

End User License Agreement (EULA)

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1 DEFINITIONS

- 1.1 **"Cloud Services"** include any online services, remote features, cloud-connected capabilities, hosted components, online authentication mechanisms, configuration synchronization services, entitlement validation services, optional analytics dashboards, device-management portals, or other non-local functionality provided or made available by Riedel, whether mandatory for activation or optional for enhanced functionality.
- 1.2 **"Customer"** means the legal person or entity using the license and acquiring rights to the Software, Device, or Cloud Service pursuant to an Order, including any employees, contractors or other authorised individuals acting on behalf of the Customer.
- 1.3 **"Customer-Developed Integrations"** includes any programs, applications, workflows, scripts, extensions, plugins, connectors, or other software artefacts created by Customer or on behalf of the Customer using any Riedel API, SDK, protocol, schema, event interface, or publicly documented mechanism.
- 1.4 **"Device"** includes any hardware product manufactured, licensed, distributed, or sold by Riedel on or in which the Software is installed, embedded, integrated, preloaded, or otherwise supplied.
- 1.5 **"Documentation"** includes all official user guides, manuals, technical specifications, instructions, notices, descriptions, training materials, and other written or electronic information supplied by Riedel that describe the installation, configuration, operation, use, or limitations of the Software.
- 1.6 **"EULA"** means this End User License Agreement.
- 1.7 **"GTC"** means Riedel's applicable *"General Terms and Conditions of Sale, Delivery, Service and Rental"* governing, in particular, the sale, delivery, warranty, and commercial terms for Devices, Software, services, and related offerings, as referenced in the Order or any other commercial agreement with Riedel.
- 1.8 **"Order"** means the quotation, purchase order, sales document, licence certificate, subscription order, reseller order, or other commercial agreement that references this EULA and under which Customer acquires the right to use the Software, including any renewals, extensions, add-ons, or amendments that modify the scope, quantity, duration, or entitlements.
- 1.9 **"Party"** means Riedel and the Customer in the singular and **"Parties"** means Riedel and the Customer together in the plural.
- 1.10 **"Riedel"** means Riedel Communications GmbH, or any other Riedel company as contractual party to Customer, any successor legal entity, and any affiliated subsidiaries engaged in manufacturing, licensing, development, or distribution of the Software or Devices, which is the Party granting the licence under this EULA.
- 1.11 **"Software"** includes, collectively and individually, any and all of the following as described in the respective Order:
 - (a) Riedel-developed firmware, or embedded binaries, or software installed in or supplied with a Device;
 - (b) standalone executable programs, clients, tools, utilities, libraries, modules, extensions, drivers, agents, daemons, configuration files, templates, scripts, and APIs;
 - (c) downloadable or installable software provided in any form, including object code, machine code, interpreted code, or compressed package formats;
 - (d) hosted or cloud-connected components, including optional remote services, authentication brokers, configuration services, and telemetry endpoints;
 - (e) software in managed services;

(f) updates, patches, upgrades, hotfixes, enhancements, corrections, modifications, and maintenance releases; and
(g) documentation, manuals, specifications, release notes, guides, and any written or electronic materials supplied by Riedel relating to the Software.

- 1.12 **"Support Lifecycle"** means the time period designated by Riedel during which a major version of the Software remains supported for the purposes of receiving security updates, patches, or vulnerability remediation. The Support Lifecycle is defined in product Documentation, lifecycle policy statements, or other published materials and may be updated from time to time.
- 1.13 **"Third-Party Services"** includes any third-party API, SDK, hardware platform, cloud service, protocol implementation, communication standard, driver, integration, system, authentication provider, online service, or any other external component which contains the Software or with which the Software is capable of interoperating.

2 ORDER OF PRECEDENCE

- 2.1 In the event of any conflict or inconsistency between this EULA and any other applicable document, the following order of precedence shall apply, unless expressly agreed otherwise in a written agreement signed by both Parties:
 - (a) any written agreement signed by both Parties;
 - (b) the Order (solely with respect to commercial terms, quantities, fees, durations, subscription parameters, and purchased entitlements);
 - (c) this EULA (including licensing rights, usage restrictions, Software functionality, Cloud Services);
 - (d) the GTC (with respect to commercial conditions, warranty terms, delivery obligations, and general contractual terms); and
 - (e) the Documentation (which is for guidance only and does not modify this EULA, unless this EULA expressly provides otherwise).
- 2.2 Customer purchase terms, procurement terms, or any terms contained in a purchase order (including those of third-parties) shall have no effect unless expressly accepted in writing and signed by a duly authorised representative of Riedel.
- 2.3 Subject to the foregoing, the GTC shall apply to this EULA, in particular, with regard to the sale or rental of a Device (with embedded software) and/or additional services to be provided by Riedel as well as with respect to warranty, liability, confidentiality, export control, governing law, jurisdiction, and other contractual clauses, unless provided for otherwise in this EULA.

3 SCOPE AND APPLICABILITY

- 3.1 This EULA governs the use of all Software provided by Riedel, whether supplied standalone, embedded in a Device, pre-installed, packaged with hardware, downloaded, accessed remotely, provided via Cloud Services, or made available through any entitlement, subscription, or other licensing mechanism.
- 3.2 This EULA applies universally to all Software delivered under any Order issued directly by Riedel or indirectly through a Riedel-authorised reseller, distributor, partner, or OEM integrator.

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- 3.3 Certain components of the Software may include open-source software ("OSS") or third-party software. These components are governed exclusively by their respective OSS licences or, as the case may be, third-party software licences. In the event of a conflict between this EULA and an OSS licence or third-party software licence, the terms of the OSS licence or the third-party software licence shall prevail solely with respect to the relevant OSS or third-party software component.
- 3.4 Riedel endeavours to provide the Customer with the details of the licensing terms and conditions of OSS and third-party software, unless the respective licensing terms and conditions or other binding obligations prevent Riedel from disclosing the details of the licensing terms and conditions of the OSS or the third-party software to the Customer.
- 3.5 This EULA also governs all updates, upgrades, modifications, enhancements, maintenance releases, and derivative versions of the Software, unless separate terms are provided with those.
- 3.6 This EULA applies solely to commercial, business-to-business relationships. The Software is not intended for consumer use.

