

Agreement for Cloud Connected Services

This Agreement is entered into between Barco NV, company number 0473.191.041, with company address at Beneluxpark 21, 8500 Kortrijk, Belgium, or the Barco Affiliate designated on the Order ("**Barco**") and the Barco certified partner who ordered the Services ("**Customer**").

The party designating Customer to order the Services for its internal use ("**End-User**") is entitled to use the Services as set out herein.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of 50% or more of the voting interests of the subject entity.

"Agreement" is construed as a reference to the terms and conditions below, and any of the documentation referenced in article 17.5 integrated herein by reference.

"Barco" means Barco NV as first identified above, or the Barco Affiliate as relevant.

"Customer" means the party being invoiced the Services, as identified on the Order.

"Documentation" means the product specific terms applicable in respect of the Services, including the terms set out in product related exhibits hereto, any end user license terms (EULA) accepted on use of the Services, the Services usage guides and policies, as updated from time to time, accessible via the customer support section on Barco's website, all incorporated herein by reference.

"Enabling Equipment" means any Barco equipment identified in Barco's Service Offer needed for use in association with the Services.

"End-User" means the party ordering the Services from Customer.

"Functional Information" has the meaning set out in Section 9.3.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Metadata" means raw data collected by Barco in performing the Services, whether or not relying on Customer's or End-User's Data, which are processed and converted into fully anonymous and non-reversible metadata, or such other metadata identified as Barco data in the product Documentation and/or applicable privacy policy.

"Order" means Customer's ordering document issued with reference to and subject to the terms of the relating Service Offer.

“Privacy Laws” means all then current laws and regulations regarding data privacy and transmission of personal data, enacted in any European Economic Area member country, U.K., Switzerland, US or other country where the Services are being deployed, that apply to Barco’s provision of the Services to Customer.

“Product Specific Terms” include the terms governing the use of the Services and the Enabling Equipment as further detailed in the Exhibits to this Agreement, and take precedence over the terms of this Agreement in case of conflict or inconsistency.

“Service Offer” means the Barco document identifying the Enabling Equipment and Service entitlement, the relating business parameters and applicable terms and conditions, offered to Customer for the benefit of an End User of its choice.

“Services” is a reference to the service entitlement identified in the Product Specific Terms and Service Offer. “Services” exclude Third Party Applications, if any.

“Third Party Application” means a web-based, mobile, offline or other software application functionality that is provided by Customer or a third party and interoperates with a Service (such as an application that is developed by or for Customer, or any other application procured from a party other than Barco). Any application selected solely by Barco shall not be a Third Party Application, and shall be included in the Services.

“User Data” means any electronic data and information submitted by or for an End-User of the Services, excluding Third Party Application, Functional Information or Barco Metadata.

2. SERVICES

2.1 Right to Use. Customer may offer the Services (and equipment enabling the use thereof) to an End User subject to the terms of this Agreement, the Product Specific Terms and the relating Documentation, and End User may access and use the Services and Enabling Equipment on same terms.

2.2 Scope. The Services are purchased and used within the limitations set out in the Service Offer. The software included in the Services is provided as a service, not sold, and Barco reserves all other rights.

2.3 Permitted Use. The Services are subject to usage limits, including, for example, the service credits specified in the Service Offer, the permitted use set out in the Documentation or elsewhere in this Agreement. Customer shall not and shall cause any users not to use the Services for any other purpose than expressly authorized.

2.4 Offers and Orders. Use of the Services is subject to the terms and conditions set out in the Service Offer, which prevail over any deviating or supplementary conditions of Customer or End User except to the extent expressly confirmed in a Barco order confirmation. By ordering or renewing Services, Customer agrees, and causes its designated End User to agree, to the Service Offer terms for that Order. Any use or continued use of the Services (and Enabling Equipment, as relevant) equals acceptance of the Barco terms and conditions in respect of the relevant Order.

2.5. Digital Age. Orders submitted and accepted digitally, any renewal thereof and Barco’s invoices issued digitally, shall be considered for all purposes to (i) be a “writing” or “in writing”; (ii) be “signed”; (iii) constitute an “original” when printed from electronic records established and maintained in the ordinary course of business; (iv) be valid and enforceable, and (v) include acceptance of the terms of use of the digital platform used. Partner hereby confirms that it and its designated End User have the ability to access, download and read, the information made available by Barco at all of the world wide

web sites/URLs/addresses/pages referred to in the Agreement (or alternatively requesting them from Barco)

2.6. Informed Consent. Either Party acknowledges that it has had the opportunity to review, negotiate and accept all terms of this Agreement with legal counsel of its choice. Either Party represents that it has read and understood the binding provisions of this Agreement.

3. TERM

3.1 Agreement. This Agreement becomes effective on the date of the first Order accepted hereunder and continues until all Orders hereunder have expired or have been terminated.

3.2 Services. The Service Offer provides details for the available service bundle and the consumption of Services provided thereunder. Each service entitlement expires upon consumption of the relating service credit. Access to the Services can be renewed on terms detailed in an updated Service Offer, provided to Customer or End User, matching Barco's then current terms.

4. BARCO RESPONSIBILITIES

4.1 Provision of Services. Barco will (a) make the Services available to Customer pursuant to this Agreement and the applicable Service Offer, (b) provide applicable Barco standard support for the Services to Customer at no additional charge, and/or upgraded support if purchased separately in accordance with Section 4.3, (c) use commercially reasonable efforts to make the online Services available in accordance with Section 4.4.

4.2 Protection of Data. Barco will maintain administrative, physical, and technical safeguards for protection of the confidentiality, integrity and availability of User Data, as set out in Section 7.

4.3 Support. Barco's support offered to Customer in respect of the Services is set out in Exhibit C hereof and the applicable Documentation.

4.4 Committed Service Level. Barco shall provide the Services in accordance with the applicable Service Levels ("SLAs") as set forth in the Product Specific Terms and the applicable Documentation. The specific remedies set out in an SLA shall be Customer's sole and exclusive remedy and Barco's sole and exclusive liability in respect of the service level warranted under that SLA.

4.5 Code required to ensure interoperability. To the extent required by law, and at Customer's written request, Barco shall provide Customer (or the End User identified by Customer) with the interface information needed to achieve interoperability between the relevant software included in the Services and other independently created programs used by Customer, on payment of Barco's applicable fee (if any). Customer procures that any user 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.

4.6 Third Party Materials. Access to the Services may 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 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 Agreement.

4.7 Source Code Access. To the extent required under third party (open source) license terms, and for a period of 36 months following the Order date, 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, Customer 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. It is agreed that for any cloud hosted entitlement to use the software, this Section 4.7 does not apply.

