

END USER LICENSE AGREEMENT

(Vizrt NDI AB)

This End User License Agreement (“**EULA**”) is entered into between **EVS Broadcast Equipment SA**, a company duly incorporated under Belgian law, with its registered office at Rue Bois Saint Jean, 13, 4102 Seraing, Belgium (“**Company**”), and the End User (“**End User**”).

This EULA governs End User’s use of the software components licensed from **Vizrt NDI AB** (“**NDI**”) and embedded in or provided as part of the Product supplied by Company.

1. License Grant and Scope of Use

Subject to the terms and conditions of this EULA, Company grants End User a non-exclusive, non-transferable, non-sublicensable license to use the Software solely as part of the Product and solely for the purposes for which the Product is intended.

No rights are granted to use the Software on a standalone basis.

2. Restrictions

The End User shall not, and shall not permit any third party to, except as expressly permitted under the applicable license agreement:

- (a) modify, sell, rent, lease, transfer, resell for profit, distribute or create derivative works based upon the NDI SDK or any part thereof;
- (b) sublicense, assign, transfer or otherwise make the NDI SDK available for use by any third party;
- (c) reverse engineer, disassemble, decompile, decode, adapt, modify or otherwise attempt, directly or indirectly, to (i) derive or gain access to the source code of the NDI SDK or any related software, (ii) re-identify methodologies or processes used therein, or (iii) extract any ideas, algorithms or procedures therefrom, in whole or in part;
- (d) bypass, breach or circumvent any security device or protection used by the NDI SDK, or access or use the NDI SDK other than as expressly authorized;
- (e) input, upload, transmit or otherwise provide to or through the NDI SDK any unlawful, harmful or injurious content, or any virus, worm, malware or other malicious code designed to disrupt, damage or impair the NDI SDK;
- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise adversely affect the NDI SDK, any related systems, or the provision of services to any End User or third party;
- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, End User license terms, warranties, disclaimers, or any intellectual property or proprietary rights notices relating to the NDI SDK;
- (h) access or use the NDI SDK in any manner that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law; or
- (i) access or use the NDI SDK, documentation or related materials for purposes of competitive analysis, development or provision of competing products or services, or for any other purpose that is detrimental to or places Vizrt NDI AB at a commercial disadvantage.

3. Disclaimer of Warranties and Limitation of Liability

The End User acknowledges and agrees that the Product and the NDI SDK are provided “as is” and “as available,” without any warranties of any kind, whether express, implied or statutory, on behalf of Vizrt NDI AB or any of its licensors, to the maximum extent permitted by applicable law.

To the fullest extent permitted by applicable law, Vizrt NDI AB and its licensors shall have no liability whatsoever for any damages arising out of or in connection with the use of the Product or the NDI SDK, including without limitation any direct, indirect, incidental, special or consequential damages.

4. Export Compliance

The End User shall be full compliant with all applicable export control laws and regulations, including those of the United States and any other relevant jurisdiction.

6. End User Registration

Access to certain functionalities of the NDI SDK may require registration and the provision of accurate, complete and up-to-date information by the End User.

7. Third-Party Beneficiary

Vizrt NDI AB is an intended third-party beneficiary of this section and shall be entitled to enforce its provisions relating to the protection of the NDI SDK.

8. Term and Termination

The license granted under this EULA shall automatically terminate upon the termination or expiration of:

- this EULA; or
- where applicable, the unbundling of the Software from the Product or its use other than as part of the Product.

Upon termination, End User shall immediately cease all use of the Software.

9. Governing Law

This EULA shall be governed by and construed in accordance with the laws specified in the agreement governing the Product, excluding its conflict of laws principles.

10. Entire Agreement

This EULA constitutes the entire agreement between Company and End User regarding the Software and supersedes any prior or contemporaneous agreements relating thereto.