4 LICENCE GRANT

- 4.1 Riedel and its licensors retain all right, title, and interest in and to the Software, including all associated intellectual property rights therein, worldwide. No transfer of ownership or intellectual property rights or, as the case may be, transfer of exclusive rights of use occurs as a result of this EULA or any use, installation, activation, or access to the Software by Customer.
- 4.2 Subject to Customer's compliance with this EULA, the GTC, the Order, and any applicable support or subscription terms, Riedel grants to Customer, subject to full and timely payment of the licence fees due to Riedel, a limited, revocable, non-exclusive, non-transferable licence to install and use the Software in the territory specified in the Order solely for Customer's internal business operations.
- 4.3 Where the Software is embedded in a Device, the licence is granted exclusively for use on or with that specific Device and the Software may not be transferred, installed, duplicated, or used on any other hardware except as expressly authorised in writing by Riedel.
- 4.4 If the Software is licensed on a subscription basis, the licence is valid only for the subscription term and model specified in the Order and is subject to ongoing validation by Riedel.
- 4.5 This EULA does not grant any rights to source code, internal design documentation, manufacturing information, hardware interface specifications, or proprietary protocols, unless expressly agreed by Riedel in writing.
- 4.6 Specific licensing metrics (including per Device, subscription, per usage/instance, per node, per virtual machine, or per gateway), if any, shall be defined in the applicable Order. Use outside the licensed metric constitutes unlicensed use.

5 USE RESTRICTIONS

- 5.1 Except as expressly permitted in this EULA, the Customer shall not:
 - (a) copy, modify, or create derivative works of the Software;

- (b) distribute, rent, lease, lend, sublicense, or otherwise make the Software available to any third-party;
 - (c) attempt to, remove, obscure or modify proprietary notices which indicate Riedel's or any third-party's ownership of the Software;
 - (d) bypass, disable, or circumvent technical protection measures;
 - (e) reverse engineer, decompile, or disassemble the Software except as permitted under in this EULA or applicable mandatory law;
 - (f) use the Software to develop or train competing products or services (including integrating into the Software any elements that have not been expressly authorised by Riedel in writing);
 - (g) tamper with, interfere with or attempt to circumvent licensing, activation, or entitlement verification mechanisms; or
 - (h) use the Software in any manner not expressly permitted under this EULA.

- 5.2 Software embedded in a Device may only be used on or with that specific Device. It may not be extracted, transferred, duplicated, virtualised, or used with any other hardware except as expressly authorised in writing by Riedel.
 - 5.3 Customer shall not deploy the Software in virtual machines, containers, orchestrated clusters, cloud platforms, or other environments that are not expressly supported in the Documentation or confirmed in writing by Riedel.
 - 5.4 Support for virtualisation, containerisation, or Kubernetes-based deployment is limited to the environments explicitly documented as supported. All other usage is not supported and at Customer's sole risk.
 - 5.5 Unless expressly authorised by Riedel, Customer shall prevent any third-party from accessing, operating, or attempting to operate the Software.
 - 5.6 Customer shall not host the Software as a service for third-parties, operate it as a managed service provider (MSP), provide shared or multi-customer access, or commercially resell access to the Software unless expressly authorised under a separate written agreement with Riedel.
 - 5.7 The Software shall not be used in any safety-critical, mission-critical, life-critical, or high-risk environment where incorrect, delayed, or unavailable output could result in injury, death, equipment damage, broadcast failure, or substantial financial loss, unless explicitly approved in writing by Riedel and accompanied by appropriate redundancy, validation, and failover measures.
 - 5.8 The Software contains copyrighted material, trade secrets, and other proprietary material. The Customer shall not deliver, disclose, or convey to any third-party, either directly or indirectly, the contents of the Software. Otherwise, the confidentiality rules of the GTC shall apply.
 - 5.9 The Customer shall not create any derivative works or other works that are based upon or derived from the Software in whole or in part.
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6 AI & MACHINE-LEARNING FEATURES

- 6.1 The Software may include (optional) features utilising algorithms, machine-learning models, pattern-recognition systems, content-analysis tools, or other artificial-intelligence mechanisms (“**AI Features**”). AI Features may support other services, but not replace Customer decision-making, unless agreed otherwise between the Parties.
- 6.2 AI-generated predictions, recommendations, classifications, optimisations, or other results (“**AI Outputs**”) are probabilistic and may be inaccurate, incomplete, or unsuitable for certain uses. AI Outputs must not solely be relied upon for, in particular:
 - (a) safety-critical decisions;
 - (b) broadcast-critical or live-production decisions;
 - (c) regulatory, legal, or compliance decisions;
 - (d) revenue-critical routing, switching, or configuration decisions.
- 6.3 AI Outputs may include inaccuracies, hallucinations, incomplete logic, outdated information, or technically incorrect conclusions. AI Features do not constitute engineering advice, design documentation or authoritative system behaviour, and must not be treated as such.
- 6.4 Customer remains solely responsible for independently validating all AI Outputs before use.
- 6.5 Unless expressly agreed in writing by the Parties or stated otherwise by Riedel in writing, Riedel shall be the exclusive owner of and/or exclusive holder of rights of use on the AI Outputs. Without limiting the foregoing, all AI Outputs are hereby assigned to Riedel. To the extent any such assignment is not effective, all AI Outputs are licensed to Riedel for any purpose whatsoever on a perpetual, worldwide, royalty-free, fully paid-up, transferable, and sublicensable basis. AI Outputs are made available to the Customer under the same terms as the Software.
- 6.6 Riedel does not represent or cannot ensure that AI Outputs are free from third-party rights or do not infringe third-party rights (including intellectual property rights). The Customer is solely responsible for reviewing AI Outputs before using them in any commercial, broadcast, or public context.
- 6.7 The Customer shall ensure that, by its use of AI Features, no third-party rights are breached. Should the Customer’s use of AI Features breach third-party rights, the Customer shall indemnify Riedel against all associated claims upon first demand.
- 6.8 Customer must not use AI Features:
 - (a) to develop, train, refine or benchmark competing models, datasets, or products;
 - (b) for unlawful monitoring, surveillance, or rights-infringing activities;
 - (c) to generate, infer, or profile personal data without a lawful basis;
 - (d) for social scoring, for biometric surveillance, or biometric categorisation;
 - (e) in violation of any applicable AI-specific laws, regulations, or ethical guidelines.
- 6.9 Unless expressly authorised in a separate written agreement:
 - (a) Customer data shall not be disclosed to any third-party for use in AI-model training;
 - (b) all Riedel AI model weights, parameters, training data, and training artefacts remain proprietary to Riedel or its licensors.

