

## **Demetra Product Specific End User License Agreement**

THIS PRODUCT SPECIFIC END USER LICENSE AGREEMENT (EULA) TOGETHER WITH THE BARCO GENERAL EULA ATTACHED HERETO SET OUT THE TERMS OF USE OF THE SOFTWARE NAMED ABOVE.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE OPENING OR DOWNLOADING AND USING THE SOFTWARE.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY ACCESSING OR USING THE SOFTWARE, YOU ACCEPT THESE TERMS.

### **1. Authorised Use**

You may install and use one copy of the software on the devices provided by Barco for use of the Software (such as the Demetra Scope device) you own or control in order to access and interact with the Barco Demetra cloud service. If you have obtained a valid subscription license from Barco or its designated deployment partners, the terms of use provided with that subscription apply and may grant additional rights and entitlement as set out therein. Your use of the Software is restricted as per this Barco EULA if you, personally or through your company's subscription, have no or no longer have a valid subscription license to use the Barco Demetra service.

### **2. Your Data**

The data of individuals permitted to use the Barco Demetra cloud service are treated in accordance with the Demetra section in Barco's Product Privacy Statement available at Barco's website. Your Demetra subscription license governs the treatment of your personal data.

### **3. Your Infrastructure**

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.

### **4. Third Party Materials**

The Demetra solution contains software components released under an Open Source license. A list of the third party components used is available in the Software's README files, through the "My Barco" section of the Barco website or through other (online) means. The applicable license terms, copyright notices and, as relevant, source code access apply as set out in the Barco EULA attached hereto.

Modifications of the Software are not permitted, except to the extent third party license terms require so. If You modify Software accordingly, any such 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 cloud connected service.

## BARCO GENERAL END USER LICENSE AGREEMENT

By accepting these terms (through tick box or other mechanism designed to acknowledge agreement to the terms of an electronic copy of this License Agreement), or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Software (as defined below), (i) you accept this License Agreement on behalf of the entity for which you are authorized to act (e.g., your employer) and you agree to act in a manner consistent with this License Agreement (or, if there is no such entity for which you are authorized to act, you accept this License Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement), and (ii) you represent and warrant that you are duly empowered by the end user in case you act on behalf of such entity.

These terms apply to your use of the Software as of and for the original Term of your license. When you renew or purchase an additional license, the then current version of this License Agreement shall apply and will remain unchanged during the term of that license and/or in respect of such changed elements. The other contract documents (Product Specific EULA; Maintenance and Support Agreement, if and when provided alongside with this document) applies in addition to these terms and constitute the entire License Agreement. You acknowledge that an electronic copy of this Agreement shall have the same proving value as a hard copy signed by the parties.

If you are unwilling to accept this License Agreement on these terms, or you do not have the right, power and authority to act on behalf of and bind such entity (or yourself as an individual if there is no such entity), DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE.

### 1. Definitions

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

"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 Software, along with any modifications and updates thereto;

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

"License Agreement" means this Barco End User License Agreement (EULA), incorporating the terms of the Product Specific EULA, and any modifications thereof as set out herein.

"Product Specific EULA" means the supplemental software terms applicable

"Software" means the computer software, released in object code only, which is being licensed hereunder, as described in the applicable purchase order and related Product Specific EULA.

"Term" means the period set out in article 9.1 hereof, as well as any agreed renewal period.

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

### 2. License Grant

2.1 License Scope. Subject to 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 Software exclusively in accordance with the conditions and parameters set forth herein. Save for the Product Specific EULA or any broader license terms confirmed through the DRM tool, the license under this License Agreement applies to one (1) copy of the Software to be used on one single computing device by one (1) single 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 is required for each user connecting at the same time to a computing device on which the Software is being deployed.

2.2 License Type. The applicable license type, and your rights in time, deployment and usage, are further detailed in the Product Specific EULA (in the absence of which the scope shall be as set in article 2.1 hereof).