5. CUSTOMER RESPONSIBILITIES

5.1 Use of Services. Customer shall (a) allow the Services to be used only in accordance with this Agreement and applicable laws and government regulations, (b) be responsible for End Users' compliance with this Agreement, including End-User's duty to prevent unauthorized access to or use of Services, and to comply with terms of service of Third Party Applications, if any, with which the Services are being used, and (c) be responsible for the accuracy, quality and legality of User Data, as further set out in Section 9.

5.2 Deployment. Customer shall ensure it is empowered by End User in accordance with Section 6.1, and shall not identify any End User on any Barco portal unless the End User authorizes Customer to do so on terms of this Agreement. Customer remains solely accountable for its dealings with End User and Barco shall bear no liability for any difference in terms agreed between Customer and End User, exceeding Barco's duties in respect of the Services under this Agreement or otherwise providing any different entitlement to End User.

5.3 Payment. Customer shall ensure timely payment of any invoices due under this Agreement. Any excuses of End User pursuant to the agreements made between Customer and End User do not excuse Customer from its payment or other obligations under this Agreement.

5.4 Overage. If and when a contractual usage limit is exceeded, Barco may work with Customer to seek to reduce the actual usage so that it conforms to that limit. If usage limits are not respected, Customer shall execute an Order for additional quantities of the applicable Services promptly upon Barco's request, and/or pay any invoice for excess usage in accordance with Section 8.2 (Invoicing and Payment), without prejudice to Section 15 (Termination).

6. END USER RIGHTS

6.1 Deployment. Customer assists End User to deploy the Services (and Enabling Equipment, as relevant) following Barco's activation of the Services. Customer shall cause End User to understand and agree, that if Customer orders the Services on End User's behalf, Customer is legally empowered to bind End User on the terms set out in the order, to install the Services under the applicable terms of use and service, that Customer may oversee the Services ordered on End User's behalf.

6.2 Designated Partner. Subject to receipt by Barco on all payments due hereunder, any rights granted to Customer under this Agreement extend to the End User. Upon Customer's default, Barco shall ensure continuity of the Services to End User following appointment of an alternative partner, authorized to act on End User's behalf and certified by Barco (on such certification requirements made part of Barco's partner onboarding procedures), and any pending default being remedied to Barco's satisfaction, acting reasonably.

6.3 Service Warranties. Barco extends the benefit of the warranties offered in respect of the Services under this Agreement to End-User. End-User shall claim such benefits solely through Customer, acting as its designated partner. Barco may elect to directly support End-User subject to its then current service terms (e.g. when Customer fails to render such services).

7. TERMS OF USE

7.1 Usage Restrictions. Any user of the Services shall not (a) allow any Service to be made available to, or permit any Service to be used for the benefit of, anyone other than an authorized user designated in accordance with these terms, (b) permit any user to sell, resell, license, sublicense, distribute, make available, rent or lease any Service, include any Service in a service bureau or outsourcing offering, (c) allow a Service (or connected Third Party Application) is being used to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) allow a Service (or connected Third Party Application) is being used to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein or allow the same, (f) allow any attempt to gain unauthorized access to any Service or its related systems or networks, (g) allow any direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or use any of Barco's Services to access or use any of Barco's intellectual property except as permitted under this Agreement, (h) allow a Service or any part, feature, function or user interface thereof to be copied, (i) allow the framing or mirroring any part of any Service, other than framing on user's own intranets or otherwise for user's own internal business purposes or as permitted in the Documentation, (j) allow access to any Service in order to build a competitive product or service or for purposes of monitoring the availability, performance or functionality of such Service, or for any other benchmarking or competitive purposes, (k) allow to reverse engineer any Service (to the extent such restriction is permitted by law), or to create derivative works based upon any Service, (l) allow to modify, adapt or unbundle the component parts of the Software for use on different computer devices, (m) allow to use the Services outside the territory or region where any user obtained the Services from Barco or its authorized reseller or as otherwise stated in the Documentation.

7.2 Required Infrastructure. Any user of the Services shall obtain and maintain all computer hardware, software and communications equipment needed to receive the Services (such as the Enabling Equipment) and to keep such infrastructure functioning and virus-free, and Barco shall bear no liability for any non-performance of the Services due to a lack of adequacy, accuracy, concurrency or other matters related to user's infrastructure.

8. FEES AND PAYMENT FOR SERVICES

8.1 Service Fees. Customer shall pay all amounts invoiced pursuant to an accepted Service Offer. Except as otherwise specified herein, in a Service Offer or in the Documentation (i) the fees due for the Services ordered constitute a legal payment obligation, (ii) payment obligations are non-cancelable, (iii) fees are tied to the use of the Services, and survive contract termination (e.g. should Customer discontinue deployment of the Services), (iv) fees paid are non-refundable upon partial or total termination of an Order for any reason, and (v) quantities purchased cannot be decreased during the relevant Subscription Period.

8.2 Invoicing and Payment. All Fees are payable upfront, unless otherwise stated in the Service Offer, upon receipt of the invoice and within the payment term mentioned on the Service Offer. Fees will be billed in the currency mentioned on the Service Offer, in electronic format only and based on the billing and contact information provided and updated as necessary by Customer.

8.3 Taxes. All prices are exclusive of any freight, handling and shipping insurance charges, taxes, levies and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charges or upon these terms ("**Taxes**"). Barco shall be solely responsible for taxes assessable against Barco based on its income, property and employees. Customer shall pay any taxes related to the Services Ordered hereunder or shall present an exemption certificate acceptable to all relevant taxing authorities.

Applicable Taxes shall, to the extent practical, be billed as a separate item on the invoice. If Barco has a legal obligation to pay or collect Taxes for which Customer are responsible under this Section 8.3, Barco may invoice Customer and Customer shall pay that amount unless Customer provides Barco with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.4 Refund Policy. Barco applies a zero refund policy. Payments made which are due as per the Service Offer are not refundable, whether under credit card chargebacks or otherwise. Pricing errors noted, in spite of Barco's diligence to avoid the same, shall be corrected in accordance with Section 8.5.

8.5 Payment Disputes. In the event Customer wishes to dispute any charge on an invoice, Customer will (a) timely pay the undisputed portion of charges on the invoice, in full, on or before the due date of the applicable invoice, (b) notify Barco in writing of the dispute before such due date, specifying in reasonable detail in such written notice the basis for the dispute, (c) work with Barco cooperatively and diligently to resolve the dispute as soon as possible and (d) where payment is made by credit card and disputed, notify Barco of any such dispute prior to contacting the credit card company. Barco's acceptance of such partial payment will not be deemed to waive any of its rights as to the remaining balances nor in any way constitute an accord and satisfaction. Charges on invoices submitted by Barco to Customer are deemed accepted and approved unless disputed by Customer in good faith in accordance with this section within thirty (30) days after the invoice date.