- 6.10 Riedel may modify, limit, suspend, or discontinue AI Features, at any time or, as the case may be, with such notice as may be required by mandatory applicable law, including, for legal, regulatory, ethical, safety, or operational reasons, such as, concerns relating to misuse, data integrity, or system stability. AI Features are experimental and may be modified, restricted, or withdrawn at any time. Customer shall not rely on AI Outputs for operational decisions without independent verification.
- 6.11 Where Customer uses AI Features in a manner that may classify the deployment as a “high-risk AI system” (including “high-risk AI systems” that are “safety components”) under the EU AI Act, Customer is responsible for meeting all obligations applicable to deployers of high-risk AI systems. Riedel cannot ensure that any AI Feature is suitable for use in a high-risk classification unless expressly documented and agreed between the Parties in writing.
- 6.12 Customer shall ensure that human oversight mechanisms are in place for any operational use of AI Features and shall not deploy AI Features in autonomous workflows without appropriate supervision, validation, or override capabilities.
- 6.13 Where the Customer’s use of AI Features involves the processing of personal information, the Customer shall comply with all applicable data protection laws.
- 6.14 Where personal information is processed in connection with AI Features by either Party on behalf of the other, the Parties shall enter into all necessary agreements as required by applicable law.
- 6.15 Riedel may use anonymised or aggregated telemetry and Customer data for improving security, performance, stability, or compliance, in accordance with applicable data protection laws.

7 HIGH-RISK & BROADCAST-CRITICAL USE

- 7.1 The Software is not designed, certified, intended, or warranted for use in hazardous or high-risk environments requiring fail-safe or fault-tolerant performance, including:
 - (a) life-support systems;
 - (b) medical devices;
 - (c) aviation navigation or communication systems;
 - (d) nuclear facilities;
 - (e) emergency response systems;
 - (f) air traffic control;
 - (g) military weapons systems; or
 - (h) any environment where a failure could reasonably be expected to result in death, personal injury, or severe physical, property, environmental, or economic damage.All such use is strictly prohibited unless expressly authorised in writing by Riedel. Any unauthorised use shall be entirely at the Customer’s sole risk.
- 7.2 Customer acknowledges that the Software and Devices may be used in live productions, real-time broadcast workflows, OB-truck operations, venue communications, intercom routing, tally, timing, RF coordination, IP media transport, and other mission-critical environments.
- 7.3 Customer is responsible for implementing appropriate levels of redundancy, failover, validation, pre-event testing, environmental assessment, live-event rehearsals, interop validation,

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monitoring, fallback procedures, and operational safeguards suitable for the intended use case.

- 7.4 Riedel cannot ensure uninterrupted, error-free or delay-free operation of the Software or Devices in any specific broadcast, RF, IP network, venue, or production environment, including freedom from failures, outages or delays arising from such use.
- 7.5 Customer acknowledges that real-time systems, RF communication systems, timing networks, and broadcast-control workflows inherently involve residual operational risk. Customer is responsible for implementing safeguards appropriate to such environments.
- 7.6 Customer is solely responsible for ensuring correct and stable network and RF conditions required for operation of the Software and Devices.
- 7.7 Where Customer deploys automated logic, routing rules, tally automation, switching automation, or other stateful decision systems built on top of the Software, Customer is solely responsible for validating such logic, implementing failover, and ensuring correct behaviour in all operational scenarios.

8 BETA, EVALUATION AND TRIAL SOFTWARE

- 8.1 Software designated as “beta”, “evaluation”, “trial”, “not for re-sale”, “proof of concept”, “demonstration”, or any similar designation (“**Evaluation Software**”) is provided on a non-exclusive, non-transferable basis, solely for temporary non-production testing and evaluation purposes and only for the period expressly authorised by Riedel in writing.
- 8.2 Customer accepts the Evaluation Software “AS IS” at its own risk. Riedel cannot ensure functionality or faultless functionality of the Evaluation Software. Riedel has no obligation to provide support, maintenance, updates, upgrades, patches, error corrections, or any other form of technical assistance for Evaluation Software.
- 8.3 Riedel may, in its sole discretion, automatically or remotely disable, suspend or terminate access to the Evaluation Software at any time, with or without prior notice. Riedel may also restrict, limit or remove functionality – including save/load capabilities, integrations, APIs, provisioning, Cloud Services, or feature access – during or after the evaluation period.
- 8.4 Customer shall not deploy, integrate, or use the Evaluation Software in any production, commercial, revenue-generating, broadcast-critical, safety-critical, or operational environment. All such use is strictly prohibited and if undertaken in breach of the above prohibition, solely at Customer's own risk.
- 8.5 Customer acknowledges and agrees that Evaluation Software is not intended for migration to production environments. Thus, Riedel cannot ensure:
 - (a) compatibility, continuity or stability of data, configurations, workflows or integrations between Evaluation Software and production versions;
 - (b) the availability of any feature, workflow, API, module, or behaviour in a future production release; or
 - (c) the suitability of Evaluation Software for testing high-availability or broadcast-critical scenarios.

- 8.6 Customer is solely responsible for conducting its own independent assessment, testing and validation of suitability and risk in conformance with these terms before deploying any production version of the Software, and shall bear all risks and costs associated therewith.