2.3 License restrictions.

*Intended Use*. You agree to use the Software solely as permitted by this License Agreement (and any Product Specific EULA made part of it), by any applicable laws and in a matter consistent with its design and Documentation.

*No Transfer (License Agreement)*. You agree not to transfer, assign or sublicense your license rights to any other person or entity, unless Barco's prior written consent is obtained.

*No Transfer (Software)*. If you deactivate or uninstall the Software from the computer device on which it was originally installed, this will terminate this License Agreement unless otherwise and specifically approved by Barco. You agree not to use the Software 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 or users (e.g. multiplexing) or otherwise attempts to reduce the number of licenses actually required.

*Authorized Users*. The use of the Software is restricted to persons within your organization, or any third party representatives operating under your responsibility and control, provided any such persons have accepted the terms of this License Agreement. You agree not to use or permit the Software 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. You shall not lease, rent, sell or otherwise transfer or grant a security or other interest in the Software.

*No Modifications*. You shall not make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same.

*No Reverse Engineering*. You agree not to reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction, or except to the extent Barco is legally required to permit such specific activity pursuant to any applicable open source license.

*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 Software 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.

*No Unbundling*. The Software 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 Software is designed and provided to you as a single product to be used as a single product on devices as permitted herein. You agree not to unbundle the component parts of the Software for use on different computer devices.

*Territory*. You agree to use the Software solely in the territory or region where you obtained the Software from Barco or its authorized reseller or as otherwise stated in the Documentation. Any export if permitted shall comply with any applicable (export) laws and regulations.

2.4 Your Infrastructure. You remain responsible to procure and maintain hardware, operating system, network and other infrastructure (the "Infrastructure") required to operate the Software and to keep such Infrastructure functioning and virus-free. You acknowledge that the Software is a complex computer software application, and that the performance thereof may vary depending hardware platform, software interactions and configuration. You acknowledge that the Software is not designed and produced specifically to meet your requirements and expectations and the selection of the Software by you is entirely your own choice and decision.

### **3. Ownership. Intellectual Property Rights.**

3.1 Ownership. Any Software is licensed, not sold to you, on a non-exclusive basis for use only under the terms of this License Agreement, and Barco and its suppliers reserve all rights not expressly granted to you. You may own the carrier on which the Software is provided, but the Software is owned and copyrighted by Barco or by third party suppliers. Your license confers no title or ownership and is not a sale of any rights in the Software or its Documentation.

3.2 Third Party Materials. The Software 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 elsewhere (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 License Agreement.

3.3 Source Code Access. To the extent required under third party (open source) license terms, and for a period of 36 months following your acceptance of this License Agreement, 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.

3.4 Trademarks / Copyright. Any brand and product names mentioned in relation to the Software may be trademarks, registered trademarks or copyrights of their respective (third party) holders. In addition, the Software is protected by national and international laws and treaty provisions. Copyright on the Software components belongs to the respective initial copyright holder, each additional contributor and/or their respective assignee(s), as may be identified in the Software 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 Software.

3.5 Trade Secrets. You acknowledge that the Software 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.

#### **4. Support**

4.1 Principle. Barco is under no obligation to provide support and maintenance in respect of the Software, except as included in a Product Specific EULA and/or to the extent you have entered into a separate maintenance and support agreement and paid applicable maintenance and support fees. Any unauthorized use of the Software, as specified in any maintenance and support agreement, may prohibit Barco from providing such support and maintenance.

4.2 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 a Product Specific EULA, include 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 to address bugs or security issues in the Software if the same are being provided to you. Barco will keep you informed as of when earlier versions of the Software are no longer serviced.

4.3 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.

## 5. Warranty

EXCEPT FOR THE LIMITED WARRANTY THAT MAY APPLY AS PER THE PRODUCT SPECIFIC EULA, YOU UNDERSTAND THAT THE SOFTWARE 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 AND DOES NOT WARRANT THAT THE SOFTWARE 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.

