

END USER LICENSE AGREEMENT

FLIR Thermal Studio Software

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These license terms are a legal agreement (“Agreement”) between Teledyne FLIR LLC officially registered at 1049 Camino Dos Rios, Thousand Oaks, CA 91360 (further referred to as “FLIR”) and you (further referred to as “You”). Please read them carefully. This Agreement applies to the software named above (the “Software”), in machine readable form only, which includes the media on which you received it, if any. The terms of this Agreement also apply to any updates, supplements and support services, if any, for the Software, unless other terms accompany those items. If so, those terms apply.

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- 5. TERM AND TERMINATION.** This Agreement shall commence at the time you click the “I AGREE” button and shall continue until terminated by FLIR hereunder.

(a) Termination. FLIR may terminate this Agreement immediately and without prior notice to you if you breach any term or condition of this Agreement.

(b) Effect of Termination. If this Agreement is terminated for any reason, you must destroy the original and any copy of the Software in your possession and certify to FLIR that they have been destroyed. Except as otherwise provided for herein, any provisions of this Agreement that by their sense and context are intended to survive the termination of this Agreement shall survive such termination. Any cause of action that FLIR may have against you for breach of this Agreement before the date of termination shall survive such termination.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED BY FLIR “AS IS” IN ITS CURRENT CONDITION AND WITHOUT ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND OR IN ANY WAY RELATED TO SUPPORT, INDEMNITY, ERROR FREE OR UNINTERRUPTED OPERATION, OR THAT THE SOFTWARE IS FREE FROM DEFECTS OR VIRUSES. ALL REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, VALIDITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OPERABILITY, QUALITY OF SERVICE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF THIS TYPE, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

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8. INDEMNITY. You agree to defend, indemnify, and hold harmless FLIR, its affiliated companies, licensors, successors and assigns, and each of their respective employees, officers, directors, contractors, and agents, for, from and against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses of any kind or nature (including legal costs and attorneys’ fees) arising from or relating to: (i) your breach or violation of this Agreement; (ii) any infringement, misappropriation or violation by you of the rights of any third party when applicable; (iii) your violation of or non-compliance with any applicable law, rule or regulation; and (iv) your use, alteration or export of the Software (or any component thereof) in violation of this Agreement. FLIR will have the right to immediately assume sole

responsibility and control over the defense of any lawsuit or proceeding and you acknowledge and agree that FLIR's exercise of such responsibility and control shall not relieve you of your obligation to pay for the defense of such lawsuit or proceeding or any resulting damages.

9. GOVERNING LAW; VENUE. This Agreement shall be governed and construed under the laws of the State of Oregon, without regard to its conflicts-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly disclaimed. You further acknowledge and agree that any legal action brought by either party to interpret, enforce or defend the terms of this Agreement shall be litigated in a state or federal court located in Multnomah County, Oregon. By clicking "I AGREE," you are: (i) irrevocably consenting to the exclusive jurisdiction of, and venue in, state or federal courts located in Multnomah County, Oregon; and (ii) submitting yourself to the personal jurisdiction of state or federal courts located in Multnomah County, Oregon for the purpose of resolving any dispute or claim arising from or related to this Agreement.

10. EXPORT. The Software may not be used, released, transferred, imported, exported and/or re-exported in any manner prohibited under any applicable laws, including U.S. export control laws regarding specifically designated persons, countries and nationals of countries subject to national security controls. In particular, but without limitation, the Software may not be exported or re-exported without an export license or other official authorization: (i) into any U.S.-embargoed countries; or (ii) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By clicking "I AGREE," you represent and warrant that you are not located in any such country or on any such list.

11. GOVERNMENT USE. The Software and any related documentation are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1, 227.7202-3, and 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are, to the extent applicable, being licensed to U.S. Government end users, if any: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions set forth in this Agreement. This clause, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation ("FAR"), Defense Federal Acquisition Regulation Supplement ("DFARS") or other clause or provision that addresses U.S. Government rights in computer software, technical data or computer software documentation.

12. MAINTENANCE AND SUPPORT. You acknowledge and agree that FLIR has no obligation whatsoever to furnish any maintenance or support services with respect to the Software. FLIR may provide maintenance and support services in the form of telephone assistance, corrections, updates, upgrades, bug fixes and/or enhancements to the Software in its sole discretion, but you acknowledge and agree that you are not entitled to such maintenance and support services. If You purchased a perpetual Software License for any specific version of a major release, FLIR will maintain or support such release and you will be entitled to minor upgrades within the same major release. FLIR will not maintain or support the Software after release of the next major release (although You will be able to continue using the version purchased indefinitely). To benefit from all other and additional upgrades, You will be required to purchase a subscription license or purchase a Support Services Agreement (SSA). If you have purchased a SSA or are paying a subscription fee, FLIR will continue to support the next major releases and FLIR's Policy in such case will be to promptly assess and endeavor to fix, any known vulnerabilities.

13. CHANGES TO THE AGREEMENT AND PRICE. FLIR may make changes to this Agreement including the price of the subscription fee, at any time in its sole discretion, by notifying You of the change. Such changes to the Agreement, may be due to- but not limited to certain updates of the Software FLIR may provide notice to you via email, if you have provided FLIR with a valid email address, or by posting the modified version of the Agreement on a web page designated by FLIR for this purpose. By using the Software after you have been notified of changes to this Agreement, you signify that you agree to be bound by and comply with the Agreement as modified. You not having formally objected in the following 15 ('fifteen') calendar days of FLIR having updated the Agreement and FLIR having notified You about such changes implies You accepting these changes to the Agreement.

14. SEVERABILITY. The terms and conditions set forth in this Agreement are severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable, the remainder of this Agreement will be valid and enforceable.

15. NO THIRD-PARTY BENEFICIARIES. The parties do not intend to confer any right or remedy on any third-party.

16. ENTIRE AGREEMENT; WAIVER. This Agreement forms the entire agreement regarding the subject matter set forth herein. This Agreement does not affect any ownership, rights, title, or interest in, or relating to, the Software. No term of this Agreement can be modified or waived, and no breach of this Agreement can be excused, unless done so in a writing signed by all affected parties.

17. INJUNCTIVE RELIEF. You agree that your breach or threatened breach of this Agreement will cause FLIR irreparable harm for which recovery of money damages would be inadequate. Accordingly, FLIR may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or equity.

18. PERSONAL DATA. The use of the Software may require the processing of personal data, in accordance with privacy notice which is attached hereto as the Addendum.

19. USAGE DATA. Usage Data is defined as any data relating to the way the Software is being used, both from a technical and functional viewpoint. FLIR is able to collect Usage Data for the purposes of developing, improving, supporting, and operating its Software applications. Usage Data does not contain any personally identifiable data when it is sent from users' PC to FLIR's servers. The default setting 'collection of usage data' allows FLIR to collect User Data from the application under this license Agreement. You can however switch off this feature for any reason. If you have not switched off this feature, you are considered having accepted the collection by FLIR of User Data derived from the use of the Software under this license Agreement.

ADDENDUM (v. April 2023)

PRIVACY INFORMATION NOTICE FOR USERS OF FLIR SOFTWARE

This information notice describes FLIR Systems, Inc.'s ("FLIR") use of your personal data when you download, install and use FLIR's Software in connection with your use of compatible FLIR Products.

We would like to emphasize that we take the protection of your privacy and your personal data very seriously and that we process your personal data in accordance with applicable data protection laws only. We would like to explain to you below in more detail which personal data we collect and how we use this data.

1. Personal data we collect

We process the following information about you as user of the FLIR Software:

- Name, e-mail and serial number when you activate a license
- Your public IP Address

2. Purposes we process personal data for

We process this personal data for the following purposes:

- To provide services you have requested, and respond to any comments or complaints you may send us;
- We monitor use of our products and services, and may use your information to help us monitor, improve and protect our products, content, services and websites (including aggregated and anonymized Usage Data, in order to develop, improve, support, and operate our Software applications);
- To comply with applicable laws and protection of our legitimate business interests and legal rights, including, but not limited to, use in connection with legal claims, compliance, especially general trade compliance, regulatory, investigative purposes (including disclosure of such information in connection with legal process or litigation).

3. Legal basis for the processing of personal data

Your personal data is processed based on the following legal basis:

- Art. 6 para 1 (b) GDPR to provide the service offerings you have requested.
- Art. 6 para 1 (f) GDPR to achieve research and analytic purposes to improve and further develop service offerings, including but not limited to the service offerings.
- Art. 6 para 1 (c) GDPR for legal compliance based on a legal obligation under EU or Member State law to which we are subject.