9 UPDATES, UPGRADES, MAINTENANCE RELEASES AND VERSIONING

- 9.1 Riedel may modify, restrict or disable functionality or require the installation of mandatory security or regulatory updates where necessary to comply with applicable law (including product liability laws and product safety laws). Customer must install such updates promptly to maintain secure, compliant and supported operation of the Software and Devices.
- 9.2 Riedel may, at its sole discretion, provide maintenance releases, patches, hotfixes, error corrections, minor updates, enhancements, configuration changes, and other modifications (“**Updates**”). Updates may be delivered automatically or made available for manual installation and may require action by Customer to complete installation.
- 9.3 Updates and upgrades (with different sets of functionalities) may be provided only to Customers with an active support contract, maintenance entitlement, or subscription (e.g. Basic/Gold/Platinum), unless the relevant Updates are mandatory for legal, regulatory or security reasons.
- 9.4 Riedel may classify new versions of the Software as:
 - (a) Major upgrades – substantially updated or redesigned versions that may require additional fees or new entitlements, unless included as part of an active support or subscription agreement;
 - (b) Minor Updates – maintenance-level improvements or patches generally included under active support or subscription entitlements as defined in the Order.
- 9.5 Riedel is under no obligation to maintain compatibility with legacy versions, deprecated APIs, outdated hardware, retired Third-Party Services, or external systems that have changed or been discontinued.
- 9.6 Riedel may discontinue support for older versions of the Software at the end of their published Support Lifecycle for technical, commercial or operational reasons. After the end-of-support date, Riedel may cease providing security fixes, maintenance updates, compatibility improvements or technical assistance for those versions. Riedel has no obligation to maintain backward compatibility except where expressly stated in the Documentation.
- 9.7 Once a Software version or Device reaches end of Support Lifecycle, Riedel is no longer obligated to provide vulnerability remediation, security patches, or compliance updates except where expressly required by applicable law.
- 9.8 Customer acknowledges that failure to install required or recommended Updates may result in:
 - (a) degraded performance or reduced functionality;
 - (b) incompatibility with Devices, Cloud Services, or third-party systems;
 - (c) increased security risk or exposure to vulnerabilities;
 - (d) inability to maintain operational or regulatory compliance.

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- 9.9 Customer bears all risks, costs, and consequences arising from any failure to install Updates required under Section 9.1, including any third-party claims, regulatory action, fines, or penalties arising therefrom.

10 HARDWARE WARRANTY, SUPPORT LIFECYCLE & COMPATIBILITY REQUIREMENTS

- 10.1 Hardware warranty, repair and replacement obligations are governed by the warranty provisions contained in the applicable GTC. Nothing in this EULA modifies, extends or alters the hardware warranty associated with any Device, nor any non-excludable warranty applicable to Devices under mandatory law.
- 10.2 When a Device reaches its published end of hardware Support Lifecycle, such Devices may not support newer Software versions, features, or security requirements. Thus, Riedel cannot ensure to:
- (a) provide updates, patches, or maintenance releases for Software installed on such Devices;
 - (b) provide compatibility of new Software versions with such Devices; or
 - (c) provide technical support, troubleshooting, repairs, or replacements for such Devices.
- 10.3 The correct operation of the Software requires compatible hardware, firmware, RF modules, chipsets, operating systems, drivers, network infrastructure, and environmental conditions, as specified in Riedel's Documentation and supported configuration guidance. Thus, Riedel cannot ensure compatibility with:
- (a) obsolete or end-of-life Devices;
 - (b) discontinued chipsets, RF modules, or components;
 - (c) outdated or unsupported operating systems, or network protocols;
 - (d) modified, customised or non-standard firmware;
 - (e) unsupported RF, IP network, or environmental conditions.
- 10.4 Customer is solely responsible for implementing and maintaining appropriate system, network, and RF architecture required for correct Software and Device operation.
- 10.5 Riedel cannot ensure freedom from failures, degradation, or defects resulting from improper installation or environmental conditions, in particular, in case of operation of Devices outside the environmental specifications set out in the Documentation, including temperature, humidity, ventilation, shock/vibration, antenna placement, or shielding.
- 10.6 Riedel may require the Customer to upgrade firmware, hardware, Software versions, RF modules, third-party components, or network configurations to maintain secure, supported, or compliant operation. Without performing such upgrades, Riedel cannot ensure to provide the contractually agreed functionality, compatibility, or support services. Such upgrades shall be at Customer's cost unless expressly covered by the Customer's active support, warranty or subscription entitlements.
- 10.7 The Customer must not operate the Software or Devices outside of Riedel's published supported-configuration matrix, Documentation, or environmental requirements. Without compliance with the foregoing, Riedel cannot ensure to provide the contractually agreed functionality, compatibility, or support services.

11 CLOUD SERVICES

- 11.1 Riedel may provide optional Cloud Services. Cloud Services require a stable internet connection and may rely on third-party host providers, content-delivery networks, or telecommunications providers. The Customer is solely responsible for the stable internet connection and any other Customer-side prerequisites required to access Cloud Services.
- 11.2 Where Customer deploys any component of the Software within Customer-owned cloud tenancies or private environments, Customer is solely responsible for the security, configuration, availability, monitoring, and maintenance of such environments.
- 11.3 Riedel may, on at least thirty (30) days' advance written notice, modify, suspend, limit, discontinue, or replace Cloud Services, in whole or in part, at any time. Where immediate action is required to address a security threat, a suspected unauthorised access, a third-party infringement claim, to prevent material harm, to comply with a binding order of a court or governmental authority, or to comply with applicable law, prior notice is not required but Riedel shall notify Customer as promptly as reasonably possible thereafter. If not provided otherwise in a separate service-level agreement (SLA), the following applies: Where Cloud Services are materially reduced, modified, discontinued, or replaced before the end of any prepaid period (other than as a result of (i) a material breach of obligations by Customer, (ii) Customer's failure to pay any amount when due, (iii) a suspension or termination otherwise permitted under the GTC or the EULA, or (iv) an event attributable to Customer or any of its users), the Customer's sole and exclusive remedy, and Riedel's sole obligation, subject to the rules in Section 18, shall be that Riedel shall provide Customer with a pro rata refund or credit corresponding to the unused portion of the prepaid fees for the affected Cloud Services.
- 11.4 Upon expiry or termination of the Cloud Services, Riedel may, where technically feasible, provide Customer with a one-time export of Customer-owned configuration data, Customer-provided content, and operational metadata specific to Customer's tenant, in a commonly used machine-readable format. Proprietary formats, Riedel's service data, analytics results, aggregated, derived or de-identified data, logs, machine-learning artefacts, models or training data, or internal Cloud-Service data are excluded from the scope of any such export, except as required by applicable law.
- 11.5 In the event that Riedel undergoes insolvency, reorganisation, or discontinuation of Cloud Services, the continued operation of Cloud Services beyond such events cannot be ensured by Riedel.

