

## **END USER LICENCE AGREEMENT ("EULA")**

### **"PIXERA"**

#### **1. Scope:**

This End User Licence Agreement ("EULA") is a legally binding agreement between AV Stumpfl GmbH ("AV Stumpfl") and you ("Licensee").

The subject matter of this EULA is the right to use the software "PIXERA" ("Software"). This EULA also applies to future updates or upgrades to the software, the use of third-party extensions to the software ("Modules" or "Extensions") and the management of the Licensee's licences. This EULA applies *mutatis mutandis* to all other products in the PIXERA software family, such as our management tool "PIXERA HUB".

By selecting the "I Accept" button or any other button or mechanism that confirms acceptance of the terms of this EULA, or by installing, downloading, accessing, copying or using the Software, in whole or in part, the Licensee agrees to be bound by the terms of this EULA and agrees to comply with the EULA at all times. If the licensee does not accept this EULA, they are not permitted to use the software. This EULA applies in addition to the General Terms and Conditions, the supplementary terms and conditions for the PIXERA PLATFORM and the privacy policy of AV Stumpfl, available at <https://avstumpfl.com/en/company/imprint/> and <https://pixera.one/en/company/imprint/>.

#### **2. Types of licence:**

**2.1.** AV Stumpfl offers the software either as a pure software licence or in combination with hardware developed by AV Stumpfl.

**2.2.** When purchasing a pure software licence (without hardware), the licensee has the right to receive updates and/or bug fixes within one year of purchase at no extra charge, as this is included in the purchase price of the software. After this year has expired, the licensee is free to purchase a service

package (UAP Update Access Package), for which an annual UAP fee is payable. For further troubleshooting, updates or service, the purchase of such a UAP is mandatory.

**2.3.** When purchasing the software in combination with hardware from AV Stumpfl, no separate UAP is required, as updates and/or bug fixes are already included in the purchase price. However, this only applies as long as an update is possible for hardware components and/or support is offered by the hardware manufacturer. The licensee acknowledges and agrees that this end of support is not always known.

**2.4.** The software is protected by a physical security dongle, which the licensee retains upon purchase of the software alone. When purchasing the software in combination with hardware from AV Stumpfl, this security dongle is permanently installed in the hardware. If this security dongle is removed from the hardware and there is (continued) use by the licensee with third-party hardware, AV Stumpfl is no longer obliged to provide updates and/or bug fixes free of charge, but the licensee must then purchase a UAP annually.

**2.5.** The licensee is not obliged to purchase a UAP. They acknowledge and agree that in this case they may continue to use the software, but that the licensee will not receive any support with regard to any errors or improvements.

### **3. Licence granting/licence management**

**3.1.** The software is licensed, not sold, which is why the licensee does not acquire ownership of the software. AV Stumpfl and its licensors retain all rights, ownership and claims to the software, including all copyrights, patents, trade secrets, trademark rights and all other intellectual property rights.

**3.2.** Upon payment of the agreed licence fee and acceptance of this EULA by the licensee, AV Stumpfl grants the licensee a non-exclusive and non-transferable licence to use the software for an indefinite period or, in the case of a software subscription, for the agreed term of the subscription. The use of the software is restricted as follows:

- a) The licensee may only use the software for their own purposes, only for suitable or contractually agreed hardware, and only to the extent of the number of licences purchased.
- b) The licensee may not reproduce the software except for backup purposes;

- c) The licensee may not sublicense, rent, lend or lease the software or parts thereof, with the exception of event organisers who make the software available to their customers as part of their event equipment;
- d) The licensee is prohibited from modifying, reproducing, distributing, decompiling or reverse engineering the software or parts thereof;
- e) The licensee is prohibited from creating other software that is based wholly or partly on the software;
- f) The licensee is not authorised to use the software for illegal purposes.
- g) The licensee is not permitted to use any trademark or brand name used in the software or to remove any such trademark or brand name from the software.

**3.3.** The software has a predefined life cycle that specifies how long it will be supported by AV Stumpfl and which operating systems and system resources are compatible with it. The software may be or become incompatible with updated versions of previously compatible operating systems or system resources (CPU, (working) memory, graphics processor, etc.).

**3.4.** If AV Stumpfl provides a trial licence for the software, it may only be used for testing purposes to evaluate the functionality of the software by the licensor. Any commercial use of the software licensed under a trial licence is prohibited.

**3.5.** AV Stumpfl may provide updates and/or upgrades for the software in order to correct errors, adapt the software to new system specifications or change the functionality of the software. Updates or upgrades are provided for a fee or free of charge. There is generally no entitlement to updates or upgrades.

**3.6.** AV Stumpfl provides the licensee with a suitable platform on PIXERA.ONE for managing their licences and purchasing additional licences, updates or upgrades.

#### **4. Optional tools ("modules" or "extensions")**

AV Stumpfl provides access to optional third-party tools ("Modules" or "Extensions") to extend the functionality of the PIXERA product. AV Stumpfl has no influence on these whatsoever; they are neither monitored nor controlled or recommended by AV Stumpfl. AV Stumpfl therefore does not provide any guarantee or warranty for the functionality or use of these optional tools and accepts no liability, including for consequential damages. The licensee expressly agrees that AV Stumpfl shall be granted access to these modules or extensions according to the respective development status of the third-

party providers. The use of such modules or extensions is at your own discretion and risk. By downloading and using these modules or extensions, the licensee declares that they have familiarised themselves sufficiently with how they work. This applies both to modules or extensions that are already available as well as to future tools that AV Stumpfl will make accessible.

## **5. System requirements**

The following system requirements must be met for the software offered:

### **5.1. General information:**

- Not all features are supported on AMD and Intel GPUs (it is recommended not to use AMD or Intel GPUs)
- On laptop systems, try disabling your CPU's IGP/APU in the UEFI/BIOS to use only the dedicated GPU
- Live video input devices are supported if they support DirectShow drivers. Some cards from Deltacast, Datapath and Blackmagic are implemented natively (see also Live Inputs (2.0))
- Please deactivate all real-time security measures such as anti-virus, IPS/IDS, etc.
- NVidia Quadro Sync Board is required for frame synchronisation on multiple machines (see also Synchronise Outputs - Genlock & Framelock Setup)
- We recommend RME products (RME HDSPe series, RME Fireface series) or Dante as audio interfaces
- Windows 10 or 11 Home, as well as Windows Server Edition, are not recommended, as notifications cannot be completely disabled – Windows 10 or 11 Pro is recommended

Please use the software exclusively within a protected network environment that is physically and logically separated from the public internet and other external networks.

### **5.2. Minimum system requirements:**

- CPU: Intel (i5 sixth generation or newer) or AMD CPU (Ryzen 5 2000 series or newer), one CPU per system
- MEMORY: 8GB RAM
- GPU: Nvidia-based graphics processor with at least 4 GB VRAM (Quadro M4000, GTX 980)
- DISPLAY: at least 1280x720 pixels
- STORAGE: 2 GB free space SATA, Media SSD with at least 400 MB/s read rate

- NETWORK: NIC with at least 1 Gbps transfer rate
- OPERATING SYSTEM: Windows 10 PRO 64-bit

### **5.3. PIXERA Playback system requirements (recommended for media playback):**

- CPU: Intel (i7 eighth generation or newer, XEON Silver) or AMD CPU (Ryzen 7 3000 series or newer / Threadripper 1000 series or newer), one CPU per system
- MEMORY: at least 16 GB RAM
- GPU: Nvidia Pascal-based GPU with at least 8GB VRAM (Quadro A4000, GTX 1080)
- DISPLAY: at least 1920x1080 pixels
- STORAGE: 2 GB free memory, Media NVMe SSD with at least 3000 MB/s read rate
- NETWORK: NIC with at least 1 Gbps transfer rate
- OPERATING SYSTEM: Windows 10 PRO 64-bit

### **5.4. PIXERA REALTIME system requirements (recommended for real-time playback):**

- CPU: Intel (i7 eighth generation or newer, XEON Gold/XEON W) or AMD CPU (Epyc 7002 series / Threadripper 3000 PRO series or newer), one CPU per system
- MEMORY: at least 64 GB RAM
- GPU: Nvidia Ampere-based GPU with at least 12GB VRAM (Quadro RTX A6000, RTX 3080)
- DISPLAY: at least 1920x1080 pixels
- STORAGE: 2 GB free storage space, Media NVMe SSD with a minimum read rate of 5000 MB/s
- NETWORK: NIC with at least 10 Gbps transfer rate
- OPERATING SYSTEM: Windows 10 PRO 64-bit

### **5.5. PIXERA LAPTOP system requirements:**

- CPU: Intel (i7 eighth generation or newer) or AMD CPU (Ryzen 5 3000 series or newer)
- MEMORY: at least 16 GB RAM
- GPU: Nvidia Pascal-based GPU with at least 8GB VRAM (Quadro P2000, GTX 1080)
- DISPLAY: at least 1920x1080 pixels
- STORAGE: 2 GB free storage space, NVMe SSD with a read rate of at least 2000 MB/s
- NETWORK: NIC with at least 1 Gbps transfer rate
- OPERATING SYSTEM: Windows 10 PRO 64-bit

However, AV Stumpf reserves the right to change or adjust the system requirements. The currently published system requirements at <https://help.pixera.one/pixera-server-specifications/pixera-system-requirements> apply.

## **6. Installation/Use/Function test**

**6.1.** The installation and maintenance of the software, any updates or upgrades, and additional modules or extensions shall be carried out by the customer, unless otherwise agreed in writing.

**6.2.** Unless otherwise agreed in writing in advance, the licensee shall perform a detailed functional test of the software prior to actual operation, taking into account all requirements of the intended use or actual operation. In particular, the simultaneous or cascading use of media servers and output media must be tested. The hardware and software used must also be tested when using third-party hardware and software, as well as their interaction and functionality, in order to identify and, if necessary, rectify any malfunctions before going live.

**6.3.** The software may only be operated by the licensee within a secure network environment that is physically and logically separated from the public internet and other external networks ("intranet"). This measure serves in particular to prevent security-related threats such as hacking, malware attacks and similar risks.

**6.4.** AV Stumpf accepts no liability whatsoever for damage of any kind (including any consequential damage) resulting from failure to perform this function test or from the use of external interfaces (section 6.3.).

## **7. Warranty**

**7.1.** AV Stumpf warrants that the software is free of errors in accordance with the documentation, the state of the art at the time of delivery and the following provisions, without, however, fulfilling all conceivable application conditions. Given the current state of technology, it is not possible to develop error-free software.

**7.2.** AV Stumpf does not guarantee that the software will meet all of the licensee's requirements or that the functions contained in the software can be used without interruption or error in all combinations desired by the licensee.

**7.3.** AV Stumpf accepts no liability for errors, malfunctions or damage resulting from improper operation or the use of unsuitable organisational resources and data carriers, failure to update the software (see in particular sections 2.2 and 3.3) or otherwise originating from the licensee's sphere of influence.

**7.4.** AV Stumpf accepts no liability for malfunctions, faults or damage caused by failure to observe the usual safety precautions in the licensee's system (regular updates of the system software, etc., use of suitable antivirus software, etc.), but in particular also for malfunctions, disruptions or damage caused by failure to connect the licensee's intranet to the internet, which should be avoided in any case, and attacks on the licensee's system ("hacking" or similar) made possible or facilitated by this.

**7.5.** AV Stumpf shall not be liable for any damage or other adverse consequences caused by third-party plug-ins and malfunctions caused by third-party software that accesses or uses the software via its API or plug-ins. This includes, but is not limited to, additional functionalities introduced by PIXERA Control Module or by modifications to the scripting code and/or the underlying implementation libraries of existing modules. Furthermore, these software enhancements are not covered by the software warranty.

**7.6.** If the licensee is an enterprise, they must report any defects in the software immediately after acceptance, otherwise warranty claims shall be forfeited. The warranty period for consumers is two years, otherwise 12 months.

**7.7.** AV Stumpf reserves the right to modify this software and the information contained in the documentation without prior notice.

**7.8.** The licensee's exclusive claims in the event of a breach of the above warranty shall, at AV Stumpf's discretion, be either (i) a refund of the fee paid; or (ii) receipt of an error-free version of the software, either by replacing the software or by rectifying the underlying problem that caused the error.

## **8. Limitation of liability**

**8.1.** To the extent permitted by law, AV Stumpf's liability is limited to malice and gross negligence. For damages (excluding personal injury) caused by malicious or grossly negligent behaviour on the part of AV Stumpf, liability is limited to 25% of the value of the goods/annual licence fee or to a maximum

liability amount of EUR 50,000.00. However, the liability amount may never exceed the amount of the actual damage incurred.

**8.2.** AV Stumpf shall not be liable for consequential damages, such as lost profits, loss of goodwill, costs associated with business interruption, loss of interest, unrealised savings, financial losses, data loss or third-party claims.

**8.3.** Furthermore, AV Stumpf shall not be liable for damages attributable to the behaviour of the licensee, in particular in the event of failure to perform the mandatory functional tests.

**8.4.** If the licensee is an enterprise, it must assert its claim for damages in court within 6 months of becoming aware of the damage; otherwise, the claim for damages shall lapse.

## **9. Indemnification**

**9.1.** The licensee agrees to defend, indemnify and not make liable AV Stumpf, its affiliated companies, subsidiaries, directors, officers, employees, agents, business partners and licensors from any claims or demands, including reasonable legal fees, made by third parties and relating to or arising from: (i) content that you produce or display using the software; (ii) infringement of third-party rights; (iii) violation of laws; or (iv) false, fraudulent, malicious or inaccurate representations made by the licensee.

**9.2.** Furthermore, the licensee undertakes to indemnify AV Stumpf against all claims or demands, including reasonable legal fees, asserted by third parties in connection with the use of the software in violation of these terms and conditions or arising therefrom.

## **10. Termination**

This EULA shall remain in effect until terminated or, in the case of a time-limited licence, until its expiry. If the licensee violates the provisions of this EULA or fails to pay the licence fees due, AV Stumpf shall be entitled to terminate this EULA with immediate effect. In the event of termination, the licensee must destroy all copies of the software in their possession, and AV Stumpf is entitled to immediately suspend the provision of the software to the licensee or to terminate the functionality of the software.

## **11. Concluding provisions**

**11.1.** This EULA is governed exclusively by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international conflict of law rules.

**11.2.** For all legal disputes arising from this contractual relationship, the exclusive jurisdiction of the competent court in Wels, Austria, is agreed. If the licensee is a consumer, the courts at their place of jurisdiction shall be responsible.

**11.3.** The General Terms and Conditions of AV Stumpfl and the supplementary terms and conditions for our PIXERA PLATFORM take precedence over any conflicting provisions in this EULA.

**11.4.** Should any provision of this EULA be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid clause shall be replaced by a clause that comes closest to the economic purpose of the invalid clause.

**11.5.** Amendments or additions to this contract must be made in writing; this shall also apply to any waiver of the written form requirement. Where the written form is required, notification by email shall suffice.

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