8.6 Overdue Payment – Suspension - Acceleration. If any invoiced amount is not received by Barco by the due date, then without limiting Barco's other rights or remedies (including Section 10.4 and 15), (a) any license keys provided prior to Customer's payment may be revoked, in which case the relating Order is terminated immediately, (b) any overdue amounts may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (c) Barco may condition future service renewals and Orders on shorter payment terms, (d) late payment as well as a total or partial non-payment (including credit card chargeback) may imply a suspension of the Services until such amounts are paid in full or termination of the Services in accordance with Section 15 and/or (e) Barco may accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend its services to Customer.

9. DATA INCLUDED IN THE SERVICES

9.1 Data Privacy and Protection. Barco shall implement and maintain privacy protection and security measures for components that Barco provides or controls in accordance with applicable Privacy Laws. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer's Data by Barco personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 12.3 (Compelled Disclosure) below, or (c) as Customer expressly permit under this Agreement or otherwise in writing. The data processing agreement attached as Exhibit DPA hereto is herewith integrated in this Agreement and applies to the extent User Data includes personal data within the meaning of the GDPR.

9.2 User Data. Customer shall (i) comply with all applicable Privacy Laws applicable to its business and the performance of its obligations under this Agreement with respect to any User Data (or any other components that Customer provides or controls) uploaded to, submitted to, stored on, or processed by the Services; and (ii) provide any notices and obtain consents required from Users under applicable Privacy Laws related to its use of the Services and Barco's provision of the Services, including those related to the collection, use, processing, transfer, monitoring and disclosure of User Data. Barco disclaims any liability for any data not provided by Barco, or any use of the Services outside the intended use as per this Agreement or Exhibit DPA, whether or not Barco assumes the role of processor of personal data, as stated in the Documentation.

9.3 Functional Information. Via the Services, Barco may gather technical, aggregated and/or statistical information about (i) the functioning and the functionality of the products which are connected through the Services, and/or (ii) as provided by Customer or any user or generated by its or their use of the Services ("**Functional Information**"). Barco and its service providers may process and use such Functional Information for analytics purposes, for developing and improving products and services, offering products and services to Customer's organization, all based on the legitimate interest of Barco of evaluating the market, assessing and improving its products and conducting research and development. This Section shall survive the term of this Agreement.

9.4 Return of Data. Upon request by Customer made within 60 days after the termination or expiration of this Agreement, Barco will make User Data available to Customer for export or download as provided in the Documentation. After such 60-day period, Barco shall have no obligation to maintain or provide any User Data, and as provided in the Documentation will thereafter delete or destroy all copies of User Data in Barco's systems or otherwise in Barco's possession or control, unless legally prohibited.

10. COMPLIANCE AND ENFORCEMENT

10.1 Reporting and Audit. In addition to good practice record-keeping obligations, Customer agrees to report the use of the Services if and as required in the Documentation. Customer grants to Barco and its designated auditors, at Barco's expenses, the right to verify the deployment and use of the Services during normal business hours so as to verify compliance with this Agreement. In the event such audit reveals non-compliance with Customer's payment obligations hereunder, Customer shall promptly pay to Barco the appropriate fees plus the reasonable cost of conducting the audit.

10.2 Fair Use Monitor. Customer is informed and acknowledges that the product includes technology which allows to remotely decrease (in part or in full) the functionality of the Services as a remedy for any default under this Agreement (the "Fair Use Monitor"). Such technology is an enabling tool and a material condition precedent for Barco to enter into this Agreement.

10.3 Enforcement. Upon breach of this Agreement (including overdue payment), Barco shall inform Customer, digitally or otherwise in writing, (i) which condition of this Agreement (including payment terms) is violated, (ii) allow a period of 15 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 Services or certain additionally provided features only; in part or in full) if the breach is not remedied on time and in full.

10.4 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 Customer to procure such additional credits required as per the actual usage; (ii) to reduce the functionality of the product, including through the use of the Fair Use Monitor; or (iii) to terminate this Agreement in accordance with Section 15 (Termination) hereof, without prejudice to any other remedies available at law, under contract or in equity.

11. PROPRIETARY RIGHTS AND LICENSES

11.1 Reservation of Rights. Barco retains all right, title, and interest in and to the Services, including without limitation all software used and equipment supplied, if any, to provide the Services and all logos and trademarks reproduced through the Service. This Agreement does not grant Customer any intellectual property rights in the Services or any of its components (including, for example, the Functional Information).

11.2 User Data – Hosting License. Customer grants, and procures that any user shall grant, Barco, its Affiliates and applicable contractors a worldwide, non-exclusive, royalty-free license, for the relevant Order, to host, copy, transmit and display User Data, as reasonably necessary for Barco to provide the

Services in accordance with this Agreement. Subject to the limited licenses granted in this Section 11.2 and without prejudice to Section 11.3, Barco acquires no right, title or interest from Customer in or to any User Data.

11.3 Functional Information and Metadata. Barco retains all right, title and interest to use the Functional Information and Metadata (including all know how, inventions and works derived therefrom) for any purpose. For clarity, the above authorization does not include the right for Barco to use any such data for any purpose which is restricted under applicable Privacy Laws.

11.4 Feedback and Suggestions. Customer hereby grants, and procures that any user shall grant, to Barco and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Barco's and/or its Affiliates' services any suggestion, ideas, know-how, techniques, recommendation, correction or other feedback provided by Customer or users relating to the operation of the Services or other Barco services.

12. CONFIDENTIALITY

12.1 Definition. As used herein, "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated and marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. User Data shall be Confidential Information; Barco Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Service Offers (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Nothing in this Agreement will prohibit or limit a party's use of any information (including ideas, processes, concepts, methodology, know-how and techniques) that: (i) is or becomes generally known to the public without breach of this Agreement; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without any obligation not to disclose such information; (iii) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; or (iv) is received from a third party which was not, to the Receiving Party's knowledge, under an obligation not to disclose such information.

12.2 Confidentiality. For the term of this Agreement and a period of three (3) years thereafter (provided that for trade secrets (as defined under applicable laws) and intellectual property rights no such time limitation applies as long as either of them qualify as Confidential Information), the Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission; provided that a Receiving Party may disclose any Confidential Information of the Disclosing Party to its employees, agents or contractors or End Users who have a need to know such Confidential Information (including the processing of User Data required for the performance of this Agreement, always subject to the Exhibit DPA) and who have been advised of the obligations of confidentiality relating to such Confidential Information herein and are bound by confidentiality provisions at least as restrictive as those set forth herein; and the Receiving Party will be responsible for any breach thereof by such persons and, at its own expense, the Receiving Party will take all reasonable measures or actions (including court proceedings) to restrain such persons from prohibited disclosure or use of such Confidential Information.