12 THIRD-PARTY SERVICES, INTEGRATIONS & SUPPLIER DEPENDENCIES

- 12.1 The Software may interact or integrate with Third-Party Services. Riedel cannot ensure compatibility, correct operation, continued availability or future interoperability with any Third-Party Service. Compatibility issues, defects, or failures arising from third-party updates, protocol changes, altered Device

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behaviour or external system failures are outside of Riedel's control and responsibility.

- 12.2 Riedel cannot ensure backward or forward compatibility with future revisions or interpretations of AMWA NMOS, SMPTE standards, Dante firmware, NDI versions, or other third-party specifications. Customer is solely responsible for validating compatibility with evolving third-party standards.
- 12.3 Customer acknowledges that interoperability with IP-media standards – including SMPTE ST 2110, ST 2059, AMWA NMOS (IS-04/05/07/08/09/10/11/12/13), and related BCPs – may change over time. Riedel can therefore not ensure compatibility with future revisions, interpretations, reference implementations, or certification programs unless expressly agreed in writing or set out in the Documentation.
- 12.4 The Software may interoperate with Third-Party Services. Riedel cannot ensure initial or ongoing compatibility with any Third-Party Service, nor with services that are modified, deprecated, discontinued, monetised, whose APIs change, or that become inaccessible for any reason. Use of Third-Party Services is entirely at Customer's own risk.
- 12.5 Customer is solely responsible for obtaining all necessary rights, licences, permissions, credentials, certificates, or tokens required to access or use Third-Party Services.
- 12.6 Riedel shall have no responsibility for any failure, outage, incompatibility, change, or security risk arising from any Third-Party Services.
- 12.7 Riedel is not responsible for Customer-Developed Integrations. The Customer shall ensure that such Customer-Developed Integrations do not modify or interfere with the Software's core logic, licensing, update mechanisms, or security controls.
- 12.8 The Software and Devices may include components supplied by independent vendors, including chipsets, RF transceivers, codecs, cryptographic modules, drivers, embedded firmware, cloud-hosted components, or hardware subassemblies.

13 SECURITY UPDATES & VULNERABILITY MANAGEMENT

- 13.1 Customer shall promptly report to Riedel any suspected vulnerability, security weakness, unexpected behaviour affecting system integrity, or actual or potential exploitation of such during Software or Device operation.
- 13.2 Customer shall not attempt to exploit, probe, circumvent, disable, or reverse-engineer security mechanisms, except to the extent expressly permitted by applicable mandatory law. Any permitted measures must not harm system integrity or compromise other customers.
- 13.3 Riedel is not obligated to provide security fixes, patches, Updates, vulnerability mitigations, or technical support for:
 - (a) Software versions outside the published Support Lifecycle;
 - (b) Devices that have reached end of hardware Support Lifecycle;
 - (c) unsupported or modified configurations; or
 - (d) Customers without an active support or subscription entitlement, unless legally required.

14 CUSTOMER CYBERSECURITY RESPONSIBILITIES

- 14.1 The Customer must implement appropriate technical and organisational measures for all systems, networks, and environments that are controlled by or operated by or for the Customer and used in connection with the Software, Devices, or Cloud Services in a manner consistent with applicable data protection, and cyber-security laws and prevailing industry standards.
- 14.2 Customer shall, at a minimum:
 - (a) implement industry-appropriate cybersecurity controls, including network segmentation, multi-factor authentication for all privileged and remote access where reasonably available, strong authentication, firewall configuration, encryption of data in transit and, where reasonably available, at rest and secure credential management;
 - (b) maintain secure and current configuration of operating systems, servers, hypervisors, virtualised or containerised environments, RF systems, and network infrastructure;
 - (c) install all security patches, firmware updates and mandatory maintenance releases on a timely basis as required under the applicable sections of this EULA, the Documentation or as otherwise notified by Riedel;
 - (d) prevent unauthorised access, use of or disclosure of the Software, Devices, Cloud Services, license keys, activation codes, and entitlement mechanisms;
 - (e) restrict administrative or privileged access to authorised personnel with a legitimate operational need, and periodically review and revoke such access when no longer required;
 - (f) not conduct penetration tests, security assessments, or vulnerability scans of the Software, Devices, Cloud Services, or any Riedel-operated infrastructure except with Riedel's prior written approval. Nothing in this Section restricts the Customer from conducting security assessments of environments operated by or for Customer that do not target the Software, Devices, Cloud Services, or Riedel's infrastructure;
 - (g) protect against malware, unauthorised code injection, tampering or modification of any Software component, Device firmware, or Cloud Services tenant.
- 14.3 Customer is responsible for establishing and implementing adequate security principles, policies and procedures to restrict access to the Software, Devices, and Cloud Services and to detect, prevent and respond to security incidents, in accordance with industry best practices.
- 14.4 Subject to Section 18, Riedel is not responsible for security incidents, vulnerabilities, malfunctions, outages, or data loss arising from:
 - (a) Customer's networks, hardware, cloud tenancy, or infrastructure;
 - (b) Customer's misconfiguration, weak, compromised, or shared passwords, insufficient access controls, or insecure architectures;
 - (c) Customer's continued use of unsupported operating systems, chipsets, firmware, or hardware platforms after the end of their published Support Lifecycle;
 - (d) Customer-Developed Integrations, automations, scripts, connectors, or third-party tools operated by or on behalf of Customer;

