

INTRODUCTION

This is a legal AGREEMENT ("AGREEMENT") between the end-user customer ("you"), and VIRTUAL CABLE, S.L. from which you purchased your subscription (the applicable subsidiary is hereinafter referred to as "VIRTUAL CABLE"). This EULA applies to all the UDS Enterprise (UDS) solutions (hereinafter the "Software").

GENERAL CONDITIONS

By installing and/or using the Software, you are agreeing to be bound by the terms of this AGREEMENT. If you do not agree to the terms of this AGREEMENT, do not install and/or use the Software. Nothing contained in any purchase order, or any other document submitted by you shall in any way modify or add to the terms and conditions contained in this AGREEMENT.

1. **END USER LICENSES.** Subject to the terms and conditions of this AGREEMENT, VIRTUAL CABLE grants you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the term in accordance with this AGREEMENT. The Software contains both VIRTUAL CABLE proprietary and open source Software in object code form licensed hereunder. "Appliance" means a hardware appliance with installed Software. Notwithstanding anything set forth in this AGREEMENT, your use of open source Software shall in all ways be exclusively governed by the open source license indicated as applicable to the code listed. "Open source Software" means those portions of the Software that are provided under an open source license (e.g., a version of a GNU General Public License). Open source Software contained in the Software are listed on section "A" of this AGREEMENT.

Your license will be activated by a subscription key ("Subscription Key") that allow use of the Software in quantities defined by your subscription AGREEMENT with VIRTUAL CABLE and/or your purchase order (the "Subscription AGREEMENT")

- A. **NFR License for Demo.** If the Software is provided as "Not For Resale (NFR)," notwithstanding any term to the contrary in this AGREEMENT, your license permits use of the Software only if you are a current VIRTUAL CABLE authorized distributor or reseller, and then only for demonstration, test, or evaluation purposes to support your end-user customers, and not for any other purpose, including, without limitation, customer training or production purposes. Note that NFR Software may disable itself upon the expiration of the Subscription Key. In no event may NFR Software be used beyond expiration.

- B. **POC for Evaluation.** If Software is provided for a Proof of Concept "POC", then notwithstanding any term to the contrary in this AGREEMENT, your license permits use only if you are an end-user customer and then only for your internal demonstration, test, or evaluation purposes, and not for any other purpose, including, without limitation, production purposes. Your license is for the period determined by the Subscription AGREEMENT with no right to Support (as defined in UDS Enterprise's Support Policy) or the Infringement Indemnification in Section 3 hereunder. Note that POC Software may disable itself upon the expiration of the Subscription Key. In no event may POC Software be used beyond expiration.
 - C. **Maintenance.** The maintenance plan applicable to the Software is identified in VIRTUAL CABLE's General Terms and Conditions at <https://udsenterprise.com/en/documentation/> (the T&C's). Maintenance for the Software begins upon delivery of the Subscription Keys.
 - D. **Updates and services.** Updates shall be subject to the terms of this AGREEMENT. In addition to maintenance, you may also purchase Services (as defined in the T&C's) including installation services or technical consulting from VIRTUAL CABLE distributors or resellers.
2. **DESCRIPTION OF OTHER RIGHTS, LIMITATIONS, AND OBLIGATIONS.** Except as expressly set forth in Section 1, you may not transfer, assign, share, grant rights in or lease the Software except to the extent such foregoing restriction is prohibited by applicable mandatory law. You are responsible for ensuring that any transferee accepts the terms of this AGREEMENT. You must provide evidence that the conditions for a lawful transfer of the Software are met. All warranty, maintenance and infringement indemnification rights will terminate automatically upon such transfer and will not be available to the transferee. You must comply with applicable export laws with respect to such a transfer.

You may not modify, translate, reverse engineer, decompile, disassemble, create derivative works based on or copy the Software, except as expressly licensed in this AGREEMENT or to the extent such foregoing restriction is expressly prohibited by applicable mandatory law. You may not remove any proprietary notices, labels, or marks on the Software. In the case of customized branding, the words "Powered by UDS Enterprise" must form part of any alternative branding. Notwithstanding the foregoing, this AGREEMENT shall not prevent or restrict you from exercising additional or different rights granted by any portions of the Software that are open source Software.

ALL RIGHTS IN THE SOFTWARE NOT EXPRESSLY GRANTED ARE RESERVED BY VIRTUAL CABLE OR ITS LICENSORS. VIRTUAL CABLE and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the Software (subject to any open source Software rights you have), including any adaptations, modifications, translations, derivative works or copies, and any intellectual property rights relating to the design, manufacture, or operation of the same.

3. **INFRINGEMENT INDEMNIFICATION.** In the event of any claim, suit, or proceeding brought against you based on an allegation that the Software (excluding open source Software) infringes upon any patent, copyright or trade secret of any third party ("Infringement Claim"), VIRTUAL CABLE shall defend, or at its option, settle, such Infringement Claim, and shall pay all costs (including reasonable attorney's fees) associated with the defense of such Infringement Claim, and all damages finally awarded or settlements undertaken by VIRTUAL CABLE in resolution of such Infringement Claim, provided you: (i) promptly notify VIRTUAL CABLE in writing of your notification or discovery of an Infringement Claim such that VIRTUAL CABLE is not prejudiced by any delay in such notification; (ii) give VIRTUAL CABLE sole control over the defense or settlement of the Infringement Claim; and (iii) provide reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if VIRTUAL CABLE believes such a claim is likely, VIRTUAL CABLE may at its sole expense and option: (i) procure for you the right to continue to use the alleged infringing Software; (ii) replace or modify the Software to make it non-infringing; or (iii) accept return of the Software and provide you with a prorated refund for the term remaining on your Subscription AGREEMENT. VIRTUAL CABLE assumes no liability, and shall have no liability, for any Infringement Claims or allegations of infringement based on: (i) your use of any Software after notice that you should cease use of such Software due to an Infringement 3 Claim; (ii) any modification of the Software by you or at your direction; (iii) your combination of the Software with non-VIRTUAL CABLE hardware, Appliances, Software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the Software alone. The foregoing states your exclusive remedy with respect to any infringement claim or allegation of infringement.

4. **NO WARRANTY.** Except as set out in section 3 with respect to infringement of proprietary portions of the Software, VIRTUAL CABLE provides the Software "as is" and does not warrant that the operation of the Software shall be uninterrupted or error free, that any errors or defects can be corrected, or that Software meets your requirements. There is no warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Software is with the end user. Except as set out above in section 3 with respect only to the proprietary aspects of the Software, VIRTUAL CABLE shall have no liability for any claim for patent, copyright, license, or trade secret infringement based, in whole or in part, on any modification of any Software by the

reseller, you or any third party, or their respective employees or agents. In the event a preliminary or final judgment shall be obtained against your use or operation of the Software, or any part thereof, by reason of an alleged infringement of a third party's copyright by any VIRTUAL CABLE binary code, VIRTUAL CABLE may replace, at its election, in whole or in part, such binary code with a substantially compatible and functionally equivalent program or modify such binary code to avoid the infringement. This shall be your sole remedy in the event of such a claim.

5. **NO IMPLIED WARRANTIES.** Except as expressly stated in section 3 of this AGREEMENT, VIRTUAL CABLE makes no other express or implied warranties for the Software, written or oral. to the maximum extent permitted under applicable law, all other warranties in relation to the Software are specifically excluded, including, but not limited to, any warranties arising by statute, course of dealings or usage of trade.
6. **LIMITATION ON DIRECT DAMAGES.** Except as expressly stated in section 3 of this AGREEMENT, VIRTUAL CABLE's total liability and exclusive remedy for any claim, liability, damage, penalty, loss or expense of any type whatsoever, arising out of the Software provided hereunder or the use of the Software, shall be limited to proven direct damages caused by VIRTUAL CABLE's sole negligence in an amount not to exceed the amounts paid by the reseller to VIRTUAL CABLE in respect of your subscription (or the amount paid directly by you to VIRTUAL CABLE) under the subscription AGREEMENT giving rise to such liability.
7. **NO INDIRECT DAMAGES.** Except as expressly stated in section 3 of this AGREEMENT, VIRTUAL CABLE shall have no liability to you for any special, indirect, incidental or consequential damage, whether in contract, tort (including negligence), strict liability or otherwise, such as financial or commercial prejudice, loss of business opportunities, of clientele or of savings, any commercial disturbance whatsoever, any increase of costs or other general expenses, loss of profit or loss of brand image that may result from the AGREEMENT or the use, the improper use or the lack of use of any of the Software, even if VIRTUAL CABLE was advised of the possibility thereof. in no event shall VIRTUAL CABLE's or its reseller's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount set out in section 6 above. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. VIRTUAL CABLE will not be liable for any third-party intrusions into the end user's information system, even if these intrusions are due to a fault in the VIRTUAL CABLE product. VIRTUAL CABLE will not be liable for any access difficulties or impossibility of access to information or data due to problems with the Software telecommunication networks or other technical difficulties.

8. **RESELLER RELATIONSHIP** - The relationship between VIRTUAL CABLE and its Distributors or Resellers is that of independent contractors. Nothing shall be construed to make Distributors or Resellers a partner, joint-venturer, agent or co-owner of VIRTUAL CABLE, nor shall it allow Distributors or Resellers to create or assume any obligation or make any representation on behalf of VIRTUAL CABLE for any purpose whatsoever. Distributors and Resellers do not have the right to make modifications to this AGREEMENT.
9. **REGULAR BACK-UPS.** During the Term of this AGREEMENT and as part of its obligation to mitigate damages, you will take reasonable data back-up measures. In particular, you shall conduct a daily back-up process and back-up the relevant data before any remedial, upgrade or other works on your production systems. To the extent VIRTUAL CABLE's liability for loss of data is not already excluded under this AGREEMENT, VIRTUAL CABLE shall, in case of data losses only, be liable for the typical effort to recover the data which would have occurred if you had appropriately backed up your data.
10. **LIMITATION PERIOD.** All claims for damages based on defects in the Software, Maintenance or Service lapse upon expiration of the Subscription Key, except if the parties have agreed on a shorter warranty period. Unless otherwise required by applicable law, the statute of limitations for all claims for damages will be the duration of the subscription, unless such period is provided by law as a shorter statute of limitations, in which case the limitation period will apply the lower period.

11. DATA PROTECTION

- A. VIRTUAL CABLE hereby informs you that the creation of databases containing personal data and the collection and processing of personal data is regulated by law. If your use of the Software is based on personal data collected and transmitted by you, VIRTUAL CABLE, may not be held liable for any matter related to the compliance with the protection of personal data.
- B. You are aware of the regulations on the protection of personal data and warrant to VIRTUAL CABLE that you comply with the provisions of all data-protection laws.
- C. You agree to make all filings, apply for all authorizations, and give all notifications required based on the kind of data and/or files used.
- D. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by or in breach of any export laws of the country in which you are located nor to Iran, Iraq, Libya, North Korea, Sudan, South Sudan, Syria, Yemen, or any other country to which there are embargoes on goods and/or services under EU, Canadian, British or U.S. trade laws. In addition, Software may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals pursuant to EU or U.S. laws (collectively the "Export Laws"). In addition, if the Software is identified as an export-controlled item under the Export Laws, you represent and warrant that you

are not a citizen of, or located within, an embargoed or otherwise restricted nation and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to install and use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this AGREEMENT.

- E. You shall be solely liable for all declarations and legal and/or administrative authorizations required to use the Software and the Services in the country in which they will be used by you.

12. **TERM.** This AGREEMENT will be effective on the date that the Subscription Key takes effect for the term specified in the Subscription AGREEMENT with VIRTUAL CABLE.

13. **TERMINATION.** VIRTUAL CABLE reserves the right to terminate this AGREEMENT with immediate effect, without prior notice, if you breach any terms of this AGREEMENT or if:

- A. You have taken the initiative to modify the Software or specific developments made by VIRTUAL CABLE.
- B. You have misused the Software or specific developments.
- C. The UDS Enterprise Subscription AGREEMENT is terminated for any reason.