## 6. Compliance and Enforcement

6.1 Reporting and Audit. In addition to good practice record-keeping obligations, you agree to report the use of the Software and relating billing metrics in the DRM or otherwise as agreed. You grant to Barco and its designated auditors, at Barco's expenses, the right to verify your deployment and use of the Software during your normal business hours so as to verify your compliance with the License Agreement. In the event such audit reveals non-compliance with your payment obligations hereunder, you shall promptly pay to Barco the appropriate license fees plus the reasonable cost of conducting the audit.

6.2 Fair Use Monitor. You are informed and acknowledge that the Software includes technology which allows to remotely decrease (in part or in full) the functionality of the Software (the "Fair Use Monitor"). Such technology is an enabling tool and a material condition precedent for Barco to enter into this License Agreement.

6.3 Enforcement. Upon breach of the License Agreement (including overdue payment), Barco shall inform the then known user, through the DRM or otherwise in writing, (i) which condition of the License Agreement (including payment terms) is violated; (ii) allow a period of 8 calendar days to cure such breach, if it can be cured at all; and (iii) inform which part of the functionality Barco intends to reduce (all Software or certain additionally licensed features only; in part or in full) if the breach is not remedied on time and in full.

6.4 Remedy. If the breach is not cured within the applicable remedy period (or cannot be cured at all), Barco shall have the option (i) to cause you to procure such additional licenses required as per the actual usage; (ii) to reduce the Software's functionality, including through the use of the Fair Use Monitor; or (iii) to terminate the License Agreement as set out herein, without prejudice to any other remedies available at law, under contract or in equity.

6.5 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 ANY BREACH BY YOU OF THE TERMS OF THIS SOFTWARE LICENSE.

## 7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BARCO ACCEPTS NO LIABILITY FOR ANY DAMAGES, LOSSES OR CLAIMS YOU OR ANY THIRD PARTY MAY SUFFER AS A RESULT OF YOUR USE OF THE SOFTWARE. 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 SOFTWARE DURING THE TWELVE MONTHS PRECEDING THE CLAIM (OR AN AMOUNT OF 250 EURO IF NO FEE WOULD BE PAID) IN THE AGREGATE.

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 SOFTWARE LICENSE OR THE PERFORMANCE OR PURPORTED PERFORMANCE OF OR FAILURE IN THE PERFORMANCE OF BARCO'S OBLIGATIONS UNDER THIS SOFTWARE LICENSE 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 SOFTWARE AND ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES WHICH MAY ARISE IN RESPECT OF USE OF THE SOFTWARE, EVEN IF BARCO HAS BEEN ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE.

## **8. Confidentiality**

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

8.2 Non-Disclosure. You agree not to divulge any Confidential Information to any persons without Barco's prior written consent provided that this article 8 shall not extend to information which was rightfully in your possession prior to the commencement of this License Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this article 8), 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 authorized purpose hereunder. The foregoing obligations as to confidentiality shall survive the Term of this License Agreement.

## **9. Term and Termination**

9.1 Term. The duration of this License Agreement will be from the date of your acceptance (as set forth above) of the Software (whereby you acknowledge that use of the Software implies acceptance), until you de-activate the Software, discontinue the use of the device on which the Software was first installed for its intended use or the expiration of the limited time period set out in the Product Specific EULA, whichever comes first.

9.2 Termination. You may terminate this License Agreement at any time by destroying all copies of the Software then in your possession and destroying all Documentation and associated materials, or returning the same to Barco or the appointed Barco reseller that sold or provided these to you. Barco may terminate this License Agreement, immediately or gradually in accordance with article 6 hereof, by informing you at any time if any user is in breach of any of the License Agreement's terms.

9.3 Consequences of Termination. All rights associated with the use of the Software and the acquisition of updates and upgrades cease once the License Agreement is terminated or expires. Termination or expiry of your license will not entitle you to any retroactive refund of current or past payments.

## **10. Other relevant terms**

10.1 Personal Data. Whether or not Barco assumes the role of processor of personal data (as stated in the Product Specific EULA), 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 Software outside the intended use as per this License Agreement or an applicable data processing annex.

10.2 Functional Information. Via the Software, Barco may gather technical information about (i) the functioning and the functionality of the products which are connected through the Software, and/or (ii) as provided by you or generated by your use of the Software ("Functional Information"). Barco and its service providers may process and use such Functional Information for analytics purposes, for developing and improving products and services all based on the legitimate interest of Barco of 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.

## 11. Final Clauses

11.1 Entire Agreement. This License Agreement is the only understanding and agreement between you and Barco for use of the Software. This License Agreement supersedes all other communications, understandings or agreements we had prior to this License Agreement (with the exception of any continuing confidentiality agreement).

11.2 Notices. Notices can be validly delivered through the DRM and alternatively or additionally to the parties' last known address.

11.3 Severability. This License Agreement shall not be altered, amended or varied, except by written agreement signed by its parties. If any provision of this License Agreement is determined to be illegal, void or unenforceable, or if any court of competent jurisdiction in any final decision so determines, this License Agreement 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 License Agreement as close as possible.

11.4 Export. You acknowledge that this Software may be subject to U.S. or other governments' Export control laws and regulations. You agree to comply with all applicable international and national laws that apply to the Software, 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.

11.5 Survival. The provisions of articles 3, 5, 6, 7, 8, 10 and 11 will survive the termination of this License Agreement, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this License Agreement.

11.6 Assignment. You are not allowed to assign this Agreement in part or in full to any third party without Barco's consent. Barco shall be entitled to assign all or any of Barco's obligations hereunder to a third party and/or any of Barco's Affiliates.

11.7 Law and Jurisdiction. The construction, validity and performance of this License Agreement 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 License Agreement shall be subject to the exclusive jurisdiction of the courts of 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 License Agreement, however, if the Convention is deemed by a court of competent jurisdiction to apply to this License Agreement, Barco shall not be liable for any claimed non-conformance of the Software under Article 35(2) of the Convention.

## Exhibit DPA

### Data Processing Agreement

This Data Processing Agreement ("**Exhibit DPA**") is an integral part of the Agreement between the parties making reference to it (the "**Agreement**") and applies to the extent End User Data includes personal data within the meaning of the GDPR.

WHEREAS under the Agreement, users are entitled to use identified products and/or services provided by or connected with Barco over the cloud (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 necessary 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 on important grounds of public interest.

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 thinks that an instruction of Data Controller infringes the Applicable Data Processor Law, Barco shall point this out to Data Controller without undue delay.

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 such costs with an explanation of the 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 confirmed in writing by Data Controller without undue delay.

## **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 guarantees that the Personal Data are lawfully obtained from Data Subject and are lawfully provided to Barco under the Applicable Data Protection Law;

- i) it provides Barco with Personal Data that are 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.

4.2 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 authorises to have access to End User Data Processed on behalf of End User has committed himself to confidentiality or is under an appropriate statutory 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 are mentioned in Barco's product privacy statement on [www.barco.com](http://www.barco.com).

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 on Barco under this DPA and which shall restrict the Sub-Processor to use the End User Data for any other purpose than the provision of the Connected Services. 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 that does not result in access beyond headers) or similar incidents that 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 of any fault or liability of Barco with respect to the alleged Personal Data Breach.

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

9.1 Barco will 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 in writing 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, 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 providing 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 Affiliates. End User agrees and shall cause each Affiliate to 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 and any relevant Affiliates.

## **12. Liability**

12.1 Barco indemnifies Data Controller and holds Data Controller harmless against 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 to apply 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 LICENCE AGREEMENT AS INDICATED ABOVE**

---

<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