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- (e) third-party VPNs, proxies, monitoring tools, firewalls, security products, or non-standard network paths deployed by or on behalf of Customer;
 - (f) Customer's failure to comply with this Section 14 or with any security guidance issued by Riedel in the Documentation.
- 14.5 If a suspected or actual security incident that may affect the Software, Devices, Cloud Services, or Riedel's infrastructure occurs:
- (a) Customer must notify Riedel without undue delay, and in any event within twenty four (24) hours of becoming aware of the incident;
 - (b) Customer must provide relevant logs, diagnostics, system information, root-cause findings (when available), and reasonable cooperation to assist in triage and remediation;
 - (c) Riedel may require temporary suspension or limitation of features or Cloud Services to mitigate risk or prevent further compromise. Any such suspension or limitation shall not constitute a breach of this EULA;
 - (d) Customer remains solely responsible for containment, mitigation, and remediation of vulnerabilities within Customer-owned or Customer-controlled systems, infrastructure, and integrations.
- 14.6 Customer shall retain, at all times, in any case within the applicable legal retention periods, network, system, and application logs to support fault analysis, audit verification, regulatory compliance and post-incident reviews. Customer shall make such logs available to Riedel on request in connection with a security incident, support matter, audit conducted, or ensuring compliance with Customer's obligations under this EULA.
- 14.7 Customer shall not (and shall not permit any third-party to) disable, circumvent, modify, tamper with, interfere with, or attempt to defeat:
- (a) security controls or protective features;
 - (b) update or patch-delivery mechanisms;
 - (c) identity, authentication, or access-control systems;
 - (d) telemetry, audit, logging, entitlement, or licensing mechanisms;
- except where expressly authorised in writing by Riedel.
- 14.8 Customer is responsible for maintaining, at its own cost and from reputable insurers, cybersecurity insurance and business-continuity insurance appropriate for the operational environments, scale, and risk profile of the Customer's deployment of the Software, Devices, and Cloud Services. The Customer shall provide Riedel with evidence of such coverage upon written request.

15 ENTITLEMENT VALIDATION

- 15.1 Where the Software relies on continuous or periodic licence validation, Customer shall not (and shall not permit any third-party to) block, intercept, tamper with, spoof or otherwise interfere, redirect, with communications between the Software and the entitlement validation system. The Customer shall ensure that its networks, firewalls, proxies, intrusion-prevention systems, and other security controls do not prevent such validation communications from functioning as intended, except to the extent expressly permitted by applicable mandatory law.
- 15.2 If a licence or entitlement applicable to the Software, Devices, or Cloud Services has become invalid, expired, tampered with,

fraudulently obtained, duplicated, used in excess of the authorised scope, or revoked, Riedel may take one or more of the following actions:

- (a) limit or suspend functionality;
 - (b) require re-authentication or re-activation;
 - (c) require Customer to correct entitlement discrepancies without undue delay;
 - (d) temporarily disable features;
 - (e) restrict future Updates or upgrades;
 - (f) exercise any other right or remedy available under this EULA or at law, including termination for cause and recovery of unpaid fees for unauthorised use.
- The Customer shall cooperate with Riedel's efforts to investigate and resolve any such matter.
- 15.3 Where applicable mandatory law permits Customer to decompile the Software or to request information necessary to achieve interoperability of the Software with Customer-Developed Integrations, Customer shall comply with the conditions of such law. Any information obtained through such permitted decompilation or such interoperability request must not be:
- (a) used to develop, manufacture, enhance or market any product or service that competes with, substitutes for or substantially replicates the functionality of the Software, Devices, or Cloud Services;
 - (b) used to create derivative works of the Software or any Device firmware;
 - (c) disclosed to any third-party (other than to Customer's professional advisers on a need-to-know basis under written obligations of confidentiality at least as protective as those in this EULA) except and to the extent strictly required for the specific interoperability purpose for which the information was obtained; or
 - (d) used in any manner that infringes Riedel's intellectual property rights;
 - (e) retained beyond the period reasonably necessary to achieve the specific interoperability purpose for which the information was obtained.

16 AUDIT RIGHTS

- 16.1 Riedel reserves the right, upon reasonable notice, to audit Customer's use of the Software, Devices, and Cloud Services to verify compliance with this EULA, including licence quantities, entitlement limits, feature usage, and adherence to licensing restrictions. Notwithstanding the foregoing, Riedel's right to audit, in cases of suspected fraud, piracy, duplication, security incident, or other exigent circumstances, may be exercised without prior notice and shall remain unaffected.
- 16.2 Audits may be conducted, inter alia:
- (a) onsite at Customer's premises during normal business hours;
 - (b) remotely through secure access to relevant systems;
 - (c) via review of logs, configuration data, inventory records, or entitlement reports;
 - (d) through automated telemetry or analysis;
 - (e) through verification of installation counts across physical, virtualised, containerised, or cloud environments.
- 16.3 Customer shall cooperate fully with any audit and shall provide timely access, in particular, to:

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- (a) systems, machines, and devices running the Software;
 - (b) virtualised, containerised, or cloud instances;
 - (c) configuration files, installation records, and deployment logs;
 - (d) entitlement information, licence files, and serial numbers;
 - (e) books, records, and other documentation required to verify compliance;
 - (f) Customer personnel having relevant knowledge of the deployment, configuration, and use of the Software, Devices and Cloud Services.
- 16.4 If an audit reveals unlicensed usage, entitlement violations, misconfigurations, or other non-compliance, Customer shall promptly, after written notification by Riedel of the audit findings:
- (a) purchase the necessary licences or entitlements at the greater of the following prices: (i) Riedel's list price in effect at the time of the non-compliant use and (ii) Riedel's current list price;
 - (b) in respect of Cloud Services or any other subscription offering, pay subscription fees for the period of unauthorised use;
 - (c) pay any overdue or additional fees at the then currently applicable price list together with interest at the applicable statutory rate from the date such amounts first became due;
 - (d) cease any unlicensed or non-compliant use;
 - (e) remediate any configuration or deployment issues contributing to the violation;
 - (f) provide Riedel with written confirmation of the actions taken under (d) through (e) above.
- 16.5 If an audit reveals material non-compliance with the provisions of this EULA (and any corresponding agreements between the Parties or any Order) or applicable law (including a discrepancy of more than five percent (5%) between Customer's actual use of the Software, Devices, or Cloud Services and Customer's licensed entitlement), Customer shall reimburse Riedel for the costs of conducting the audit, in addition to purchasing required licences or entitlements and paying any amounts due under Section 16.4.
- 16.6 Riedel's audit rights and the remedies set out in this Section 16 are in addition to, and do not limit, any other rights or remedies available to Riedel under the GTC, this EULA or applicable law.
- 16.7 The Customer's refusal or failure to cooperate with an audit constitutes a material breach of this EULA.
- feature, band, channel, or power level that has been disabled or restricted by Riedel.
- 17.3 Unless expressly stated otherwise in the Documentation, Customer is solely responsible for (at its own cost) obtaining and maintaining throughout the period of use all such licences, permits, registrations, frequency coordinations, or authorisations that are required for the lawful operation of RF-enabled Devices, including venue-specific or temporary spectrum licences.
- 17.4 Riedel shall bear no responsibility for Customer's failure to obtain or maintain such authorisations, unless such failure may be attributed to Riedel's fault in which case the rules in Section 18 also apply.
- 17.5 Customer shall use only Riedel-approved antennas, RF modules, transceivers, power levels, firmware versions, filters, and hardware (collectively, **"Approved RF Components"**) in connection with the RF Devices, as required to maintain regulatory compliance and the validity of the Device's regulatory certifications.
- 17.6 If Customer uses non-approved antennas, boosters, amplifiers, RF components, or modified RF parameters, Riedel cannot ensure the operation of these as intended by this EULA, maintaining certification status and, as the case may be, licence rights. Any such use shall be at Customer's sole risk.
- 17.7 Customer must not (and shall not permit any third-party to) modify, alter, replace, tamper with, or attempt to defeat any RF subsystem, including:
- (a) antennas, amplifiers, or gain stages;
 - (b) RF modules, transceivers, or filters;
 - (c) channel maps or frequency tables;
 - (d) region identifiers, country codes, or regulatory domain settings;
 - (e) firmware, bootloaders, or security parameters affecting RF operation.
- 17.8 Any unauthorised modification of a RF Device may void (i) regulatory approvals, (ii) Device compliance, (iii) warranties, and (iv) any rights granted under this EULA. Riedel may, in addition, exercise any of the remedies available under Section 15.2.
- 17.9 RF performance is inherently dependent on environmental and spectrum conditions, including interference, congestion, shielding, multipath, venue construction, atmospheric and weather conditions, and third-party RF systems.
- 17.10 Riedel cannot ensure the RF performance of the RF Devices in any specific environment and cannot exclude performance degradation, loss of range, interruption, or other RF-related impacts that are outside Riedel's control.
- 17.11 RF performance may be impacted by venue-specific interference, congestion, competing, or co-located RF systems. Riedel is not responsible for degraded RF behaviour caused by third-party systems or environmental RF conditions outside Riedel's control.
- 17.12 RF Device certifications are based on specific firmware, configuration, region codes, frequency allocations, transmission power levels, and security parameters supplied by Riedel. Customer shall not modify or replace these components except through Riedel-provided updates or as expressly authorised in writing by Riedel.
- 17.13 Customer is responsible for ensuring that RF operation does not cause harmful interference to any other systems. If interference occurs, Customer may be required to cease operation of the affected RF Device or modify its configuration as necessary to restore compliance.

17 RF DEVICES AND WIRELESS COMPLIANCE

- 17.1 RF-enabled or spectrum-dependent Devices (individually and collectively, **"RF Devices"**) must be operated in full compliance with all applicable radio, telecommunications and spectrum allocation regulations. Customer is solely responsible for ensuring that operation of RF Devices complies with local, national, regional and venue-specific regulations, and licence conditions at all times.
- 17.2 Certain RF features, bands, channels, or power levels may be disabled or restricted by Riedel based on regional regulatory requirements. RF-enabled Devices may only be operated in jurisdictions for which the Device is authorised or certified. Customer shall not operate any RF Device in countries or regions where such operation is restricted, prohibited, uncertified, or unlawful. The Customer shall also not attempt to enable any RF

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- 17.14 Customer shall not operate RF Devices near medical, life-support, aviation, maritime, emergency-service, public-safety, industrial-control, nuclear, other sensitive or safety-critical systems in a manner that may cause harmful interference. Customer is responsible for (i) verifying safe installation and operation in environments with safety-critical RF constraints, (ii) conducting any site survey, frequency coordination or interference study reasonably required for such environment, and (iii) complying with any restrictions or directives imposed by the operator of, or the regulatory authority for, such safety-critical environment.
- 17.15 Customer shall, subject to the terms and conditions in the GTC and the liability provisions of this EULA, indemnify, defend and hold Riedel harmless from and against any claims, demands, suits, fines, penalties, regulatory actions, investigations, costs, damages or losses arising from or relating to:
- (a) operating RF Devices outside permitted regions or jurisdictions;
 - (b) Customer's failure to obtain or maintain required licences, permits, authorisations, or spectrum licences;
 - (c) unauthorised modification of antennas, RF subsystems, or parameters by Customer or any third-party acting for Customer;
 - (d) use of non-approved firmware, non-Approved RF Components, or altered regulatory settings;
 - (e) violations of radio, telecommunications, or spectrum regulations by Customer;
 - (f) interference caused by Customer's operation of the RF Devices.

18 LIABILITY

- 18.1 In case of damages to life, body or health, as well as damages under the terms of the German Product Liability Act (*Produkthaftungsgesetz*), Riedel shall be liable to the extent provided by applicable mandatory law.
- 18.2 For any other damages arising from a breach of Riedel's contractual obligations, Riedel shall be liable to the extent provided below:
- 18.2.1 In the event of (i) fraud, intentional fault, or gross negligence of Riedel, Riedel's legal representatives or executive employees, or (ii) fraud, or intentional fault of Riedel's other vicarious agents (i.e., any other person whose services Riedel uses in the performance of its obligations, other than its legal representatives or executive employees; the "**Simple Vicarious Agents**"), Riedel shall be liable to the extent provided by applicable mandatory law.
- 18.2.2 Subject to Section 18.2.1, for damages caused by i) a negligent breach of an essential contractual obligation, or ii) gross negligence of a Simple Vicarious Agent where such gross negligence does not constitute a breach of an essential contractual obligation, Riedel's liability shall be limited to the contract-typical damages, i.e., to the damages that were typically foreseeable for the Parties at the time of entering into the contract. Essential contractual obligations mean obligations the performance of which is necessary to enable the proper performance of the contract and on the performance of which the other Party relies and is entitled to rely. All other liability of Riedel for ordinary

negligence is excluded to the maximum extent permitted by applicable law.

