are not allowed to assign, transfer or sublicense this Agreement in part or in full to any third party without Barco's consent. Barco can assign all or any of Barco's obligations hereunder to a third party and/or any of Barco's Affiliates.
- 14.7 Law and Jurisdiction. The construction, validity and performance of this EULA 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 EULA shall be subject to the exclusive jurisdiction of the courts of Gent, division 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 EULA, however, if the Convention is deemed by a court of competent jurisdiction to apply to this EULA, Barco shall not be liable for any claimed non-conformance of the Barco Software under Article 35(2) of the Convention.



### **Product Specific Terms**

THE PRODUCT SPECIFIC TERMS CONTAIN ADDITIONAL TERMS AND CONDITIONS FOR THE SOFTWARE AND CLOUD SERVICES PROVIDED BY BARCO AND LICENSED UNDER THE END USER LICENSE AGREEMENT ("EULA") BETWEEN YOU AND BARCO (COLLECTIVELY, THE "EULA").

ONLY THOSE TERMS RELATED TO THE SPECIFIC SOFTWARE OR CLOUD SERVICES YOU OPERATE APPLY TO YOU. EXCEPT AS OTHERWISE SET FORTH IN THIS ANNEX, CAPITALIZED TERMS WILL HAVE THE MEANINGS AS IN THE EULA. TO THE EXTENT THAT THERE IS A CONFLICT BETWEEN THE EULA AND THE PRODUCT SPECIFIC TERMS, THE PRODUCT SPECIFIC TERMS WILL TAKE PRECEDENCE.

BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE OR CONNECTED SERVICE YOU AGREE TO COMPLY WITH THE PRODUCT SPECIFIC TERMS.

## **Data Processing Annex For Connected Services**

This Data Processing Agreement ("**DPA**") applies in respect of the Connected Service (if any) You operate under this EULA.

WHEREAS subject to the terms and conditions of this EULA and any Product Specific Terms, users are entitled to use identified products and/or services provided by or connected with Barco over the cloud (the "**Connected Services**") pursuant to the license entitlement granted by Barco to the entity ("**End User**") permitting You to access the Connected Services;

WHEREAS in rendering the Connected Services, Barco (acting as Data Processor) may from time to time be provided with, or have access to information of individuals who are permitted to use the Connected Services and this information may qualify as personal data within the meaning of the GDPR;

WHEREAS End User (acting as Data Controller) engages Barco as a commissioned processor acting on behalf of End User as stipulated in art. 28 GDPR;

WHEREAS European data protection laws require data controllers in EU/EEA countries to provide adequate protection for transfers of personal data to non-EU/EEA countries and such protection can be achieved by requiring processors to enter into the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries ("**EC Standard Contractual Clauses**") pursuant to Commission Decision 2010/87/EU of 5 February 2010 as set out in appendix III;

WHEREAS this DPA contains the terms and conditions applicable to the processing of such personal data by Data Processor as a commissioned data processor of Data Controller with the aim to ensure that the Parties comply with the Applicable Data Protection Laws.

### **1. Definitions**

For the purpose of this DPA, the terminology and definitions as used in the GDPR shall apply. In addition to that,

**"Affiliate"** means any of Affiliate(s) of End User which (a) is subject to the data protection laws and regulations of the EEA , and (b) is permitted to use the Connected Services.

**"Applicable Data Processor law"** means the Data Protection Laws that are applicable to Barco as the Data Processor.

**"Applicable Data Protection Law"** means the Data Protection Laws applicable to the Data Controller.

**"Barco"** means Barco NV, with registered office at President Kennedypark 35, 8500 Kortrijk Belgium and its subsidiaries.

**"Data Controller"** is a reference to End User.

**"Data Importer"** means the Data Processor or Sub-Processor that is located in a Third Country.

**"Data Exporter"** means the Data Controller if (a) (i) the Data Controller is located in the EEA or (ii) is located outside of the EEA and is subject to GDPR, and (b) Data Controller transfers personal data to a Data Importer.

**"Data Processor"** is a reference to Barco.

**"Data Protection Law"** means the GDPR and the laws and regulations containing rules for the protection of Data Subjects with regard to the Processing, including without limitation security requirements for and the free movement of Personal Data, implementing or completing the GDPR.

