



EVS SOFTWARE LICENCE AGREEMENT

IMPORTANT - READ CAREFULLY:

This End-User License Agreement ("EULA") is a legal agreement between you and EVS Broadcast Equipment SA or any other relevant entity of the EVS group ("EVS") regarding the software ("SOFTWARE PRODUCT" - including third-party software and/or open source software ("Third Party Software") for which additional or different license terms may apply ("Third Party Software License Agreements") which are either provided with the documentation/ notice accompanying the SOFTWARE PRODUCT or available on <https://evs.com/en/additional-licence-terms> or upon request and to which you also hereby agree) of which you have lawfully acquired the license as SOFTWARE PRODUCT embedded, incorporated or in connection with the relevant EVS product ("EVS PRODUCT"), and which includes computer software and may include associated media, printed materials, and "online" or electronic documentation.

The SOFTWARE PRODUCT may not be used on any other product other than the EVS PRODUCT for which this license specifies, and shall not be used to exceed the quantity or type of SOFTWARE PRODUCT's license(s) that EVS has lawfully granted to you.

EVS reserves the right to amend this EULA at its sole discretion from time to time, it being understood that the amendments shall be posted on this page on our website, so please check this page regularly.

By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA or any revised version thereof. If you do not agree to the terms of this EULA (and the Third Party Software License Agreements, if applicable), you may not install or use the SOFTWARE PRODUCT.

1. SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. Except as stated herein, this EULA does not grant you any rights (whether by license, ownership or otherwise) in or to intellectual property rights with respect to the SOFTWARE PRODUCT which remain the property of EVS.

This EULA grants you the non-exclusive, non-transferable, non-assignable, non-sublicensable, personal limited license to use one copy of the SOFTWARE PRODUCT for which you have lawfully acquired a license on a single system for your ordinary business activities. Solely with respect to electronic documents included with the SOFTWARE PRODUCT, you may make a reasonable limited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for back-up purposes and are not republished or distributed to any third party.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- a) Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and



only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- b) Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one product.
- c) Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.
- d) Software Transfer. You may permanently transfer all of your rights under this EULA only as part of a sale or transfer of the EVS PRODUCT and/or accessories to the EVS PRODUCT, provided you retain no copies, transfer all of the SOFTWARE PRODUCT (including all copies, component parts, the media and printed materials, all versions and any upgrades of the SOFTWARE PRODUCT), and the recipient agrees in writing to the terms of this EULA.
- e) Support Services. EVS may provide you with support services related to the SOFTWARE PRODUCT ("Support Services") subject to an agreement between you and EVS in this respect. Use of Support Services is governed by the EVS policies and programs described in the user manual, in "online" documentation, and/or in other EVS-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to EVS as part of the Support Services, EVS may use such information for its business purposes, including for product support and development. EVS will not utilize such technical information in a form that personally identifies you.
- f) Upgrade. If the SOFTWARE PRODUCT is labelled as an upgrade, you must be properly licensed to use a product identified by EVS Broadcast Equipment as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labelled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.
- g) Termination. Without prejudice to any other rights, EVS may terminate this License if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. MISCELLANEOUS

Should you have any questions concerning this EULA, or if you desire to contact EVS for any reason, please contact legal@evs.com



4. WARRANTY

The SOFTWARE PRODUCT is warranted in accordance with EVS General Terms and Conditions of Sales in effect at the time of license purchase. To the maximum extent permitted by applicable law, EVS Broadcast Equipment disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware.

5. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

Liability of EVS regarding the SOFTWARE PRODUCT is limited in accordance with EVS General Terms and Conditions of Sales in effect at the time of license purchase.

6. APPLICABLE LAW AND JURISDICTION

This EULA is governed by and construed in accordance with the laws of Belgium, to the express exclusion of its conflict of laws rules and to the express exclusion of the United Nations Convention on international sales contracts signed in Vienna on April 11, 1980. All disputes arising out of or in connection with this EULA shall first be attempted to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. Any dispute arising out of or in connection with this EULA shall be exclusively settled by the Courts of EVS' registered office in Belgium.