12.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted and reasonably practicable) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing

Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

13. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

13.1 Representations. Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so (including on the basis of Section 6.1). Each party represents and warrants that it will comply with all laws applicable to its respective performance hereunder.

13.2 Barco Warranties. Barco warrants that during the term of the relevant Order, it will provide the Services in accordance with the terms of this Agreement and that the material functions of the Services shall operate substantially with the terms of this Agreement and the applicable Documentation, when used in accordance with such terms and Documentation.

13.3 Warranty on User Data. Customer represents and warrants that it shall not exchange any User Data with Barco unless it has full and sufficient right and authority to do so, has obtained assurance that the User Data do not infringe on the rights of any third party and that all consents for the use of such User Data have been obtained.

13.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT, EVALUATION SERVICES AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

14. MUTUAL INDEMNIFICATION

14.1 Indemnification by Barco. Barco shall hold harmless and indemnify Customer from and against direct damages, losses and expenses arising from infringement of any patent, trademark, copyright or other intellectual property right of a third party by the Services and defend and settle at its sole expense any claim brought against Customer, provided that (i) Barco is promptly notified by Customer in writing after a claim has been asserted against Customer, and (ii) Barco shall assume sole control of the defense and any settlement negotiations, and (iii) Customer shall not make any representation or concession, negotiate, settle or compromise any claim without the prior written consent of Barco and (iv) Customer shall provide assistance and support, as Barco may require, in connection with the defense and any settlement negotiations. If Barco receives information about an infringement or misappropriation claim related to a Service, Barco may in its discretion and at no cost to Customer (i) modify the Services in such a way that it shall not infringe upon or misappropriate the rights of the third party or (ii) obtain for Customer a license or other right to use the Services in accordance with this Agreement or (iii) terminate Customer's orders for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated orders. Barco shall not be required to indemnify Customer to the extent any claim results from (a) modification or alteration of the Services or a component thereof by Customer, (b) use of (a part of) the Services in a manner inconsistent with its Documentation or this Agreement, (c) use of the Services in combination with any product or service not provided by Barco (to the extent the claim is based on such combined use), or (d) modifications to the Services made at the request of Customer.

14.2 Indemnification by Customer. Customer shall hold harmless and indemnify Barco from and against direct damages, losses and expenses arising from, and defend and settle at its sole expense any

claim brought against any claim, demand, suit or proceeding made or brought against Barco by a third party (End User or other) alleging that any User Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services in violation of the Agreement or applicable law, provided that (i) Customer is promptly notified by Barco in writing after a claim has been asserted against Customer, and (ii) Customer shall assume sole control of the defense and any settlement negotiations, and (iii) Barco shall not make any representation or concession, negotiate, settle or compromise any claim without the prior written consent of Customer and (iv) Barco shall provide assistance and support, as Customer may reasonably require, in connection with the defense and any settlement negotiations.

14.3 Exclusive Remedy. This Section 14 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 14.

15. TERMINATION

15.1 Termination for Cause. A party may terminate for cause this Agreement and/or some or all of the Services Ordered (i) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (ii) in the event of delayed payment, in accordance with Section 8.6 and 10.4, or (iii) upon 30 days written notice to the other party of a material breach, which breach -if available for remedy- remains uncured at the expiration of such period.

15.2 Security threat. Any use of the Services in breach of this Agreement by Customer or any users that in Barco's judgment threatens the security, integrity or availability of Barco's services, may result in the immediate suspension of the Services, however Barco will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

15.3 Consequences of Termination. All rights to use the Services cease once this Agreement is terminated or expires. Termination in accordance with Section 15.1(i) or 15.2 shall imply termination of all pending Orders under this Agreement. Termination or suspension on other grounds shall affect the relevant Orders only, unless otherwise stated in the notice of termination.

15.4 Refund or Payment upon Termination. If this Agreement (or an Order(s) as relevant) is terminated by Customer in accordance with Section 15.1(iii), Barco shall refund Customer any prepaid fees covering the remainder of the term of the relevant Order(s) after the effective date of termination. If this Agreement is terminated by Barco in accordance with this Section 15, Customer shall pay any unpaid fees covering the remainder of the term of all relevant Orders.

15.5 Surviving Provisions. The Sections 8 (Fees and Payment for Services), 9.4 (Return of Data), 10.1 (Reporting and Audit), 11 (Proprietary Rights and Licenses), 12 (Confidentiality), 13.4 (Disclaimers), 14 (Mutual Indemnification), 15.5 (Surviving Provisions), 16 (Limitation of Liability), 17 (General Provisions) will survive any termination or expiration of this Agreement.

16. LIMITATION OF LIABILITY

16.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT

AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE SECTION 8.2 ("INVOICING AND PAYMENT").

16.2 Exclusion of Indirect and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY 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 SERVICES, THIS AGREEMENT OR THE PERFORMANCE OR PURPORTED PERFORMANCE OF OR FAILURE IN THE PERFORMANCE OF EITHER PARTY'S OBLIGATIONS UNDER THIS AGREEMENT 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.

17. GENERAL PROVISIONS

17.1 Contracting Parties. This Agreement is valid between the Barco entity invoicing and the party being invoiced the Services, both as identified on the Order, and is valid and enforceable on the parties identified in the Product Specific Terms (Exhibit A). By entering into an Order hereunder, either of them agrees to be bound by the terms of this Agreement, including any addenda and supplements thereto as if it were an original party hereto.

17.2 Territoriality. The following table determines the applicable directions in respect of notices required under this Agreement, applicable law and competent courts for resolution of any dispute or lawsuit arising out of or in connection with this Agreement that could not be solved amicably:

| If Services are provided for use in: | Customer is contracting with: | Legal Notices should be addressed to: | The governing law is: | The courts having exclusive jurisdiction are: |
|--|-------------------------------------|---|---|--|
| A country in Europe, the Middle East or Africa | Barco NV (identified above) | BARCO NV, Beneluxpark 21 8500 Kortrijk, Belgium attn: VP Sales with a copy to General Counsel. | Belgium | Kortrijk |
| The United States of America, Canada or a country in Central or South America or the Caribbean | Barco, Inc., a Delaware corporation | BARCO, INC. attn: VP Sales with a copy to General Counsel. | State of New York and controlling United States federal law | Federal District Court, City of New York, New York, U.S.A. |
| A country in Asia Pacific excluding mainland China and Hong Kong | Barco NV (identified above) | Barco Singapore Private Limited No. 10, Changi South Lane, #04-01, Singapore 486162 attn: VP Sales with a copy to General Counsel | Singapore | Singapore city |

| | | | | |
|---|-----------------------------------|---|--------------------------------|-----------------|
| The People's Republic of China | Barco Visual Electronics Co., Ltd | Barco China, No. 16, Changsheng Road, Beijing, PRC attn: VP Sales with a copy to the legal counsel | The People's Republic of China | Changping Court |
| Rest of World (if and where offered for use by Barco) | Barco NV (identified above) | BARCO NV, Beneluxpark 21 8500 Kortrijk, Belgium attn: VP Sales with a copy to General Counsel. | Belgium | Kortrijk |

17.3 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, sent by registered mail or other confirmed delivery in accordance with Section 17.2. Either party may change its address for notice by giving notice of such address change in the manner provided in this Section 17.3. Billing-related notices or other non-legal notices to Customer can be validly delivered digitally.

17.4 Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts determined in accordance with Section 17.2. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any federal court sitting according to Section 17.2; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum, but without prejudice to enforcement of any judgment or order thereof in any other jurisdiction.

17.5 Entire Agreement – Order of Precedence. This Agreement, including the documents referenced herein and the Exhibits attached hereto, is the only understanding and agreement between Customer and Barco in respect of the provision of the Services. This Agreement supersedes all other communications, understandings or agreements between the parties prior to this Agreement (with the exception of any continuing confidentiality agreement). Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The foregoing does not prevent Barco to update the Documentation from time to time, to the extent Barco revises such Documentation for its customers generally, and any such amendments shall be binding on the parties from the date of release. The parties agree that any term or condition stated in Customer's or End User's purchase order or in any other of Customer's or End User's order documentation (excluding Orders accepted hereunder) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Service Offer, (2) the Product Specific Terms and the Documentation, (3) Exhibit DPA, (4) this Agreement, and (5) the other Exhibits to this Agreement in the order attached hereto.

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

17.7 Waiver. Except as otherwise provided herein, no failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

17.8 Assignment. Except to End-User on terms of this Agreement, Customer is 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 any of Barco's Affiliates or to a third party in connection with the sale of the relevant business of Barco. Subject to the foregoing, this Agreement shall be binding and shall inure to the benefit of the legal successors of either party or a party. For clarity, the foregoing shall not restrict Barco to retain subcontractors, including third party software suppliers, for the performance of obligations in accordance with this Agreement. Barco shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

17.9 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

17.10 Export; Antibribery and Corrupt Practices. Customer acknowledges that the Services or some of its components may be subject to U.S. or other governments' export control laws and regulations. Customer agrees to comply with all applicable international and national laws that apply to the Services, 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. Customer shall comply with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where any business will be conducted pursuant to this Agreement.

17.11 U.S. Federal Government End Use Provisions. If and when Barco provides the Services, including related software and technology, for ultimate U.S. federal government end use, following terms apply: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Barco to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

Exhibit A

weConnect Product Specific Terms

1. weConnect solution

The Barco weConnect software solution included in the relevant Service Offer, configured with Customer for identified End User(s), provides a cloud hosted entitlement to use the weConnect solution as a service, consumed when used.

The Services are offered as a prepaid, non-refundable service credit. Additional service credits shall be purchased to ensure continued use of the Services.

When using the Services, credits will be consumed according to metrics described here below. A minimum number of credits has to be purchased (specific amount depending on validity period of the credits) but without a maximum level. The availability of the Services is (a) suspended when the then current service credit is exhausted and (b) is not guaranteed if Customer (or the designated End User) fails to consume the service credit within the validity period of the service credit. The credits are valid from the moment of activation and end 1, 3 or 5 years later, depending on the validity period of the credit. Additional features, activated at the option of any user with administrator rights, may exhaust the then current service credit earlier than anticipated.

Credits are consumed according the following metrics:

- Standard :
 - weConnect virtual or hybrid studio usage:
 - each remote participant that is connected for 1 session hour consumes 1 weConnect credit
 - each local participant that is connected for 1 session hour consumes 0.3 weConnect credits.
 - weConnect interactive classroom, collaboration room and huddle space usage:
 - each NCN-device that is used for 1 session hour consumes 1 weConnect credit.
- Optional :
 - AI based closed captions: Ability to add AI generated closed captions to your weConnect session. 1 session hour consumes 2 credits, regardless of the number of participants viewing the closed captions.
 - Interactive streaming: stream out your weConnect session to a large group of viewers. Each viewer that is connected for 1 session hour consumes 0.35 weConnect credits, with a minimum spend of 35 credits per session hour.
 - API usage: 1,000 API interactions with the weConnect API (REST and Webhook API) consume 0.5 weConnect credits.
 - Lecture capture: Capturing your lecture via weConnect consumes 1 weConnect credit per recorded session hour.

Actual usage of all individual participants is measured precisely and added together to calculate the total usage during the validity period. This amount is rounded to the next hour.

Any user with administrator rights can monitor the actual weConnect usage in the admin interface of the weConnect software solution. Activation and use of additional features, under a pending or renewed Services Order, implies acceptance of the then current terms of use and associated service credits confirmed in writing by Barco from time to time.

2. Enabling hardware

The hardware component(s) required to enable the Services ("Enabling Equipment") are identified in the weConnect Service Offer, for purchase against the relating purchase price invoiced in addition to the service credit.

The Enabling Equipment is sold to Customer based on Barco's [Terms and Conditions of Sale](#) and the relating [Standard Warranty Policy](#). Subject to payment of the relating purchase price, on payment terms set in the Service Offer, ownership title in the Enabling Equipment vests in Customer. The sale of the Enabling Equipment or the provision of the Services does not include an obligation for Barco to provide support in respect of the Enabling Equipment unless a dedicated support agreement has been activated, nor an implied duty for Barco to offer for sale same equipment beyond the term of the service credit originally purchased.

Customer shall provide the Enabling Equipment to the End User benefitting of the Service entitlement and shall (or shall cause End User to) keep the Enabling Equipment in good working order as needed for the unhampered use of the Services. Subsequent Service Offers may cause Customer to purchase a successor product of the Enabling Equipment if such equipment is reported end of life, is incompatible with a successor version of the software, or otherwise does not meet the requirements to interoperate with the Services.

3. Version Compatibility

Iterations of the weConnect solution released as a Service over the cloud or as a device software will be subject to version control based on standard semantic version control conventions. Given a version number MAJOR.MINOR.PATCH increment the:

- i. MAJOR version: incremental version including incompatible API changes,
- ii. MINOR version: incremental version including functionality which is added in a backwards compatible manner, and
- iii. PATCH version: incremental version including backwards compatible bug fixes.

● ***Iterations on the software installed on the hardware used on-premise***

Generally, Customer shall use the version provided as part of the Service and cannot choose to skip version releases or otherwise choose which version is applied. Notwithstanding the foregoing, Customer will be able to decide the timing to apply the new version releases, however, solely within the below compatibility window provided by the cloud offer.