- 18.2.3 Riedel shall not be liable for any loss of profit, indirect damages, consequential damages, and any other possible claims of third-parties, e.g., in case of a breakdown of data lines.
- 18.2.4 Riedel shall not be liable for damages or delays of the delivery arising from any export, re-export, customs, sanctions or trade-compliance restrictions affecting the goods which have been exposed to an export to a country outside of Germany (so-called export control risk) unless the Customer can prove that the damage cannot be related to the import-related official measures and Riedel is to be held responsible for it.
- 18.3 For any other damages not attributable to a breach of contractual obligations, Riedel's liability shall be limited to damages caused by fraud, intentional fault, or gross negligence of Riedel, Riedel's legal representatives or executive employees.
- 18.4 Subject to any warranty and liability that cannot be excluded or limited under applicable mandatory law (including any statutory warranty of quality), Riedel shall not be liable for claims for damages in connection with the sale and supply of used goods - irrespective of the legal basis - unless Riedel, its legal representatives or performing agents breached their obligations through gross negligence or intentionally.
- 18.5 Otherwise, any liability of Riedel is excluded to the maximum extent permitted by applicable law.
- 18.6 Insofar as liability is not excluded or a limitation of liability has individually been agreed and the rules of applicable law permit, Riedel's aggregate liability under or in connection with this EULA, whether arising in contract, tort, or otherwise, is limited to the contract value set out in the applicable Order or contract between the Parties or, as the case may be, to, at maximum, the value of a 12 months' licence or subscription that is agreed between the Parties.

19 TERM AND TERMINATION

- 19.1 This EULA remains in effect for as long as Customer uses the Software or maintains active subscriptions, unless terminated earlier in accordance with this Section.
- (a) Perpetual licences remain valid indefinitely, unless terminated by Riedel for cause.
 - (b) Subscription licences remain valid only for the subscription term specified in the Order, unless terminated by Riedel for cause. Subscription licences shall expire automatically at the end of their term, unless renewed.
- 19.2 If the Customer fails to comply with any of the terms of this EULA, and fails to cure such breach within thirty (30) days after written notice from Riedel, Riedel shall have a right to terminate the licence granted under this EULA for cause. This is also the case with a time-based licence that would otherwise expire automatically upon its stated expiration date.
- 19.3 Upon termination or other expiry of this EULA, or of any specific licence or subscription:
- (a) all rights and licences granted to Customer under the terminated entitlement or licence shall cease immediately;

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- (b) Customer shall cease using the Software and any related Cloud Services;
 - (c) Customer shall, except to the extent retention is required by applicable mandatory law, uninstall and permanently delete or destroy all copies of the Software, including backup copies, from all systems, devices, and media;
 - (d) Customer shall, except to the extent retention is required by applicable mandatory law, in compliance with the GTC, return or destroy all Confidential Information of Riedel and, upon request, certify such destruction to Riedel in writing;
 - (e) where Devices are provided under rental, lease, or other non-purchase terms, Customer shall comply with any Device-return obligations set out in the Order or GTC.
- 19.4 Termination or other expiry does not affect any rights, remedies, or claims that accrued prior to the effective date of termination or expiry.
- 19.5 The Customer has, upon agreement with Riedel, the right to change the Customer's licence or subscription to a different licence or subscription model or quantity that is offered by Riedel. In case the Customer downgrades their licence or subscription to a model or quantity to one with lesser functionalities, inclusions or quantities, Riedel has no obligation to reimburse the Customer for any licence or other subscription fees that the Customer already paid to Riedel up to the change of the licence, subscription model or quantity taking effect.
- (a) licensing validity;
- (b) entitlement management;
- (c) support or subscription obligations; or
- (d) security, export-control or compliance obligations.
- 20.6 This EULA shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, also known as the Vienna Convention) and the Hague Uniform Laws on the Sale of Goods is excluded.
- 20.7 The Customer acknowledges that the Order, the GTC, and the Documentation have been expressly brought to its attention prior to the formation of this EULA, that it has had a reasonable opportunity to review their content, and that it accepts to be bound by them as integral parts of the contractual relationship between the Parties.
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20 ASSIGNMENT, CHANGE OF CONTROL & OTHER PROVISIONS

- 20.1 Installation, support and training costs, unless otherwise agreed, are not included as part of the Software license. These additional services can be provided by Riedel as an additional paid service.
- 20.2 Customer may not assign, transfer, delegate or sublicense this EULA, any rights or obligations under it, without Riedel's prior written consent, except for Software embedded or pre-installed in the Devices. Any such transfer or assignment in violation of the foregoing restriction shall be void.
- 20.3 Notwithstanding the above, Customer may assign this EULA only in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of Customer's relevant business assets, provided that:
- (a) Customer provides Riedel with prompt written notice;
 - (b) the successor agrees in writing to be bound by this EULA; and
 - (c) the assignment does not increase security, licensing or regulatory risks for Riedel in Riedel's reasonable judgment. Riedel may require updated licensing details or entitlement validation following such an assignment.
- 20.4 Riedel may assign this EULA, in whole or in part, without consent to:
- (a) any affiliate within the Riedel group;
 - (b) any successor entity in connection with a merger, acquisition, restructuring or sale of assets; or
 - (c) any entity assuming Riedel's rights or obligations under this EULA.
- 20.5 Customer shall promptly notify Riedel of any change of control (including mergers, acquisitions, divestitures, or changes in beneficial ownership) that could, inter alia, affect: