END USER LICENSE AGREEMENT

(VMware – Combined Product)

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 **VMware, Inc.** ("**VMware**") and embedded in or provided as part of the **Combined Product** supplied by Company.

1. Definitions

For the purposes of this EULA:

- **"Software"** means the VMware software components provided as part of the Combined Product.

- **"Combined Product"** means the Company product in which the Software is bundled or embedded.

- **"Product Guide"** means the applicable VMware product documentation setting out product-specific licensing restrictions.

- **"OSS"** means open source software, where applicable.

2. 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 Combined Product and solely for the purposes for which the Combined Product is intended.

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

3. Restrictions

End User shall **not**, and shall not permit any third party to:

a) use the Software other than as part of the Combined Product or for purposes other than those for which the Combined Product is intended;

b) sell, lease, license, sublicense, distribute, assign, or otherwise transfer, in whole or in part, the Software or any related documentation to any third party;

c) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software, in whole or in part, except where such restriction is expressly prohibited by applicable law, in which case End User agrees to provide Company and VMware at least ninety (90) days' advance written notice of its intent to exercise such right and to reasonably cooperate with VMware to evaluate whether the legal requirements for such action are met;

d) copy the Software other than a reasonable number of copies solely for archival or backup purposes;

e) create, develop, license, install, use, or deploy any software or services designed to circumvent, enable, modify, or provide access to the technical restrictions of the Software;

f) translate, modify, or create derivative works based on the Software; or

g) permit any use of or access to the Software by any third party, including the operation of any service accessed by a third party, whether on End User's behalf or for the benefit of any third party.

4. 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 Combined Product or its use other than as part of the Combined Product.

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

5. Compliance with Laws

End User shall comply with all applicable laws and regulations, including without limitation U.S. export control laws and regulations, in connection with its use of the Software.

6. No Warranties on Behalf of VMware

End User acknowledges and agrees that:

- Company makes no representations or warranties on behalf of VMware; and

- any warranties, if applicable, are provided solely in accordance with Company's agreement governing the Combined Product.

7. Protection of VMware Intellectual Property

End User acknowledges that the Software is proprietary to VMware and agrees to protect VMware's intellectual property rights in the Software to the same degree as required under this EULA.

No ownership rights in the Software are transferred to End User.

8. U.S. Government End Users

If End User is the U.S. Government or any agency or instrumentality thereof, the Software and related documentation are deemed to be "commercial computer software" and "commercial computer software documentation", as applicable, and are licensed subject to the terms of this EULA and applicable regulations.

9. Open Source Software

Where applicable, End User acknowledges that certain components of the Software may be licensed under open source licenses. Any such components are licensed under the terms of the applicable OSS licenses.

10. OSS Licensing Basis

End User acknowledges that the Software is licensed under the terms of the applicable OSS license(s), where relevant.

11. Product-Specific Licensing Restrictions

This EULA incorporates by reference and includes all applicable product-specific licensing restrictions set out in the Product Guide available on VMware's website, which End User agrees to comply with.

12. Governing Law

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

13. 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.