The compatibility window includes the three most recent device software versions supported by Barco over the cloud:

- Minimal version: this is the lowest device version the weConnect cloud will support, devices must upgrade in order to continue to work with the cloud.
- Latest version: this is the version the devices will upgrade to when the Customer allows it (there is a special feature to hold back updates in the admin interface on the cloud especially for this case).
- Maximum version: this is the maximum device version which is still compatible with the current cloud version. Above this version, the devices will not be able to function.

In terms of communication and execution, Customer will be informed at least 10 calendar days before upgrade through the registered managers designated by the Customer in accordance with the Documentation. This gives facility managers time to prepare for the upgrade should that be necessary. The over-the-air upgrade happens automatically after those 10 days during the night.

● ***Iterations on the cloud service software***

Customer shall use the version provided as part of the Service and cannot choose to skip version releases or otherwise choose which version is applied. In terms of communication and execution, Customer will be informed at least 5 calendar days before the upgrade day. In case of a MAJOR version with backwards breaking changes, the Customer will be informed 15 calendar days before the upgrade day. For PATCHES, Customer will be informed at least 12 hours before upgrade through the registered managers designated by the Customer in accordance with the Documentation.

Information happens through email and Customer can subscribe to those emails by registering on https://infopages.barco.com/weConnect_Product_subscription.html

- ***Training and communication on new cloud service versions***

Customer is entitled to receive information on upcoming changes in the Service and changes in capabilities delivered by the Service. Customer will be informed (i) for MINOR versions and MAJOR versions with no backward breaking changes, at least 5 calendar days before upgrade and (ii) for other MAJOR versions, at least 15 calendar days before upgrade.

Information happens through email and Customer can subscribe to those emails by registering on https://infopages.barco.com/weConnect_Product_subscription.html.

Critical upgrades and security fixes can be installed outside of normal maintenance windows when necessary.

Customer training consists of online documentation made available to Customer explaining the new capabilities offered by the Service.

4. Data Ownership

Data will be generated and provided through the customer's real-time and on-site usage of the weConnect solution. Barco may access and use such Functional Information in accordance with the terms of the Agreement, and to process and convert such raw data into fully anonymous and nonreversible metadata other than pseudonymous data such as IP addresses, telephone numbers, device information (the "Metadata") all as further described in the weConnect Privacy Policy.

Except for such Functional Information or Metadata, users continue to own all data (whether text, sound, video, or other materials or content provided by any user) hosted by or for any user in association with the weConnect solution ("Customer's Data"). Users shall control over where Customer's Data is stored, how it is securely accessed and deleted and that it does not infringe on the rights of third parties.

All Functional Information and Metadata are exclusively owned by Barco and Barco retains all rights, title and interest to use the Metadata for any purpose. For clarity, the above authorization does not include the right for Barco to use raw data or Metadata derived from the weConnect solution for any purpose which is restricted under applicable privacy laws.

5. Support policy

Support made available by Barco is further detailed in Exhibit C hereto.

6. Terms of Use

Customer shall comply, and shall ensure End Users comply, with the authorized use policy made available in the software and Documentation.

Each Customer or End User that is ordering or using the Services represents to Barco that it has the authority to represent the organization it is affiliated with (e.g. its employer or school). The organization, as the owner of the domain associated with any email address used to deploy the Services, may assume control over and manage the use of the Services by the persons designated to use the weConnect application within its organization ("you"), subject to compliance with privacy laws and the weConnect Privacy Policy.

7. Privacy policy

The Service has been designed to comply with applicable laws on the protection of personal data (in particular the EU Data Protection Directive 95/46/CE and the General Data Protection Regulation, Regulation 2016/679). The weConnect Privacy Policy is available in the Documentation and at Barco's website.

Exhibit B

weConnect Uptime SLA

Cloud Service Uptime Commitment. Barco commits to maintain a general uptime of the Services of 99.5% measured on a monthly basis. The Uptime SLA shall be measured using the following formula:

$$\frac{100 \times (A-B-C)}{(A-C)} = \text{Availability in \%} \geq 99.5\%$$

- A = Total number of minutes during the relating month,
For any partial calendar month (first or last month of the term of the Services ordered),
general availability will be calculated based on the entire calendar month, not just the
portion for which Customer is entitled to use the services.
- B = The number of minutes during which the Product is Unavailable
- C = The number of minutes of Excused Downtime, if any

Abstraction made of Excused Downtime, any Unavailability of the Service for more than 3 hours and 40 minutes in a month, or more than 2 consecutive hours should not occur and Barco warrants that the Product will be generally available at least within such limits, on terms set out below (the "Uptime SLA"). The Uptime SLA reflects the online availability of the Services, 24 hours a day, 7 days a week, except for events qualifying as Excused Downtime.

Defined Terms. As used herein,

- "Unavailable" or "Unavailability" shall mean that the Service is not available for online access and use by none of the intended users at all, if and when reported by the Customer as per procedure below and confirmed on the industry standard tools which Barco uses to monitor uptime of the Service. For clarity, reference to "Unavailability" or similar terms refers to a total outage of the Services, where the Service can not be used at all in any period of five consecutive minutes of downtime. Even in such cases, a reduced functionality may remain available to Customer in an offline mode.
- "Excused Downtime" shall mean collectively (i) downtime to perform routine maintenance during Barco's standard maintenance windows (which shall not exceed 8 hours per month, performed on reasonable advance notice, except for unplanned / emergency maintenance where Barco shall strive to provide at least 24 hours prior notice), (ii) scheduled downtime approved in writing by Customer, (iii) downtime due to force majeure events, failure of the network or internet connection of Customer, denial of service attacks, acts or omissions of Customer or its users or any other event outside Barco's reasonable control, (iv) downtime due to the use of, configuration changes made to or Customer-requested upgrades made to any hardware, software, equipment or services not provided by Barco and used in conjunction with the Services, or (v) any Unavailability which is due to an issue addressed in a maintenance release made available by Barco as part of the Services, which Customer has opted not to implement. Intermittent downtime for a period of less than five minutes are Excused Downtime and will not be counted towards the general uptime of the Services.

Scope - Separate SLA. This Uptime SLA solely aims to provide a remedy in case the Services are not available for online access. Any issues reported on the hardware or software components included in the Service will be resolved as per Barco's applicable support commitments (Exhibit C) and are not part of this Uptime SLA.

