

## Cathexis Technologies EULA

**NOTE:** If you are a Cathexis dealer, systems integrator or are otherwise installing this Product on behalf of a third party, you shall ensure that you have their acceptance of this End-user License Agreement and their consent to provide end-user personal data for registration with Cathexis Technologies if such voluntary option is applied.

This End-user License Agreement ("EULA") is a legally binding agreement between you (either an individual or a single legal entity) and Cathexis Technologies Proprietary Limited Registration Number 1999/005560/07 (hereinafter "Cathexis") for the Cathexis product or utility, which may include electronic equipment and software, associated software components, media, printed materials, online or electronic documentation and any updates or corrections ("Product"). If you have purchased the Product as part of a computer or server system delivered by Cathexis, all software components of such system shall for the purposes of this EULA be considered being parts of the Product, except however for any third-party software component which is covered by a separate third-party license agreement included in the system documentation or otherwise incorporated in the system.

By installing, deploying, or otherwise using the Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Product, instead you may return it, within 30 days after purchase of the Product, along with all associated material to your place of purchase for a full refund, less any shipping and handling costs. This return policy does not apply if you or your representative, including your Cathexis dealer (on your behalf) have accepted this EULA prior to, or as part of, your purchase of the Product. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Note that all software parts of Product are licensed to you, not sold. The licensing of the Product does not constitute a lease or a sale of intellectual property rights, or any transfer of the ownership of any intellectual property rights in the Product.

For Cathexis products where a Software License Code is required, the license you have been granted is identified by the Software License Code you have received when purchasing the Product.

**Affiliated Companies.** The license you have been granted under this EULA for CathexisVision Lite, Core, Professional or Premium allows you to grant access to and permit the use of such Product by your Affiliated Companies and their respective employees, representatives and other persons working for your Affiliated Companies, provided that you will at all times remain fully responsible for the Affiliated Companies' access and use of the Product in compliance with the terms of this EULA. This right also covers CathexisVision Add-ons and Components purchased by you for CathexisVision Lite, Core, Professional or Premium. You shall ensure that (i) your Affiliated Companies each submit to this EULA before they are granted access to the Product, and (ii) your Affiliated Companies are in compliance with the terms of this EULA. For the purpose of this EULA, "Affiliated Companies" include any corporate entity that, either directly or indirectly, is controlled by you, or controls you, or under common control with you, where "control" shall mean the ownership of more than fifty percent of the voting securities entitling to the right to elect or appoint the majority of the board of directors, or a similar managing authority.

**Intellectual Property Rights.** All title and rights, including but not limited to copyrights, in and to the Product and any copies thereof are owned by Cathexis, or in the case of third-party contributions to such Product, the title and rights to such contributions only, are owned by our licensors. All rights not expressly granted are reserved by Cathexis.

**Correction of Errors.** A defect or error in the Product shall be deemed material only if it has effect on the functionality of the Product as a whole or if it prevents the operation of the Product. If you, within 90 (ninety) days after purchase of the Product, document that a material defect or error in the Product exists, Cathexis shall, at its sole discretion, be obligated to (i) deliver a new copy of the Product without the material defect or error, (ii) remedy or correct the defect or error free of charge, or (iii) terminate this EULA and repay any license fee received against your return of all copies of the Product. The provisions of this paragraph constitute your sole remedies in the event of a defect or error in the Product.

**No Warranties.** Unless you are provided with a specific warranty from Cathexis as part of your Product documentation, Cathexis expressly disclaims any warranty for the Product. The Product and any related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the Product

remains with you as the user. You are notified that the Product, when used with certain equipment or other software, may enable you to perform surveillance actions and data processing which are likely to be restricted by or contrary to applicable law, including without limitation data privacy and criminal law. The sole responsibility for verification of your use against compliance with applicable law lies with you as the user.

**Prohibited Use.** The Product may only be applied and used in accordance with applicable law(s) of the jurisdiction, country or region it is used in. This includes, but is not limited to, possible legal restrictions to what you surveil and record with the Product, the policy for storing recorded and other data in the Product, and how such recorded data is to be handled as it is exported from the Product. It is the sole responsibility of you the user to be acquainted with, and to adhere to, such laws and restrictions. Cathexis does not accept any liability whatsoever, for any direct, indirect or consequential losses or damages for the violation of such laws and/or restrictions. This license does not cover use of the Product for the purpose of, or in connection with, a violation of the human rights of any person as set out in the United Nations Universal Declaration of Human Rights. Any such use is prohibited and is a material breach of this EULA causing the whole license for the Product to lapse immediately without notice rendering any further use of the Product unlawful.

**Disclaimer and Limitation of Liability.** The provisions of this paragraph are in effect to the maximum extent permitted by applicable law. In no event shall Cathexis or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) nor for any product liability (except for bodily injury) arising out of the use of or inability to use the Product or the provision of or failure to provide proper support, even if Cathexis has been advised of the possibility of such damages. Absent any wilful misconduct or gross negligence, the entire liability of Cathexis and its suppliers shall be limited to the amount actually paid by you for the Product.

Cathexis either as the Manufacturer or the Supplier, as the context requires, shall not be liable to Distributors, Customers and/or any other Third-Party users of the Product, for the death of or personal injury to any person or for any loss or damage to property, whatsoever or howsoever suffered or caused, arising directly or indirectly from the use of any Product manufactured and/or supplied by Cathexis.