14. **AUTHORIZED DISTRIBUTORS AND RESELLERS.** VIRTUAL CABLE's authorized distributors and resellers do not have the right to make modifications to this AGREEMENT or to make any additional representations, commitments, or warranties binding on VIRTUAL CABLE.

15. **ASSIGNMENT AND SUBCONTRACTING.** You may not assign any rights or obligations under this AGREEMENT except as permitted by law or as set forth below, without the prior written consent of VIRTUAL CABLE, unless assigned to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all the party's assets. You shall provide notice to VIRTUAL CABLE upon completion of any permitted assignment. Subject to this restriction, this AGREEMENT will be binding upon and inure to the benefit of the parties hereto, their successors and assigns. VIRTUAL CABLE may use subcontractors to provide services to you under this AGREEMENT.

16. **CHANGES TO THIS AGREEMENT.** VIRTUAL CABLE may update or modify this AGREEMENT from time to time, including any referenced policies and other documents. Current versions of the AGREEMENT will be posted at our documentation area in our web site <https://udsenterprise.com/en/documentation/> . If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable purchase order or a general e-mail to end users). If we modify the AGREEMENT during your Subscription AGREEMENT term, the modified version will be effective since you download until your actual Subscription expiration date. With respect to NFR subscriptions accepting the updated

AGREEMENT is required for you to continue using the NFR Software. If you do not agree to the updated AGREEMENT after it becomes effective, you will no longer have a right to use the NFR Software.

17. **HOW TO CONTACT VIRTUAL CABLE.** Should you have any need to contact VIRTUAL CABLE for any reason, other than legal notice under section 12, write to VIRTUAL CABLE Customer Service at info@virtualcable.net
18. **TRADEMARKS.** This AGREEMENT does not grant you the right to use any VIRTUAL CABLE or UDS ENTERPRISE trade or service mark.
19. **SEVERABILITY.** If any provision of this AGREEMENT is held to be invalid by any law, regulation or as a result of a final decision of a court of law with jurisdiction, the other provisions will remain in full force and effect.
20. **GOVERNING LAW.** This AGREEMENT is governed by the laws of Spain.
21. **CONSENT TO JURISDICTION.** In the event of a dispute, if no amicable settlement can be reached within 120 days from the date on which such dispute has arisen, specific jurisdiction is granted to the courts of Madrid sitting in the city of Madrid, notwithstanding plurality of defenders, even with respect to emergency proceedings or protective measures, by injunction or by request.

UDS ENTERPRISE SOFTWARE COMPONENTS

UDS Enterprise development uses the following components:

- [Python](#)
- [TypeScript](#)
- [Django](#)
- [Angular](#)
- [Guacamole](#)
- [weasyprint](#)
- [Crystal project icons](#)
- [Flatlr Icons](#)

* If you find any other component out of this list, please contact us: info@virtualcable.net

UDS ENTERPRISE, VIRTUAL CABLE'S VDI SOFTWARE

UDS Enterprise: The matrix VDI technology of UDS Cloud on AWS

[UDS Enterprise](#) is a new software concept to create a **fully customized workplace virtualization** platform. It provides **24x7 secure access**, from any place and device to all the **applications and software** of an organization or educational center.

It allows combining in a single console **Windows** and **Linux desktop** and **application virtualization**, as well as remote access to Windows, Linux and macOS devices. Its Open-Source base guarantees **compatibility with any third-party technology**. It can be deployed on premises, on public, private, hybrid or **multi-cloud**. Even **combine** multiple environments at the same time and perform **automatic** and smart **overflows** to optimize performance and efficiency. All with a **single software subscription**.

About VIRTUAL CABLE

[Virtual Cable](#) is a company specializing in the **digital transformation of the workplace**. The firm develops, supports and markets UDS Enterprise. Its team of experts has designed **VDI** solutions tailored to **each sector** to provide a unique user experience fully adapted to the needs of each user profile. VIRTUAL CABLE professionals have more than **30 years of expertise** in IT and software development and more than 15 in virtualization technologies. Everyday **millions of Windows and Linux virtual desktops are deployed with UDS Enterprise worldwide**.