Breach of SLA. In the event the Service is Unavailable for online access in excess of the levels permitted herein (Barco's breach of the Uptime SLA) in any given calendar month, Customer may request (see section 'Procedure') a service credit equal to 5% of the monthly fee (or monthly equivalent of applicable service fee) for unacceptable downtime of up to 4 hours, or 10% when the unacceptable downtime exceeds 4 hours, all measured as aforesaid on a monthly basis (the "SLA

Credit"). The SLA Credit can be used to be offset against future fees for Services only for a period of 12 months. SLA Credits may not be exchanged for, or converted to, monetary amounts.

Chronic Failure. If the ordered Service is Unavailable, for reasons other than an Excused Downtime, and such non-availability is attributable solely to Barco and not to Customer, in whole or in part, for more than forty (40) hours in any calendar quarter, Customer may terminate the relevant Service upon thirty (30) days' written notice to Barco. In the event that Barco validates the conditions of the termination under this Section, Barco shall refund to Customer a pro-rata portion of the service fees paid in advance and not yet used, or, upon Customer's request and at Barco's sole option, offer a credit of the pro-rata refund amount toward a new Barco product purchase to be used within a set period of time (either of them, a "Termination Credit").

Specific Remedy. The SLA Credit and Termination Credit stated in this Uptime SLA are the Customer's sole and exclusive remedies and Barco's sole and exclusive obligations for an excessive downtime of the Services. No Service or Termination Credit applies for demo, trial, beta or products, features and functions that are being made available for no fee. Any Credit is subject to timely communication as per Sections 'Reporting' and 'Procedure' hereof.

Reporting. Any Unavailability shall be reported promptly without delay to Barco .

Procedure. To receive the SLA Credit (or, as relevant, a Termination Credit), Customer shall contact Barco customer support with the request within 15 days after the end of the month (or, as relevant, the calendar quarter) in which the Service was unavailable, or Customer's right to receive a SLA Credit or Termination Credit with respect to such Unavailability will be waived. No SLA Credit or Termination Credit will be issued if Customer is not current in its payment obligations or when the credit would otherwise be issued.

Customer shall support its request with:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant month (or, as relevant, the calendar quarter)
- An explanation of the claim made under this Uptime SLA, including any relevant data.

Upon request, Barco can provide Customer with a report confirming the system availability and performance statistics as measured by the industry standard tools Barco uses to monitor uptime of the Service.

SLA Revision. Barco may revise this Uptime SLA to the extent Barco revises service levels for its customers generally (provided that no such revisions should materially degrade the provision of the Services). SLA revisions will be shared on Barco's website and/or through the Portal.

Exhibit C

weConnect Support Terms

Barco support available for the weConnect solution is:

For the hardware components: offered on standard warranty or optional EssentialCare

For the service credit: by default included with EssentialCare Pro

The intent of such support is to assist Customer with its configuration and use of the standard features and functionality of the software included in the Services (the "Application"), to assist Customer's use of the Application for the entire term of the service credit and to provide a long-term product guarantee and technical support on the hardware.

The support provided by Barco under the applicable offerings is detailed in Exhibit C-1. Barco will respond and update status according to the severity and in accordance with the service levels ("SLA") set out in Exhibit C-2. Available software support and service levels are subject to the general software support conditions referenced in Exhibit C-3.

Exhibit C-1

Available Support for the weConnect hardware components

| | Standard warranty | EssentialCare |
|--------------------------|----------------------------------|--|
| Coverage period | 1 year | 5 years |
| Support services | | |
| Helpdesk access | Through Barco partner/integrator | Through Barco partner/integrator |
| Helpdesk availability | Business hours | After-hours (08AM-12AM) |
| Helpdesk response time | 8 business hours | 4 business hours (e-ticket) 1 business hour (phone) |
| Software coverage | | |
| Firmware updates | Yes | Yes |
| Hardware coverage | | |
| Replacement model | Standard RMA | Advance swap |
| Shipment SLA | Best effort Economy shipment | Next Business Day Express Shipment |

Available Support for the weConnect software

| | EssentialCare Pro |
|----------------------------|--|
| Coverage period | = subscription period (1, 3 or 5y) |
| Support services | |
| Helpdesk access | Through Barco partner/integrator |
| Helpdesk availability | After-hours (08AM-12AM) |
| Helpdesk response time | 4 business hours (e-ticket) 1 business hour (phone) |
| On-site services | |
| On-site assistance | Next business day (by Barco partner/integrator) |
| Preventive maintenance | 1 visit per year (by Barco partner/integrator) |
| Software coverage | |
| weConnect software updates | Yes |

Above references need to be understood as follows.

| | |
|-----------------------------|---|
| "Helpdesk" | Barco's helpdesk referenced at www.barco.com/support |
| "Helpdesk access" | First line support is provided by your integrator. Barco will provide level 2 and escalated support. |
| "Helpdesk - business hours" | Provides phone, mail or e-support access to technical support engineers who assist in solving issues. Phone support is available during predefined hours (as defined on the Barco Helpdesk website) in the designated support centres' local time Monday to Friday, excluding national and local holidays observed by Barco. Outside business hours, online tickets can be logged on a 24/7 basis, but will not be treated with priority. |
| "Helpdesk - After-hours" | 08-12am, Mon. through Fri. access to Barco's first line international (English speaking) helpdesk to report, diagnose and resolve issues. Escalation support and dedicated weConnect product specialists are not available outside of business hours (8h to 17h, CET). |
| "Advance swap" | Provides replacement of covered failed hardware parts. If technical phone support determines that there is a hardware part failure or an obvious malfunction and provides a return material authorization (RMA) number, a replacement part will be dispatched on the next business day with express shipment. Once you receive the part, you will be required to return the failed part to Barco within 15 calendar days. Barco will pay for the shipment to Customer, while Customer will pay for the shipment back to Barco. |
| "Next business day" | Shipment sent before close of business of the next business day (BD+1), assuming that the triggering request is received by Barco before 15:00 on the previous business day (BD). |
| "On-site assistance" | In case Partner or Barco has established that an issue cannot be solved remotely, end-customers are entitled to call on on-site support by a Partner engineer. On-site intervention can only be performed after a written problem report and in mutual agreement with the customer. Partner commits to sending an engineer on-site by the next business day, on a best effort basis. The time to execution of the service visit can vary according to hardware shipping times, transportation and travel restrictions, geographical distance and travelling times, local holidays, etc. |
| "Preventive maintenance" | One yearly Preventive Maintenance visit by a Partner Service Engineer, during office hours, covering general maintenance and verification of the critical parameters to lower the risk of unexpected technical issues and to extend the solution lifetime. |