All Distributors and/or Customers and/or Third-Party users of the Product acknowledge and agree that Cathexis is expressly excluded from all liability for any loss or damage suffered by or caused to Distributors and/or Customers and/or Third-Party users, including but not limited to loss or damage to data, or to other equipment, property, or for losses of profit, revenue, goodwill or anticipated savings, or for loss arising from business interruption, by, of, affecting or relating to Distributors and/or Customers and/or any other Third Party

Distributors and/or Customers and/or Third-Party users are obliged to take appropriate and adequate precautions to ensure that the environmental conditions, back-up power supply, and settings are in line with the intended use and purpose of the Product. Cathexis therefore expressly excludes all liability for any losses or damage occurring as a result of an algorithm malfunction, installation errors, incorrect and/or corrupt settings and configurations, faulty and/or substandard electrical power conditions, substandard lighting conditions, or a force majeure event.

**Indemnity.** The Distributor and/or Customer and/or Third Party indemnifies and holds Cathexis harmless against all claims arising from the death of or personal injury to any person or for loss or damage to property, whatsoever or howsoever caused, whether from negligence or any other cause arising directly or indirectly from the use of the Product.

**Third-party Licenses.** The Products include rights for you to use certain third-party software as set out in the documentation for the specific Product. You may use and integrate the Products with other third-party software and it is your responsibility when installing to investigate and obtain usage rights to any such third-party software for your purpose.

**Cathexis Product Lifecycle.** License activation is available for so long as it be possible to add new IP devices and/or replace IP devices connected to and enabled in the Product, and for so long as any associated software required (for example, but not limited to, the operating system, any third-party software required to operate or build the software) remains available and supported. However, subject to this EULA, you will retain your right to use the Product and the existing CathexisVision system will continue to operate.

**Miscellaneous.** (a) You may make as many copies of the Product as may be necessary for backup and archival purposes, subject to an obligation to reproduce all proprietary notices on such copies. (b) You may not distribute, sublicense or

otherwise make available the Product to third parties except as expressly permitted in this EULA. (c) You may not reverse engineer, decompile, modify, or disassemble any of the Product's components except and only to the extent permitted by applicable law which cannot be contractually waived. (d) This EULA is non-transferable save that if there is any ownership interest transferred which includes the Cathexis Product. You may permanently assign all of your rights for this Product to the Transferee, provided the Transferee agrees to the terms of this EULA.

**Termination.** Without prejudice to any other rights, Cathexis may terminate this EULA if you fail to comply with its terms and conditions and/or if you fail to comply with or in order for Cathexis to comply with applicable export control requirements, without any right for you to claim damages, refunds or any compensation. In such event you must immediately cease using the Product, destroy all copies of it, and certify such destruction in writing.

**Severability.** If a court or government body of competent jurisdiction determines that any provision of this EULA is invalid, not enforceable or enforceable only if limited in scope, this present EULA shall continue in full force and effect with such provisions stricken or so limited.

**Entire Agreement.** This EULA constitutes the parties' entire and complete agreement relating to the subject matter hereof and all written and oral undertakings and pledges which may have preceded this EULA, all implied warranties, rules of common law or ordinary rules of law not restated herein, are hereby excluded from effect between the parties.

**Governing Law.** This EULA and the contract between you and Cathexis are governed by the laws of the Republic of South Africa.

**License, Installation and Use Conditions and Restrictions.** Cathexis VMS products support IP devices. IP devices can be cameras, encoders, or other types of video and non-video devices that are addressed through a unique IP address. For IP cameras and video encoders, one IP license is required per video channel. For non-video products (like access control, I/O, fire panels, intercoms etc.), the licensing requirements vary and are specified in the specific product integration documentation.

**Collection and registration of system data.** By activating the licenses for the Product, you accept that core system data (such as number of used devices) is exchanged and stored in the Cathexis's licensing system. A unique key for each license and each device connected to the system is generated. Cathexis collects the identity of the devices connected and keeps track of the number of times cameras are registered and deleted to make sure the licenses are used according to the EULA. Cathexis also registers the IP address of the server that activates the license. For systems using Cathexis's push notifications, Cathexis keeps track of the Globally Unique Identifier ("GUID") of the mobile server and the mobile devices that are registered to receive the notifications and email addresses that are entered to receive push notifications. If you use any plug-ins or other integrated applications with the Product, basic data about such applications will also be collected and sent to Cathexis when activating the licenses for the Product. The data about integrated applications include information, such as: the manufacturer's name, the name and version of the integration. The purpose of gathering and maintaining of the system data is to enable Cathexis and its channel partners, to enforce license management of the Cathexis products. For integrated applications, Cathexis will use collected data for statistical and analytical purposes. You agree to not alter, modify, or in any way tamper with the data transmitted to the online service.

**End-user data, General Data Protection Regulation (GDPR):** When purchasing licenses to the Product through our channel partners, you may need to provide Cathexis with information on contact persons in form of name, email, and phone number. Cathexis treats your personal data in accordance with our Privacy Policy: <https://cathexisvideo.com/disclaimer/privacy-policy/>

**End-user personal information, Protection of Personal Information Act (POPIA):** When purchasing licenses to the Product through our channel partners, you may need to provide Cathexis with information on contact persons in form of name, email, and phone number. Cathexis treats your personal information in accordance with our Privacy Policy: <https://cathexisvideo.com/disclaimer/privacy-policy/>

This EULA applies to all Cathexis Technologies products, with its general terms and specific terms and conditions valid for the mentioned individual products as detailed in the current *Product Description and Licensing* document.