

MoJoPro End User License Agreement

Version effective as of February 3, 2025

This MoJoPro End User License Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” and “**you**” or “**your**”) and Haivision Systems Inc. (including its subsidiaries and affiliates, “**Company**”). This Agreement governs your use of the MoJoPro Mobile Application (the “**Application**”) on a single device owned or otherwise controlled by you. The Application is licensed, not sold, to you.

BY CLICKING THE “AGREE” BUTTON OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. **License Grant.** Subject to the terms of this Agreement, the Company grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application for your personal or internal business purposes on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) in accordance with the Application’s documentation.
2. **License Restrictions.** You shall not:
 - a. copy the Application, except as expressly permitted by this license;
 - b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
 - c. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
 - d. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
 - e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third-party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
 - f. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application;
 - g. use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application;
 - h. use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in this Agreement, without the Company’s prior written consent; or
 - i. frame, mirror, or otherwise incorporate the Application or any portion of the Application as part of any other mobile application, website, or service.
3. **Reservation of Rights.** You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement.

The Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. **Collection and Use of Your Information.** Please see the Haivision Technology Privacy Policy located at <https://www.haivision.com/legal/technology-privacy-policy/> for more information about how your personal information will be collected and used. By using the Application, you represent that you have reviewed the Haivision Technology Privacy Policy and accept the terms set forth therein, including consenting to the use of your personal information as provided by such policy. You agree that the Company may collect, use and share (with third party vendors who help the Company make the Application available to you) technical data and related information, including but not limited to, technical information about your Mobile Device, system, and application software, that is gathered periodically to facilitate the provision of Application updates, product support and other services related to the Application. The Company may use this technical information (i) as long as it is in a form that does not personally identify you, to improve products or services, or (ii) to provide product or services that you have ordered.
5. **Company Products and Services.** The Application may be used in connection with other Company products and services, and certain features, functionality, and content accessible on or through the Application may be used in connection with other Company products and services (collectively, "**Products and Services**"). Your access to and use of such Products and Services may require you to acknowledge your acceptance of such terms and conditions ("**Additional Terms**") applicable to such Products and Services, and your failure to do so may restrict you from accessing or using such Products and Services and/or certain of the Application's features and functionality. Any violation of such Additional Terms will also be deemed a violation of this Agreement.
6. **Updates.** The Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms of this Agreement.

7. **Third-Party Materials.** The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that the Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume

and will not have any liability or responsibility to you or to any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and is subject to such third parties' terms and conditions.

8. Term and Termination.

- a. The term of this Agreement commences when you download or install the Application and will continue in effect until terminated by you or the Company as set forth in this Section 7.
- b. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- c. The Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms of this Agreement.
- d. Upon termination:
 - i. all rights granted to you under this Agreement will also terminate; and
 - ii. you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- e. Termination will not limit any of the Company's rights or remedies at law or in equity.

9. Availability Disclaimer. SPEED OF AUDIO AND/OR VIDEO TRANSMISSION AND/OR DELIVERY IS DEPENDENT ON THIRD-PARTY NETWORK OPERATORS AND SERVICE PROVIDERS AND OTHER CIRCUMSTANCES OUTSIDE OF THE COMPANY'S CONTROL. THE APPLICATION'S OPERATION MAY BE IMPAIRED BY PROBLEMS WITH YOUR MOBILE DEVICE'S OPERATING SYSTEM, OTHER APPLICATIONS PRESENT ON YOUR MOBILE DEVICE, OR ITS WI-FI OR CELLULAR CONNECTIONS. IN SOME CASES, IT MAY NOT BE POSSIBLE TO TRANSMIT AUDIO AND/OR VIDEO TO THE INTENDED RECIPIENT OR RECEIVE AUDIO AND/OR VIDEO SUCCESSFULLY. THE TRANSMISSION AND DELIVERY OF LARGE AMOUNTS OF DATA MAY BE SUBJECT TO NETWORK DELAYS OR RESTRICTIONS.

10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE FAULT-FREE OR CONTINUOUSLY AVAILABLE, OR THAT ANY FAULTS OR DEFECTS CAN OR WILL BE CORRECTED.

11. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION FOR:
- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
 - b. DAMAGES ATTRIBUTABLE TO THIRD-PARTY SERVICE PROVIDERS (AS SUCH TERM IS DEFINED IN SECTION 16).
 - c. DIRECT DAMAGES IN AMOUNTS THAT IN AGGREGATE EXCEED (A) THE AMOUNT ACTUALLY PAID BY YOU ANNUALLY FOR THE APPLICATION OR (B) US\$500, IF YOU DO NOT PAY FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. **Indemnification.** You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.
13. **Export Regulation.** The Application may be subject to all applicable export law, including without limitation, Canadian, United States, and French Government laws and regulations relating to exports and re-exports including, but not limited to, in Canada, the Defense Production Act, the Controlled Goods Regulations and the Export and Import Permits Act, and, in the U.S., the U.S. Department of Commerce Export Administration Regulations and all administrative acts of the U.S. Government thereunder. You shall not export, re-export, distribute or otherwise transfer or re-transfer the Application, directly or indirectly, separately or as part of a system to any country for which the competent authorities require an export license, other governmental approval or letter of assurance, without first obtaining such license, approval or letter. This includes any country on Canada's Area Control List or subject to the Canadian Economic Sanctions or any country sanctioned by the U.S. Government, including any Specially Designated National and Blocked Person on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control (OFAC). Further, you represent you are not named on any U.S. government denied-party list or that the Application will be accessed or used in a Canadian, French or U.S. embargoed country or region or in violation of any applicable export law or regulation.

14. **US Government Rights.** The Application is a commercial product, consisting of commercial computer software and commercial computer software documentation, as such terms are defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the US Government or any contractor therefore, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.
15. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provisions will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
16. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware, U.S.A., without giving effect to that body of law applicable to the choice of law, the United Nations Convention on Contracts for the International Sale of Goods, and/or its implementing and/or successor legislation and/or regulations. You and the Company agree that the courts of the State of Delaware constitute a convenient forum for any claim, proceeding or action relating to or otherwise arising out of this Agreement and all parties attend and submit to the exclusive jurisdiction of such courts. EACH OF THE PARTIES HERETO, TO THE FULLEST EXTENT OF THE LAW, IRREVOCABLY WAIVES AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT.
17. **Third Party Beneficiaries.** Your use and access of the Application is subject to the terms and conditions of (a) your wireless and/or internet providers and (b) third-party cloud service providers which host the Application (each, a “**Third-Party Service Provider**”) that you use to access the Application. This Agreement is executed between you and the Company and not between you and any other party, including the Third-Party Service Providers. The Company is not responsible for any applicable third-party agreement between you and any Third-Party Service Provider.
18. **Changes to this Agreement.** The Company reserves the right to modify this Agreement at any time and for any reason. The Company will post the most current version of this Agreement at <https://www.haivision.com/legal/mojopro-eula/>. Your continued use of the Application after the Company publishes changes to this Agreement indicates your consent to the updated terms.
19. **Contact Information.** If you have any questions regarding this Agreement, please contact:
- Haivision Systems Inc.**
2600 Alfred-Nobel, Suite 500
Montreal, Quebec H4S 0A9 Canada
Attention: Legal
- or by e-mail at legal@haivision.com.
20. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED

WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between you and the Company with respect to the Application and supersede all prior or contemporaneous negotiations, correspondence, understandings, and agreements regarding the subject matter of this Agreement.

22. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right.