**"EC Standard Contractual Clauses"** means the European Union standard contractual clauses for international transfers from the European Economic Area to third countries, for the time being the clauses attached hereto as Appendix III by reference pursuant to the European Commission's decision (EU) 2021/914 of 4 June 2021 or any subsequent version issued pursuant to article 46(2) GDPR.

**"EEA"** means all member states of the European Union (excluding the United Kingdom), Norway, Iceland, Liechtenstein and, for the purposes of this DPA, Switzerland.

**"Employee"** means any employee, agent, contractor, work-for-hire or any other person working under the direct authority of Barco. However, "Employees" do not include "Sub-Processors".

**"End User"** is the person or entity on whose behalf this Exhibit DPA is accepted.

**"End User Data"** means Personal Data for which End User is the Data Controller under Applicable Data Protection law, which are being shared with Barco in the provision of the Connected Services.

**"GDPR"** means regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**"Non-Adequate Country"** means a country that is deemed not to provide an adequate level of protection of Personal Data within the meaning of the articles 44-45 GDPR.

**"Sub-Processor"** means any Processor engaged by Barco that Processes End User Data.

**"Third Country"** means those countries that are not member states of the EU or the EEA (as defined herein).

**"Third Party"** means any party other than Barco, Sub-Processor or End User.

## **2. Instructions**

2.1 To the extent Barco Processes End User Data required for the provision of the Connected Services it shall act as a Data Processor on behalf of End User, being the Data Controller.

2.2 End User is obliged to ensure that any instruction given to Barco is in compliance with Applicable Data Protection Law.

2.3 In the provision of the Connected Services, Barco shall Process the End User Data only on documented instructions from Data Controller unless Barco is required to Process End User Data by Union or by a Member State law to which Barco is subject; in such case, Barco shall inform the End User of that legal requirement before Processing, unless that law prohibits such information -.

2.4 The Agreement and this DPA are Data Controller's complete and final instructions to Barco with regard to the Processing.

2.5 Appendix I to this DPA sets out certain information regarding the Processing of the End User Data as required by article 28 of the GDPR (and possibly, equivalent requirements of other Data Protection Laws).

2.6 If Barco believes that an instruction of Data Controller infringes the Applicable Data Processor Law, Barco shall promptly inform Data Controller.

2.7 Any further instructions that go beyond the instructions contained in this DPA or the Agreement must be within the subject matter of this DPA and the Agreement. If the implementation of such further instructions results in costs for Barco, Barco shall inform Data Controller about an estimation and reasoning of such costs before implementing the instruction. Data Controller shall give further instructions generally in writing, unless the urgency or other specific circumstances require another form. Instructions in another form shall be promptly confirmed in writing by Data Controller.

## **3. Applicable law**

3.1 When performing this DPA, Data Controller shall comply with the Applicable Data Protection Law and Barco shall comply with the Applicable Data Processor Law.

3.2 Each party shall deal with reasonable requests for assistance of the other party (including of End User) to ensure that the Processing complies with Applicable Data Protection Law.

## **4. Obligations of Data Controller**

4.1 Data Controller warrants that Data Controller Personal Data is lawfully obtained from Data Subject and is lawfully provided to Barco under the Applicable Data Protection Law.

4.2. Data Controller further warrants that

- i) it provides Barco with Personal Data that is up-to-date and relevant for the Processing activities;
- ii) it has provided Data Subject all necessary and relevant information with regard to the Processing of the Personal Data as required under the Applicable Data Protection Law; and
- iii) the End User Data does not infringe any third-party rights.

4.3. Data Controller agrees that it remains the contact point for Data Subject and that it will inform Data Subject about this. Should a Data Subject contact Barco with regard to correction or deletion of its Personal Data, Barco will use commercially reasonable efforts to forward such requests to End User.

## **5. Obligations of Barco**

5.1 Security. Barco shall implement appropriate technical, physical and organisational security measures as specified in Appendix II taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons to ensure a level of security appropriate to the risk and to protect End User Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other forms of unlawful Processing including, but not limited to, unnecessary collection or further Processing.

5.2 Non-disclosure and confidentiality. Barco shall keep End User Data confidential and shall not disclose End User Data in any way to any Employee or Third Party without the prior approval of Data

Controller, except where, (i) subject to this Section, the Disclosure is required for the performance of the Processing, or (ii) subject to Section 8.1 ii), where End User Data need to be disclosed to a competent public authority to comply with a legal obligation or as required for audit purposes. Barco shall provide the Employees access to End User Data only to the extent necessary to perform the Processing. Barco shall ensure that any Employee it authorizes to have access to End User Data Processed on behalf of End User has committed himself to confidentiality or is under an appropriate obligation of confidentiality.

## **6. Sub-Processors**

6.1 Data Controller agrees that Barco may use Sub-Processors to fulfill its contractual obligations under this DPA or to provide certain services on its behalf, such as providing support services or hosting services. The Sub-Processors that are currently engaged by Barco to carry out Processing activities on End User Data on behalf of End User are mentioned in Barco's product privacy statement on <https://www.barco.com/nl/about-barco/legal/privacy-policy/product-privacy-statement>.

6.2 Barco shall inform the Data Controller of any intended changes concerning the addition or replacement of Sub-Processors via Barco's usual email notification process. Data Controller shall not unreasonably object to such changes.

6.3 Where Barco subcontracts (part of) the Processing of End User Data on behalf of End User, it shall do so only by way of a written agreement with the Sub-Processor which imposes the same or essentially the same data protection obligations on the Sub-Processor as are imposed onto Barco under this DPA. Barco remains liable for the Sub-Processor's breach of its data protection obligations under such written agreement.

## **7. Audit and compliance**

7.1 Barco shall, upon reasonable notice (no less than two (2) months) and not more than once every two years (unless there is a Personal Data Breach), allow its procedure and documentation to be inspected or audited by Data Controller (or the auditor of its choice, excluding any Barco competitor) during business hours in order to ascertain compliance with the obligations set forth in this DPA, in which case Barco shall make the processing systems, facilities and supporting documentation relevant to the Processing of End User Data available for an audit by End User. For the avoidance of doubt, the scope of such audit shall be limited to documents and records allowing the verification of Barco's compliance with the obligations set forth in this DPA and shall not include financial documents or records of Barco or any documents or records concerning other customers of Barco.

## **8. Notifications of Disclosures and Personal Data Breaches**

8.1 Barco shall use reasonable efforts to inform Data Controller as soon as reasonably possible if:

- i) it receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing, except where Barco is otherwise prohibited by law from making such disclosure;
- ii) it intends to disclose Personal Data to any competent public authority; or
- iii) it becomes aware of a Personal Data Breach.

8.2 In the event of a Personal Data Breach, Barco shall take reasonable remedial measures to preserve the confidentiality of the End User Data. Furthermore, Barco shall provide Data Controller the information reasonably requested by End User regarding the Personal Data Breach. This information will at least contain the following elements:

- i) a description of the nature of the Personal Data Breach, including the number and categories of Data Subject and personal data records affected;
- ii) a description of the likely consequences of the Personal Data Breach; and
- iii) a description how Barco proposes to address the Personal Data Breach, including any mitigation efforts.

8.3 Data Controller agrees that an Unsuccessful Security Incident will not be subject to this Section 8. An "Unsuccessful Security Incident" is one that results in unauthorised access to End User Data or to any of Barco's or Sub-Processor's equipment or facilities storing End User Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorised access to traffic data where it can be reasonably concluded that such access did not result in access beyond headers) or similar incidents where it can be reasonably concluded that such access did not result in an actual destruction, loss, alteration or unauthorised disclosure of Personal Data.

8.4. Barco's obligation to report or respond to a Personal Data Breach under this Section 8 is not and will not be construed as an acknowledgement by Barco and any of Barco's subprocessors of any fault or liability of Barco with respect to the alleged Personal Data Breach.

## **9. Cooperation and assistance duty**

9.1 Barco will reasonably assist Data Controller in the fulfilment of its obligation to respond to requests from Data Subjects, provided that (i) Data Controller has instructed Barco to do so by way of a written instruction and (ii) Data Controller reimburses Barco for the costs arising from this assistance.

9.2 Barco shall promptly inform Data Controller of any complaints, requests or enquiries received from a Data Subject, including but not limited to requests to rectify or erase End User Data or to object to the Processing of End User Data. Barco shall not respond directly to any complaints, requests or enquiries received from Data Subject without Data Controller's prior written instruction, except where required by law.

9.4 Upon written request of Data Controller, and subject to the provisions of clause 7.1., Barco shall make available to Data Controller all information necessary to demonstrate compliance with the Applicable Data Protection Law.

9.5 Upon written request of Data Controller, Barco shall, taking into account the nature of the Processing and the information at its disposal, assist Data Controller in ensuring compliance with the obligations regarding security of the Processing, notification of Personal Data Breaches and mandatory data protection impact assessments (articles 32-36 GDPR).

9.6 Barco shall cooperate with the supervisory authorities in the performance of their duties.

## **10. Return and destruction of Personal Data**

Upon termination of the provision of the Connected Services, Barco shall – at a reasonable fee – , at the option of Data Controller expressed in writing, return and/or delete the End User Data and copies thereof to Data Controller, except to the extent applicable law provides otherwise. In that case, Barco shall no longer Process the End User Data, except to the extent required by applicable law.

## **11. Affiliates**

11.1 The parties acknowledge and agree that, by using the Connected Services, the End User enters into the DPA for its own account and, as applicable, in the name and on behalf of its or their Affiliates. End User and each Affiliate agree to be bound by the obligations under this DPA. All access to and use of the Connected Services by Affiliates must comply with the terms and conditions of the DPA and any violation of the terms and conditions of this DPA by an Affiliate shall be deemed a violation by End User.

11.2 End User shall remain responsible for coordinating all communication with Barco under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of End User and any relevant Affiliates.

## **12. Liability**

12.1 Barco indemnifies Data Controller for all claims, losses or damages incurred by Data Controller and arising directly out of a breach by Barco of this DPA and/or the Applicable Data Processing Law provisions directed to Barco, unless Barco proves that it is not responsible for the event giving rise to the liability.

12.2 Data Controller indemnifies Barco and holds Barco harmless against all claims, losses or damages incurred by Barco and arising directly out of a breach of this DPA and/or the Applicable Data Protection Law by End User.

12.3 Each party's liability will be limited to foreseeable, direct and personal damage suffered, excluding indirect, incidental, special or consequential damage and regulatory fines, even if advised of the possibility thereof. Indirect Damage shall mean damage or loss that do not directly and immediately result from an event giving rise to the liability, including but not limited to loss of earnings, business interruption, increase of personnel cost, failure to realize anticipated savings or benefits.

12.4 In any event and to the extent permitted by law, Barco's aggregated maximum liability under this DPA will be limited to the amounts received for the provision of the Connected Services in the twelve months preceding the incident giving rise to liability.

## **13. Data transfer**

13.1 Barco shall not transfer End User Data to any Non-Adequate Country outside the EEA or make any End User Data accessible from any such Non-Adequate Country without adequate protection.

13.2 Any transfer of Personal Data to a Non-Adequate Country shall be governed by the terms of the EC Standard Contractual Clauses (Appendix III) or other model clauses that have been approved by the EU commission or another competent public authority in accordance with the Applicable Data Processing Law. Barco shall conclude these clauses on behalf of Data Controller. The Appendices of these clauses will contain the same or essentially the same information as this DPA. Barco and Data Controller shall work together to apply for and obtain any permit, authorization or consent that may be required under Applicable Data Processing Law in respect of the implementation of this Section.

**14. Termination of the DPA**

This DPA shall continue in force until the termination or expiration of the Agreement (the "Termination Date").

**15. Entire Agreement**

This Exhibit DPA is an integrating part of the Agreement. If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

**16. Annexes**

The following Annexes are attached hereto and made a part hereof:

Appendix I: Details of processing

Appendix II: Technical and organizational measures

Appendix III: EC Standard Contractual Clauses

## **Appendix I**

### **Details of Processing**

This Appendix 1 includes certain details of the Processing of End User Data as required by Article 28(3) GDPR. More specific details per Barco product are included in the product specific sections of Barco's product privacy statement.

#### **Subject matter and duration of the Processing of End User Data**

The subject matter of the Processing of the End User Data is set out in Barco's product privacy statement on [www.barco.com](http://www.barco.com) and this DPA.

End User Data will be Processed for the duration of the provision of Connected Services for the benefit of the End User.

End User Data can be Processed outside the EEA by Barco Affiliates and/or Sub-Processors as indicated in Barco's Product Privacy Statement.

#### **The nature and purpose of the Processing of End User Data**

Barco is managing the hosting environment on behalf of the Data Controller to enable the provision of the Connected Services

**The types of End User Data to be Processed is set out in Barco's product privacy statement ([product-privacy-statement](#))**

#### **The categories of Data Subjects to whom the End User Data relates**

- End User's employees (including End User's agents, advisors, freelancers and consultants) and End User's representatives (who are natural persons)
- Customers of the End User, its employees and representatives
- Customers of the End User's customers, its employees and representatives
- Users of the Barco Product authorized by the End User to use the products

## **Appendix II**

### **Technical and organisational measures**

- 1. The pseudonymisation and encryption of personal data; (art. 32, par. 1, lit. a, GDPR)**
  - a. based on a risk assessment (and if required an additional DPIA) Barco will ensure a level of security appropriate to the risk, including inter alia as appropriate:
    - i. Pseudonymization
    - ii. Encryption, conform Cryptographic Controls policy
- 2. Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (art. 32, par. 1, lit. b, GDPR)**
  - a. Barco is verified under ISO/IEC 27001:2013 covering the business processes, infrastructure and tools related to software development, sales, deployment, and support of our ClickShare wireless collaboration product line in our Kortrijk, Noida and Taipei locations. <https://www.barco.com/en/about-barco/legal/certificates>
  - b. Security and privacy by design
  - c. Compliance with the security policies in place at Barco, covering
    - i. Information Security Top Policy
    - ii. Code of Digital Conduct
    - iii. Acceptable Use
    - iv. Logical Access Control
    - v. Third Party Security
    - vi. Backup and Recovery
    - vii. Password
    - viii. Info Sec Incident Management
    - ix. Anti Malware
    - x. Network Protection
    - xi. Cryptographic Controls
    - xii. IT Operations
    - xiii. Cloud Security
    - xiv. Secure SDLC
    - xv. Disposal and Destruction
    - xvi. Physical Environmental Security
    - xvii. Secure Remote Support Policy
- 3. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (art. 32, par. 1, lit. c, GDPR)**
  - Compliance with the security policies in place at Barco, covering
    - i. Backup and Recovery
    - ii. IT Operations
- 4. Process for regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the data processing (art. 32, par. 1, lit. d, GDPR)**
  - a. Product Security Incident Response teams (psirt): <https://www.barco.com/psirt>
  - b. Barco Security Organization operates in three lines of defense, covering operations, governance and internal audit.
  - c. Regular evaluations by independent third parties (e.g. penetration testing, audit, ...)
  - d. Integration of automated security scanning tools during the development process (Secure SDLC) and operations



### **Appendix III**

#### **EC Standard Contractual Clauses**

The 2021 Standard Contractual Clauses<sup>1</sup> are incorporated into the DPA by reference, and will apply in the following manner:

Module Two (Controller to Processor) will apply where End User is a controller of Personal Data and Barco is a processor of Personal Data.

For this Module:

- i) Clause 7 will not apply;
- ii) in Clause 9(a), Option 2 will apply, and the time period for prior notice of Sub-Processor changes will be as set forth in Section 6 of the DPA;
- iii) in Clause 11(a), the optional language will not apply;
- iv) in Clause 17, Option 1 will apply, and the Standard Contractual Clauses will be governed by the laws of Belgium;
- v) in Clause 18(b), disputes will be resolved by the courts of Belgium;
- vi) Annex I.A (List of parties)  
The End User (as defined under Section 1 of the DPA) acts as data exporter and Barco (as defined under Section 1 of the DPA), on behalf of Barco's (Sub-)Processors located in a Third Country, acts as data importer for the construction of these 2021 Standard Contractual Clauses. Further contact details are part of the DPA and Appendix I.
- vii) Annex I.B (Description of Transfer)  
The Parties agree that Appendix I to the DPA (as well as Section of DPA in respect of transfers to (sub-processors) describe the transfer as required under the 2021 Standard Contractual Clauses.
- viii) Annex I.C (Competent Supervisory Authority)  
The competent supervisory authority is the supervisory authority that has primary jurisdiction over the data exporter.
- ix) Annex II (Technical and Organizational Measures – Security of the Data)  
Described in Appendix II to the DPA
- x) Annex III (List of Sub-processors)  
The Data Controller has authorised the use of the sub-processors mentioned in Barco's product privacy statement ([product-privacy-statement](#))

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

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<sup>1</sup> Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any subsequent version issued pursuant to article 46(2) GDPR