

-VSN END USER LICENSE AGREEMENT

By downloading, installing or using this product, you agree to the terms and conditions of this Agreement and the terms of the privacy and data protection policy. If you do not agree to the terms and conditions of this Agreement, do not download, install, access or use this product.

Details on privacy, personal data protection and your rights as a data subject can be found in the privacy policy, available on the VSN website (https://www.vsn-tv.com/en/privacy-policy/).

This software license agreement is between Video Stream Networks, S.L. as Licensor (hereinafter VSN) and the licensee (hereinafter you or the Client) based on the following conditions and Agreements:

1. DEFINITIONS

- 1.1 Software. In this Agreement, the term "software" refers to:
- I) the computer program accompanying this Agreement and all its components.
- **II)** all the content of the disks, CD-ROMs, DVD, email messages and attached documents, or any other medium that is linked to this Agreement, including the object code of the software provided on a data carrier, by email or downloaded from the internet.
- **III)** all written instructions and all documentation related to the software, especially all descriptions of the software, its specifications, all descriptions of the properties or operation of the software, all descriptions of the operating environment in which it is used, instructions for use or installation of the software or all descriptions of use of the software (hereinafter, the "Documentation").
- **IV)** copies, repairs of possible errors, additions, extensions and modified versions of the software, as well as updates of its components, if any, for which VSN has granted you a license under this Agreement. The software is provided solely in executable object code form.
- **1.2 Installation and license key.** Software supplied on a data carrier, sent by email, downloaded from the internet, downloaded from VSN's servers or obtained from other sources requires installation. You must install the software on a properly configured "device" that meets, at a minimum, the requirements specified by VSN. The installation method is described in the documentation or information provided.
- **1.3 Device** means hardware, which may include, but is not limited to, devices, servers, firewalls, personal computers, laptops, workstations, palmtops, smartphones, handheld electronic devices, or other electronic devices for which the Software is designed, in which it is installed or used.
- **1.4 License Key** means the unique sequence of symbols, letters, numbers or special signs provided to the End User to enable the legal use of the Software, its specific version or the extension of the validity of the license in accordance with this Agreement.

Provided that you have accepted the terms of this Agreement and comply with all the terms and conditions specified herein, VSN will grant you the following rights (hereinafter referred to as "license"):

- **I) installation and use.** You shall have the non-exclusive, non-transferable right to install the Software on your computer's hard drive or other permanent data storage medium, to install and store the Software in the memory of a computer system, and to deploy, store and display the Software.
- **II) stipulation of the number of licenses.** The right to use the software is subject to a number of end users. The expression "an end user" will be used when referring to the installation of the software on a computer system for its end use.
- III) license validity. You are entitled to use the software for a limited period of time.
- **IV)** software. The software may only be used on the device with which it was provided to you. It cannot be transferred to another device.
- **V) Software as a Service (SaaS):** this is the software distribution model in which both the data and the software handled are centralized and hosted on a single external server managed by VSN.
- VI) license termination. The license will automatically terminate at the end of its term. If you do not comply with any of the provisions of this Agreement, VSN may cancel it without prejudice to the legal rights or remedies available to you in these cases. In case of cancellation of the license, the user must eliminate, destroy or return (at his own expense) the software and all backup copies thereof to VSN or to the place

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where it was purchased. After the termination of the license, VSN will be authorized to cancel the right that the end user has to use the functions.

- **1.5. Documentation:** It means the user manuals and the documentation that VSN makes available to products and services.
- 1.6 Product/s. It refers to software, device, maintenance and documentation service.
- 1.7 Distributors: Companies or professionals VSN products distributors.
- 1.8 You. It means the licensee/client that acquires products and/or services of VSN.
- **1.9 Update.** It means any product improvement, the product version or the characteristic of the product that VSN makes available to the licensee to its exclusive criteria automatically or not but excluding any software and / or updates marketed and licensed.
- **1.10 Server.** It means a computer that receives or recovering data. If the data is only generated by the license product, then the computer is not considered a server.

2. SOFTWARE LICENSE

- **2.1 License:** Through this License Agreement, VSN grants you that you accept the use of a non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use this VSN software.
- **2.2 Installation:** This type of software is designed to be run and installed on devices that meet the minimum requirements indicated by VSN in the documentation attached to the software. If you run or install this software on other types of devices, we cannot guarantee its correct operation.
- **2.3 Maintenance:** once the software is installed, it is important to keep it up to date for it to work correctly (for this, it is recommended to hire a VSN Support and Maintenance Service).
- **2.4 Use:** You will only use the Software to support your internal operations. The licenses granted under this Agreement are subscription licenses and continue for a limited duration only except those expressly licensed on a perpetual basis. Except as expressly provided in this Agreement, the initial term of any subscription license or service offering is stated in the order and/or license termination terms. Upon expiration of the initial term of a subscription license or order, the subscription license or order terminates (as well as associated rights and licenses) the Software may always automatically renew.

The license described in this Agreement is only granted to the extent that you have purchased such license. You agree that you will immediately install any updates to the software that VSN may provide. This Agreement and the licenses granted under this Agreement may be subject to additional terms and conditions posted at or accessible through https://www.vsn-tv.com/en/support/customer-agreements

2.5 End User Representations: As an end user, you acknowledge that the software is provided "as is", without express or implied warranty of any kind and to the fullest extent permitted by applicable law. Neither VSN, its licensors or their affiliates nor the copyright holders make any warranties or representations, express or implied; in particular, no warranties of sale or fitness for a particular purpose or warranties that the software does not infringe any patent, intellectual property rights, trademarks or other rights of third parties. Neither VSN nor any other party warrants that the functions contained in the software will meet your requirements or that the software will function without interruption or error. The user assumes the entire responsibility and risk for the selection of the software to achieve its desired results and for the installation, use and results obtained with the software.

3. TIMING

3.1 Duration: the right to use the software is for a specific term and begins from the acceptance of this Agreement and up to the duration established in each case by the "license termination conditions".

Software licenses are based on subscription, key activation, upgrade and renewal system.

3.2 Termination and renewal: once the initial subscription term has ended, you may renew the effects of this Agreement by paying the price established in each renewal option. In the event that you do not agree to renew the contract, it will be understood as terminated for all purposes.



4. FUNCTIONS

Features with data collection and internet connection requirements. The software does not necessarily need an internet connection to work properly. However, you must periodically connect to the VSN servers required for the following software features:

- (I) Evaluate and improve product performance
- (II) Update the software. VSN may occasionally publish updates to the software ("updates"), although it is not obligated to do so. This feature is enabled in the standard software setup section and updates are installed automatically, unless the end user has disabled automatic installation of updates. To provide updates, it is necessary to verify the authenticity of the license, which includes information about the computer or platform on which the software is installed in accordance with the privacy policy.

5. RIGHTS

You have the right to use the products only for the purposes for which they have been created.

6. RESTRICTION OF RIGHTS

You may not copy, distribute, extract components, or create derivative versions of the software. The use of the software is subject to the following restrictions:

- **6.1 Backup copy:** you may make one copy of the software on a permanent storage medium, as a backup copy for archival purposes, provided that it is not installed or used on another device. Creating further copies of the Software will constitute a breach of this Agreement.
- **6.2 Copies:** You may not use, modify, translate or reproduce the Software, or transfer the rights to use the Software or copies of the Software in any manner not expressly set forth in this Agreement.
- **6.3 Reuse:** you may not sublicense, rent, rent, sell, lease, distribute, transfer, transmit, embed, provide access to, or otherwise use the products for the benefit of any third party as part of a service business or managed services Agreement, cloud service offering, packaged product or otherwise, except as expressly provided in this License Agreement and/or unless you enter into a separate Agreement with VSN to that effect.
- **6.4 Reverse Engineering:** You may not reverse engineer, decompile or disassemble the Software, or otherwise attempt to obtain its source code, except to the extent such restriction is expressly prohibited by law
- **6.5 Legislation:** you accept that the use of the software will be carried out in accordance with the applicable legislation in the jurisdiction where it is used, and that you will respect the restrictions applicable to the rights of copyright and other intellectual property rights.
- **6.6 Services:** You agree to use the Software and its functions only in a manner that does not limit the end user's ability to access such services. VSN reserves the right to limit the scope of the services provided to certain end users in order to allow as many end users as possible to make use of such services. Limiting the scope of the services will also mean the complete termination of the ability to use any of the functions of the software and the deletion of data and information on VSN's or third-party servers in connection with a specific function of the software.
- **6.7 Safety:** You may not use the Products in or in association with safety-critical applications where the failure of the Products to operate could reasonably be expected to result in physical injury, or loss of property or loss of life. You agree to hold VSN harmless from any claim or loss related to such unauthorized use, and you hereby release VSN from any claim or loss related to such use.

7. PAYMENT

- **7.1 Form of Payment:** You agree to pay VSN (or, if applicable, to the Dealer) the fees specified in each order, including any applicable shipping fees or other amounts assessed by VSN. All payments must be made in Euro currency unless otherwise specified by VSN.
- **7.2 Requirement:** VSN may require payment of all amounts due and payable before you provide the product or at such other time as VSN determines. You will make all payments due as specified in the Purchase Order.



- **7.3 Availability and Errors:** Product availability may be limited or change without notice, including but not limited to pricing. VSN is not responsible for typographical or other errors. Amounts due and payable may be associated with the use of a license key, password or other mechanisms provided by VSN to access or use the product.
- **7.4 Refunds:** VSN is not obligated to issue refunds or credits for your failure to maintain the security, use and management of such information.
- **7.5 Fees:** Calculation of fees or other amounts based on license keys, passwords or other mechanisms provided by VSN shall be made at VSN's sole discretion and you agree to pay all fees based on such calculations
- **7.6 Non-Cancellation:** Licenses may be non-cancellable and non-refundable at VSN's sole discretion.

8. COPYRIGHT

The software and all rights, including but not limited to proprietary and intellectual property rights, are owned by VSN and/or its licensors. Proprietary rights are protected by international treaty provisions and all other applicable laws of the country in which the software is used. The structure, organization and code of the software are trade secrets and confidential information of VSN and/or its licensors. All copies authorized under this Agreement must contain the same copyright and proprietary notices that appear on the Software.

You hereby agree that if you reverse engineer the source code of the Software, decompile, disassemble, or otherwise attempt to discover the Software in any manner that violates the provisions of this Agreement, all information so obtained shall automatically and irrevocably be deemed to be transferred to and owned by the Vendor as of the time such information exists, without prejudice to VSN's rights with respect to infringement of this Agreement.

The VSN name and logo@ are registered trademarks of VSN SL Copyright VSN. @ 2022 - all rights reserved.

9. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

This Agreement is effective as of the date you accept its terms. You may terminate this Agreement at any time by uninstalling, destroying or returning (at your expense) the software, all backup copies and all related materials provided to you by VSN or its business partners.

10. SAAS PROVISIONS. SOFTWARE AS A SERVICE

10.1 Data. You may store data on systems to which you are provided access in connection with the use of a SaaS software license (the "SaaS Environment"). VSN may periodically back up Data to You; however, such backups are not intended to replace Your obligation to maintain regular data backups or redundant data files. You are solely responsible for collecting, entering, and updating all data you store in the SaaS environment, and for ensuring that you do not (i) knowingly create and store data that infringes or misappropriates the copyrights, trade secrets, trademarks or other intellectual property rights of a third party, or (ii) use the SaaS environment for purposes that are reasonably considered obscene, defamatory, harassing, offensive or malicious. VSN shall have the right to delete all data about you stored in connection with your use of the SaaS license after termination or expiration of this Agreement or any license granted hereunder.

You represent and warrant that you have obtained all necessary rights, permissions, and consents to use and transfer all data from you and/or third parties within and outside the country in which you or the applicable affiliate you are located (including providing appropriate disclosures to and obtaining legally sufficient consents from employees, customers, agents and contractors of you). If you transmit data to a third-party website or other provider that is linked to or accessible through the SaaS software license, you will be deemed to have consented to VSN permitting such transmission and VSN will have no liability to you in connection with any claim by a third party in connection with such transmission.

10.2 Conduct. In connection with your use of the Software, you may not (i) attempt to use or obtain unauthorized access to VSN or any third party's networks or equipment; (ii) permit other persons or entities to copy the Software; (iii) provide unauthorized access to or use of any Software or associated access credentials; (iv) attempt to probe, scan or test the vulnerability of the Software, the SaaS environment or a system, account or network of VSN or any of VSN's customers or suppliers; (v) interfere or attempt to interfere with service to any user, host or network; (vi) engage in fraudulent, offensive or illegal activity of



any nature or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party; (vii) transmit unsolicited bulk or commercial messages; (viii) intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit or interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the SaaS software (except tools with security features); or (x) restrict, inhibit, interfere with or disrupt or cause performance degradation to any VSN (or VSN's supplier) facility used to provide the SaaS environment. You will cooperate with VSN's reasonable investigation of SaaS environment disruptions, security issues and any suspected breach of this section, and shall, at your expense, defend VSN and its affiliates from any claim, suit or action by a third-party alleging damages to such third parties caused by your failure to comply with any of the provisions of this section. In addition, you will pay any judgments or Settlements reached in connection with the third-party claim, as well as VSN's costs of responding to the third party claim.

10.3 suspension. VSN may suspend your use of or access to the Software (a) if required by law enforcement or legal process, (b) in the event of an imminent safety risk to VSN or its customers, or (c) if continued use would subject VSN to material liability. VSN will use commercially reasonable efforts under the circumstances to give you prior notice of such discontinuation.

The terms of use of the SaaS are governed by VSN's SaaS Service Terms and Conditions accessible at https://www.vsn-tv.com/en/support/customer-agreements.

11. LIMITATION OF LIABILITY

- 11. 1 Limited Liability To the maximum extent permitted by applicable law, in no event shall VSN, its employees or licensors be liable for any loss of profits, revenue, sales, data or costs incurred in obtaining substitute products or services, property damage, personal injury, business interruption, loss of business information or special, direct, indirect, incidental, consequential, economic, coverage, criminal or special damages caused in any way, whether in contract, tort, misconduct, willful misconduct, negligence or otherwise, arising out of the use or inability to use the Software, even if VSN or its licensors have been advised of the possibility of such damages. Because certain countries and jurisdictions do not allow exclusion of liability, but may allow limitation of liability, the liability of VSN, its employees, licensors or affiliates shall be limited, in such cases, to the price you paid for the license. The applicable SaaS Service limitations are as set forth in VSN's SaaS Service Terms and Conditions accessible at https://www.vsn-tv.com/en/support/customer-agreements.
- **11.2 No Additional Obligations.** This Agreement does not create any obligations for VSN and its license providers other than as specified herein or set forth in the various Order Form or Support Quote.

12. GENERAL DISPOSITIONS

- **12.1 Applicability** The invalidity or unenforceability of any provision of this license shall not affect the validity of the remaining provisions of the license, which shall remain valid and enforceable in accordance with the terms hereof. This license may only be modified in writing and signed by an authorized representative of VSN, or a person expressly authorized for this purpose by a power of attorney.
- **12.1 Agreement** This document constitutes the entire Agreement between VSN and you with respect to the Software, and supersedes any prior representations, discussions, obligations, communications, or announcements relating to the Software.

13. APPLICABLE LAW

This license shall be governed by and construed in accordance with Spanish law.

14.JURISDICTION

The user expressly accepts that all disputes, claims and other matters arising from or related to the software shall be governed by current Spanish law and any dispute shall be submitted to the courts and tribunals of the city of Barcelona, unless the regulations for the protection of consumers and users establish other criteria.