Matrox Video Software License Agreement

(Hereafter referred to as License)

THIS IS A LEGAL AGREEMENT BETWEEN THE LICENSEE AND MATROX GRAPHICS INC. ("MATROX") CONCERNING THE USAGE OF THE MATROX SOFTWARE. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE SOFTWARE, THE LICENSEE AGREES TO THE TERMS OF THIS LICENSE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF YOUR COMPANY, ORGANIZATION, EDUCATIONAL INSTITUTION, OR AGENCY, INSTRUMENTALITY, OR DEPARTMENT OF THE FEDERAL GOVERNMENT AS ITS AUTHORIZED LEGAL REPRESENTATIVE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PLEASE RETURN YOUR MATROX PRODUCT. IF THE SOFTWARE WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE.

In this License "Software" refers to: any firmware, software, associated software components, media, printed materials, and "online" or electronic documentation related to Matrox products, and any related updates or upgrades thereto.

The Software is not sold, and instead is only licensed for use, strictly in accordance with this document. This License does not cover the sale of hardware, since it may not necessarily be sold as a package with the Software. This License sets forth the terms and conditions of the Software license only.

Any Software provided to Licensee is the copyrighted work of Matrox and/or third party software suppliers (if any). The present License does not give Licensee any intellectual property rights to the Software or its derivatives. The downloading and/or the use of any Software are subject to the following restrictions and limitations:

LICENSES:

If you are an end user, the "End User License" shall apply to you. If you are an original equipment manufacturer (OEM), the "OEM License" shall apply to you.

END USER LICENSE

- 1. Licensee may install the Software on an unlimited number of computers owned or leased by Licensee in any location. Except as specifically authorised in the Matrox Product User guide or related documentation, the Software is subject to a restricted license therefore Licensee must use the Software on a single computer owned or leased by Licensee at a time, in conjunction with and for the purpose of, operating the Matrox hardware product. Use of the Software in conjunction with non-Matrox products is prohibited and not licensed hereunder. Licensee shall also have the right to make one copy of the Software in any computer-readable or printed form for back-up or archival purposes;
- 2. No right to recopy, publish, display, network, rent, loan, lend, assign, sell, distribute, license, sublicense, alter, modify, disassemble, de-compile, create derivative works or reverse engineer any Software in any manner whatsoever is hereby given, except as provided in this License. Violation may result in severe civil and/or criminal penalties, as violators will be prosecuted to the maximum extent possible;
- 3. Licensee agrees to treat the Software as confidential information, and shall protect said information by using the same degree of care Licensee uses to protect Licensee's own confidential information, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, disclosure or publication of such, or to use this Software to: (i) develop inventions directly derived from confidential information to seek patent protection; (ii) assist in the analysis of Licensee's patents and patent applications; or (iii) modify Licensee's existing patents or patent applications;
- 4. Licensee may only provide and disclose parts of the Software to third parties who have a need-to-know for the purpose of installation, service integration and/or support of said Software within Licensee's product. In such event, Licensee may only disclose the relevant and necessary parts of the Software to permit the third party to accomplish his work provided that all such disclosures shall be subject to the terms and conditions of this Licensee.
- 5. Licensee may not grant any sublicense, lease or other right in the Software to others;
- 6. Notwithstanding any other provision in this License, if Licensee provides any ideas, suggestions or recommendations to Matrox regarding the Licensed Software and/or Licensee's product ("Feedback"), Matrox is free to use and incorporate such Feedback in Matrox's products, without payment of royalties or other consideration to Licensee;
- 7. Licensee shall not have the right to alter or remove any Matrox or third party copyright, trademark or patent notices in the Software.

OEM LICENSE

Except as specifically authorised in the Matrox Product User guide or related documentation, Licensee may reproduce and distribute the Software only as an integral part of or incorporated in Licensee's product or as a standalone Software maintenance update for existing end users of Licensee's products, excluding any other standalone products, subject to these conditions:

- 1. Except as specifically authorised in the Matrox Product User guide or related documentation, this Software is subject to a restrictive license therefore it is licensed for use only in conjunction with the Matrox hardware product. Use of the Software in conjunction with non-Matrox products is prohibited and not licensed hereunder;
- 2. No right to recopy, publish, display, sell, network, rent, loan, lend, distribute, license, sublicense, alter, modify, disassemble, decompile, create derivative works or reverse engineer any Software in any manner whatsoever is hereby given, except as provided in this License. Violation may result in severe civil and/or criminal penalties, as violators will be prosecuted to the maximum extent possible;
- 3. Licensee agrees to treat the Software as confidential information, and shall protect said information by using the same degree of care Licensee uses to protect Licensee's own confidential information, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, disclosure or publication of such, or to use this Software to: (i) develop inventions directly derived from confidential information to seek patent protection; (ii) assist in the analysis of Licensee's patents and patent applications; or (iii) modify Licensee's existing patents or patent applications;
- 4. Licensee may only distribute the Software to Licensee's customers pursuant to a written license agreement. At a minimum such license shall safeguard Matrox's ownership rights to the Software and such agreement shall contain similar terms and obligations;
- 5. Licensee may only provide and disclose parts of the Software to third parties who have a need-to-know for the purpose of installation, service integration and/or support of said Software within Licensee's product. In such event, Licensee may only disclose the relevant and necessary parts of

the Software to permit the third party to accomplish his work provided that all such disclosures shall be subject to the terms and conditions of this License:

- 6. Notwithstanding any other provision in this License, if Licensee provides any ideas, suggestions or recommendations to Matrox regarding the Licensed Software and/or Licensee's product ("Feedback"), Matrox is free to use and incorporate such Feedback in Matrox's products, without payment of royalties or other consideration to Licensee;
- 7. Licensee shall not have the right to alter or remove any Matrox or third party copyright, trademark or patent notices in the Software.

GENERAL LICENSE TERMS: (APPLICABLE TO BOTH END-USERS & OEMs)

There are inherent dangers in the use of any software available for downloading on the Internet and Matrox cautions Licensee to ensure that Licensee completely understands the potential risks before downloading any of the Software. Licensee is solely responsible for adequate protection and backup of the data and equipment used in connection with any of the Software, and Matrox will not be liable for any damages that may be suffered in connection with use of the Software.

Licensee hereby acknowledges and agrees that this License, and all its terms and conditions, automatically applies, without other notice, to future updates of the Software, firmware, BIOS, drivers and associated utilities.

In addition, certain third party intellectual property may be provided with or included in the Software. The third party license terms accompanying such Software, found at https://thirdpartylicenses.matrox.com and if applicable, in the license.txt file located in the root installation directory, will govern your use of such Software. Matrox does not warrant and is not liable for such third party intellectual property, or anything related thereto. Licensee acknowledges and agrees to comply with the terms of all applicable third party software licenses if any. Please be advised that the terms and conditions of third party license agreements may be updated from time to time. It is the responsibility of the Licensee to verify that the agreement listed is current and applicable. Please note that this list of third party licenses is not exhaustive and was determined according to Matrox's understanding and to the best of its knowledge. It is understood and agreed that if the Matrox Product allows access to JPEG XS, the OEM customer or End-User does not receive any right of use of the INTOPIX TECHNOLOGY for any other purpose but for use with the Matrox Product sold. The OEM customer or End-User also does not receive any rights, access or coverage to the patents related to JPEG XS technology outside of those licensed to function with the Matrox Product.

PRE-RELEASE LICENSE EXCLUSION: If you are using a version of the licensed Software that is designated, without limitation, as an alpha, beta, engineering sample, preliminary or early access version of the Software, then; (a) the Software is deemed to be pre-release code (e.g. alpha or beta, engineering sample, preliminary, early access, etc.), which may not be fully functional and which Matrox may substantially modify in development of a commercial version, and for which Matrox makes no assurances that it will ever develop or make generally available in a commercial version, and (b) Licensee shall have the right to use the Software only for the duration of the pre-release term or until the commercial release, if any, of the Software, whichever is shorter. For clarity, a remedy to any bug, defect, error or fault in any pre-release version of the Software will absolutely require upgrading to a new version of the Software. Matrox reserves the right to change any content of this new version of the Software at its sole discretion.

ADDITIONAL LICENSE TERMS FOR API (APPLICABLE TO BOTH END-USER & OEM's)

The Software may contain various Application Programming Interfaces ("API(s)"), which do not contain any Matrox Intellectual Property. The available API's are hereby licensed under the terms and conditions of this Agreement, and by these additional terms below:

- (a) A non-exclusive, non-transferable right to access and use the API to create any derivative works that will be owned by Licensee. ("Licensee Software Application"). The API(s) itself, remain the property of Matrox.
- (b) Licensee shall be responsible, at its own expense, for acquiring and maintaining all necessary licenses or permissions for its use of any third party Intellectual Property Rights which are not granted hereunder but are utilized in the Licensee Software Application.
- (c) In no event shall Licensee integrate any software subject to open source software within its Licensee Software Application such that the Software itself is made subject to Open Source Software Terms.
- (d) Licensee shall only redistribute the Licensee Software Application with the Matrox Hardware or with the Licensee branded Matrox Hardware.
- (e) THE API IS PROVIDED AS IS. MATROX MAY PROVIDE UPDATES OR FIXES FROM TIME TO TIME, BUT HAS NO OBLIGATION TO DO SO. THE API IS A DEVELOPMENT PRODUCT WHICH HAS NOT BEEN RIGOUROUSLY TESTED FOR ALL POSSIBLE APPLICATIONS.
- (f) LICENSEE ACKNOWLEDGES AND AGREES THAT MATROX DOES NOT MAKE ANY WARRANTY WHATSOEVER THAT ANY DEVELOPMENT (INCLUDING HAVING DEVELOPED BY A THIRD PARTY ON A SUBCONTRACTING BASIS), USE, SALE, OFFERING FOR SALE, EXPORT, IMPORT OR OTHER DISPOSAL OF LICENSEE SOFTWARE APPLICATION WILL BE FREE FROM INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- (g) MATROX DOES NOT MAKE ANY WARRANTY WHATSOEVER REGARDING THE LICENSEE SOFTWARE APPLICATION AND LICENSEE AGREES THAT IT WILL BEAR SOLE AND COMPLETE RESPONSIBILITY FOR THE LICENSEE SOFTWARE APPLICATION.
- (h) MATROX DOES NOT MAKE ANY WARRANTY AGAINST HIDDEN OR LATENT DEFECTS, ALL OF WHICH MATROX SPECIFICALLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE API IS ASSUMED BY THE LICENSEE.
- (i) Licensee agrees to indemnify, hold harmless and, at Matrox's request, defend Matrox, its affiliates, subsidiaries, directors, officers, employees, suppliers, agents or subcontractors from and against any and all claims, liabilities, losses, damages, expenses, lawsuits and costs (including, without limitation, reasonable attorneys' fees and other litigation costs) arising out of, in connection with or relating to the Licensee's use, distribution or reproduction of the API, the Matrox Hardware and the Licensee Software Application, including, without limitation, any claims, liabilities, losses, damages, expenses and costs arising out of breach of warranty, contract or support obligations or infringement or misappropriation of Intellectual Property Rights. Licensee will defend at its own expense all suits or proceedings arising out of any such claims. Matrox has the right, but not the obligation, to participate in the defense of any suit or proceeding. Licensee will pay all settlements, damages and costs resulting from a claim, including all legal expenses and settlement costs. However, Licensee cannot settle any matter related to Matrox Hardware, API or Matrox Intellectual Property without Matrox's prior written approval.

COPYRIGHT

All title, including but not limited to copyrights, in and to the Software and any copies thereof are owned by Matrox or its suppliers All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License grants you no rights to use such content. All rights not expressly granted are reserved by Matrox.

DISCLAIMER OF WARRANTIES

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE IS AT LICENSEE'S SOLE RISK THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND MATROX EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ITS SOFTWARE AND ANY THIRD PARTY INTELLECTUAL PROPERTY. MATROX DOES NOT WARRANT THAT THE CONTENTS OF THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SOFTWARE IS ASSUMED BY LICENSEE. FURTHERMORE, MATROX DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE, OF THE SOFTWARE OR ANY THIRD PARTY INTELLECTUAL PROPERTY IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. SHOULD THE CONTENTS OF THE SOFTWARE PROVE DEFECTIVE, LICENSEE ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY THIRD PARTY PATENT OR COPYRIGHT LICENSES, INCLUDING BUT NOT LIMITED TO VARIOUS AUDIO AND VISUAL STANDARDS, ARE NECESSARY TO USE, IMPLEMENT OR DISTRIBUTE THIS PRODUCT, WHICH INCLUDES ANY OR ALL SOFTWARE OR HARDWARE. LICENSEE IS RESPONSIBLE TO ADVISE LICENSEE'S CUSTOMERS OF THE LIMITATIONS PROVIDED HEREIN.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL MATROX, ITS SISTER COMPANIES, ITS SUBSIDIARIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SOFTWARE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OF ANY OTHER BASIS, EVEN IF MATROX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, MATROX'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MINIMUM REQUIRED BY LAW.

UNAUTHORIZED USE. THIS SOFTWARE IS NOT DESIGNED, INTENDED, AUTHORIZED OR WARRANTED TO BE SUITABLE FOR USE OR RESALE IN ANY TYPE OF SYSTEM OR OTHER APPLICATIONS RELATED TO, HAZARDOUS OR POTENTIALLY HAZARDOUS ENVIRONMENTS OR APPLICATIONS REQUIRING HIGH-AVAILABILITY OR FAIL-SAFE PERFORMANCE, WHERE PERSONAL INJURY OR DEATH MAY OCCUR, SUCH AS MEDICAL SYSTEMS, LIFE SUSTAINING, LIFE SAVING SYSTEMS, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, PUBLIC WORKS, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF A PRODUCT COULD LEAD TO PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, OR PERSONAL INJURY, LICENSEE WILL NOT USE, OR PERMIT TO BE USED, THE PRODUCTS FOR SUCH HIGH-AVAILABILITY, FAIL-SAFE OR CRITICAL APPLICATIONS AND FURTHER, LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MATROX AND ITS MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS AND ITS THIRD PARTY SUPPLIERS FROM AND AGAINST ANY ACTION, SUIT, PROCEEDING, COST, EXPENSE, DAMAGES, AND LIABILITY (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, THE BREACH OF LICENSEE'S OBLIGATIONS RELATED HERETO, EVEN IF SUCH CLAIM ALLEGES THAT MATROX WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE SOFTWARE.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES FOR THIRD PARTY SOFTWARE INCLUDED WITH OR IN THE SOFTWARE. ALL THIRD PARTY SOFTWARE INCLUDED WITH THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. MATROX AND ITS THIRD PARTY SUPPLIERS MAKE NO WARRANTY TO LICENSEE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, REGARDING ANY THIRD PARTY SOFTWARE, OR ITS USE AND OPERATION ALONE OR IN COMBINATION WITH LICENSEE PRODUCTS. NEITHER LICENSEE, NOR ITS EMPLOYEES, AGENTS, OR DISTRIBUTORS HAVE ANY RIGHT TO MAKE ANY OTHER REPRESENTATION, WARRANTY OR PROMISE WITH RESPECT TO ALL THIRD PARTY SOFTWARE INCLUDED WITH THE SOFTWARE. MATROX HAS NO OBLIGATION TO INDEMNIFY, DEFEND OR HOLD LICENSEE HARMLESS FROM AND AGAINST ANY CLAIM THAT ANY THIRD PARTY SOFTWARE INFRINGES ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT. LICENSEE WILL PROMPTLY NOTIFY MATROX IN WRITING OF ANY SUCH CLAIM.

MATROX HAS NO OBLIGATION TO INDEMNIFY, DEFEND OR HOLD LICENSEE HARMLESS FROM AND AGAINST ANY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY THAT READS UPON OR IS INFRINGED BY A GENERALLY RECOGNIZED AUDIO, VIDEO, TECHNOLOGY OR PATENT STANDARD OR RECOMMENDATIONS, INCLUDING WITHOUT LIMITATION AVC/H.264, IEEE 1394, JPEG, JPEG2000 AND MPEG-4.

IN ANY EVENT, MATROX'S TOTAL CUMULATIVE LIABILITY TO LICENSEE FOR ANY AND ALL CAUSE OF ACTION SHALL BE LIMITED TO THE AGGREGATE OF ALL AMOUNTS PAID BY LICENSEE TO MATROX, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO OBTAINING A FINAL, NONAPPEALABLE JUDGMENT OR \$50,000.00 USD, WHICHEVER IS LOWER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TERMINATION

This License will automatically terminate if Licensee fails to comply with any of the terms and conditions hereof. In such event, Licensee must destroy all copies of the Software and all of its component parts. Matrox reserves the right to terminate this License without prejudice to any additional recourses Matrox may have against Licensee if Licensee violates any of the terms and conditions of this License.

Matrox will not, by reason of the termination of this License, be liable for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases, or commitments in connection with the Licensee's business or goodwill or otherwise. If Licensee commences or participates in any legal proceeding against Matrox then Matrox may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this License during the pendency of such legal proceedings.

MISCELLANEOUS

If any provision of this License is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This License is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This License may only be modified in writing signed by an authorized officer of Matrox. Licensee agrees that it will not ship, transfer or export the Software into any country, or use the Software in any manner, prohibited by the United States Bureau of Industry and Security and shall fully comply with all United States and Canadian relevant export laws, restrictions or regulations and any other applicable export and import laws

Controlling Law. The validity, performance and construction hereof shall be governed by and interpreted in accordance with the laws of the Province of Quebec. Both parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of the district of Montreal, Province of Quebec, Canada with regard to any dispute arising out of or in connection with this License.

Additional information may be available on the Matrox website. If used, this site may contain other proprietary notices and copyright information, the terms of which must also be observed and followed.

The failure of Matrox to enforce at any time any of the provisions of this License, or the failure to require at any time performance by the Licensee of any of the provisions of this License, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of Matrox to enforce each and every such provision thereafter.

Any and all articles and/or sections which by their nature are required to survive termination of this License shall survive.

ANY INTERPRETATION OF THE CONTENTS, RIGHTS AND OBLIGATIONS OF THE CONTENTS OF THIS NOTICE AND/OR MATROX WEB SITE SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF QUEBEC.

Matrox reserves the right to change Software specification without notice. All intellectual property, including without limitation, trademarks and copyrights are the property of their respective owners and any unauthorized use thereof is strictly prohibited.

COPYRIGHT © 2024 Matrox Graphics Inc. All rights reserved. Matrox is a trademark of Matrox Graphics Inc.

SLA11212024