Exhibit C-2

weConnect Support SLA

| Severity | Description | Barco standard warranty Support Response Time/ SLA | Barco ExpertCare Support Response Time/ SLA | Status Update Owner |
|--------------|---|---|--|--|
| 1 – Critical | Catastrophic situation affecting all Application users, including total unavailability of the operations of the entire Application functionality and where there is no workaround available. | Response will be provided by Barco within reasonable time taking into account the priority of the reported issue. | Response within 1 hour, after-hours for issues reported through Barco's telephone helpdesk. Barco and customer commit to provide resources with daily updates until the resolution is made available to Customer or the severity of the issue has decreased. | Barco Support Representative or designate. |
| 2 – High | Severe situation where the operation of a significant portion of the Application is severely degraded or the Customer's business operations are severely impacted by unacceptable Application functionality performance as designed and described in the Documentation. | Response will be provided by Barco within reasonable time taking into account the priority of the reported issue. | Response within 4 hours, after-hours for issues reported through Barco's telephone helpdesk. Barco and customer commit to provide resources during business hours with weekly updates as agreed until the resolution is made available to Customer or the severity of the issue has decreased. | Barco Support Representative or designate. |
| 3 – Medium | Means the operation of a portion of the Application is impacted, although most business operations remain functional. Performance and feature regressions can occur, but the issue does not have a significant impact on critical functionality. | Response will be provided by Barco within reasonable time taking into account the priority of the reported issue. | Response within 4 business hours, with updates as agreed during business hours. | Barco Support Representative or designate. |
| 4 – Low | Performance or feature issues that are not by design but are not due to a regression. There is little or no impact to Customer's business operation. Typically these issues have been in existence since the feature was released, and often a workaround exists. | Response will be provided by Barco within reasonable time taking into account the priority of the reported issue. | Response within 2 business days with updates as agreed during business hours. | Barco Support Representative or designate. |

As used above:

- "day" shall mean any day in a calendar year;
- "hour" shall mean any 60 minutes on a calendar day;
- "business day" shall mean any 5 days in a working week during which Barco's regional services center (as specified on [Barco Support](#)) is open for business;
- "business hours" shall mean 8 a.m. through 5 p.m. (except for such regional differences specified on [Barco Support](#)) on a business day in the relevant region
- "after-hours" shall mean 8 a.m. through 12 a.m. (except for such regional differences specified on [Barco Support](#)) on a business day in the relevant region
- The severity level of a support request shall be determined by Barco; parties, acting reasonably, may agree to reprioritize cases if need be
- Response times for severity level 1 and 2 are applicable for issues reported through telephone contact;
- Above service levels are subject to the support procedures in Exhibit C-3 and the non-covered events referenced therein.

Exhibit C-3

Barco Software Support Terms

The applicable service levels in respect of an ordered subscription are subject to following terms:

What is included?

Access to after-hours (Barco EssentialCare Pro) helpdesk support for the weConnect application functionality (the "Application"), including:

- Questions on specifications, configuration, usage, and compatibility of the Application;
- Issues inherent to the Application;
- Compatibility issues between the Application and other Barco supported third-party software or hardware products;
- Remote assistance in troubleshooting the issue;
 - If the source of the issue is identified within a third party product, Barco may be unable to resolve the issue
 - The support level excludes (resolution of or identification of) any compatibility issues arising from Customer's evolution of its third party (hardware or software) environment.
 - Customer is requested to consult with Barco before any such change is implemented.
- Online access to the Application FAQs, Tutorials, User Guides and other documentation made available through the Support Portal.
- Next Business Day on-site assistance
- Yearly Preventive Maintenance
- Access to software updates

What is not included?

- Installation and integration services are outside the scope of these Software Support terms but may be obtained from a Barco Authorized Reseller as separately agreed.
- User Training (detailed step-by-step telephone assistance may exceed 1st level support and, in Barco's reasonable opinion, be better addressed by product training offered by Barco or a Barco Authorized Reseller);
- Custom development to ensure compatibility of the Application in Customer's changed third party (hardware or software) environment;
- Products, features and functions (often referenced as demo, trial, beta or similar) that are being made available for no fee.
- Writing of drivers;
- The services to implement Major and/or Minor Upgrade modifications including making required modifications to existing software, templates and integration and testing;
- Maintenance or support on a version of the Application that is reported End of Service (taking into account the minimum committed service period confirmed in the product specific terms);
- Any components not provided by Barco shall be subject to the support offered by the relevant third party.
- Repairs required by:
 - Customer's failure to implement all updates, upgrades, or maintenance releases provided by Barco with regard to the Application;
 - changes to the operating system or environment which adversely affect the

Application;

- alterations, additions or modifications to the Application not authorized by Barco;
- problem solving as a result of poor maintenance performed by a party not authorized by Barco;
- interconnection or integration of the Application with other software or hardware products not supported by Barco;
- use of the Application on equipment other than the equipment for which such Application was designed for;
- force majeure or other events beyond Barco's reasonable control.

Support Procedures

- First line support should be obtained from a Barco Partner, if applicable.
- Second line support is made available by Barco during regional business hours and after-hours as specified on [Barco Support](#). User name and password can be obtained by contacting Barco.
- Customers are encouraged to contact the helpdesk via the e-portal and to use available oncall services for critical and time sensitive issues only. Logging service tickets through the e-portal is recommended good practice to ensure that support requests are properly routed and escalated.
- Customer's requests shall be made by a dedicated professional (i) who may be an employee or a service provider of Customer; (ii) who should be knowledgeable about the Application and the operating environment; (iii) who shall not be replaced without written notice to Barco (the "Customer Contact").
- A service ticket
 - (i) Can be opened by the Customer Contact only
 - (ii) Should include at least the following information:
 - information on the nature, causes, and impact of the issue, in as much detail as possible;
 - log files, configuration files, screen images, and other information required for issue troubleshooting and analysis;
 - remote login or VPN access to Customer's systems, where required (and where permitted by Customer security policies), or, as an alternative, direct access to Customer's systems while in contact with Barco;
 - support and coordination for on-site visits by Barco or reseller support staff, where deemed necessary by Barco;
 - any other information reasonably requested by Barco to timely responses to questions and requests.
 - (iii) The Customer Contact shall confirm to Barco whether Barco's support has resolved Customer's issue;
 - (iv) Barco may close a service ticket on written notice to Customer in the absence of Customer's confirmation or when the issue, in Barco's reasonable opinion is resolved.

Evolution over time

- Barco may evolve the Application at timings and according to product roadmaps determined at its sole discretion. The applicable support period is confirmed in the Documentation.
- Minimum System Requirements (i.e., the computer configuration -potentially including both enabling hardware and software- as defined in the available Documentation and/or as otherwise defined by Barco in writing) apply.

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 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 to carry out Processing activities on End User Data on behalf of End User are mentioned in Barco's product privacy statement on 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 by way of a written instruction 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 or their Affiliates. End User and each Affiliate 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 End User 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 in force 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 [product-privacy-statement](#) 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 Clauses¹ 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](#))

¹ 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.