4. Sharing personal data

FLIR does not rent, sell or share your Personal Information unnecessarily, or without a clearly defined purpose, and not without ensuring all the necessary protections are in place, to ensure FLIR meets all its legal obligations around the storage, transmission and processing of Personal Information, as set out by all relevant legislations within the markets that FLIR operates. When we share your Personal Information, we do not allow any third-party partners to use it for their own marketing purposes. When we do share your Personal Information, you can be assured that it will only be shared with third-party recipients who will protect your Personal Information as closely as FLIR does.

We may share your personal data for the abovementioned purposes with the following third parties:

- Affiliates:** We may share your Personal Information with relevant Affiliates of FLIR so that they may assist you locally with the sale of one of our products, service, support, training, or other tasks that need local representation, or if sharing the data is necessary to making available the FLIR Site or FLIR Cloud Services to you. We are also a global enterprise comprised of a group of companies operating internationally. This entails that business functions handling Personal Information to achieve the purposes defined in this Privacy Policy are managed centrally or only by some Affiliates.

FLIR's internal access permissions are strictly controlled, and so FLIR also does not allow access to your Personal Information by FLIR employees, unless the employee requires access to fulfil their role and responsibilities. All companies in the FLIR group are bound, as required by law, to ensure that Personal Information is protected consistent with EU standards as explained in section 7 "Transfer of personal data" below.

- Service Providers:** Personal data may be shared with third party service providers, who will process it for the purposes above. Such third parties include, but are not limited to, IT service, Cloud Storage service providers, Cloud service providers, training providers, survey service providers, investigators, auditors and data hosting providers.
- Government Authorities / Law Enforcement Officials:** Personal data may be shared with government authorities and/or law enforcement officials if required for the purposes above, if mandated by law or if required for the legal protection of our legitimate interests in compliance with applicable laws.

5. Transferring personal data

We are committed to maintaining the security of data, including personal data, and we have comprehensive corporate policies regarding information security. We will protect personal data, regardless of whether it is inside or outside the EU and regardless of whether it is processed by us or by third party service providers on our behalf.

Where information is transferred out of the European Economic Area (E.E.A.), and where this is to an affiliate of ours or to a third party in a country that is not subject to an adequacy decision by the E.U. Commission, data is in all cases adequately protected under appropriate safeguards such as E.U. Commission approved standard contractual clauses, an appropriate Privacy Shield certification or a vendor's Processor Binding Corporate Rules.

6. Your rights

You may be entitled to ask us for a copy of your personal data, to correct it, erase or restrict its processing, or to ask us to transfer some of this personal data to other organizations. You may also have rights to object

to some processing activities, such as the profiling we may perform for the purposes of direct marketing, and, where we have asked for your consent to process your data, to withdraw this consent. These rights may be limited in some situations – for example, where we can demonstrate that we have a legal requirement to process your data. In some instances, this may mean that we are able to retain data even if you withdraw your consent.

Participating in the pre-release testing and providing feedback and receiving recommendations is entirely voluntary. However, if you wish to participate in the testing, it is mandatory for you to provide certain information to allow us to conduct a useful test in regard to its purpose (collecting user experience based on user profiles) or so that we can comply with legal or contractual obligations: if such data is not provided, then we will not be able to manage our contractual relationship, or to meet obligations placed on us. In all other cases, provision of requested personal data is optional.

7. Contact options

For any questions or concerns relating to this information notice, or our data protection practices, please contact us at: FLIR Systems Trading Belgium BV, Luxemburgstraat 2, 2321 Meer, Belgium. Phone: +32 (0) 3665 5100; E-Mail: PersonalDataManager@flir.com <<mailto:PersonalDataManager@flir.com>>

8. Data retention and deletion

We will keep your personal data for as long as necessary to provide the Service Offerings you have requested. Afterwards, we may retain data for an appropriate period to protect ourselves from legal claims, to administer our business, or to the extent permitted by applicable law, which may require us to hold your personal data for specific periods. We will delete your personal data, when you object to the processing in accordance with “What rights to you have in relation to your data” (see above) or when we are obliged to delete it in accordance with an obligation under applicable law.

9. Changes to this information notice

This information notice may, from time to time, change. Such amendments might become necessary due to the need to keep the information notice up to date, given changes in our business practice or in response to legislative changes, and whether they are international or national changes, and may be made without prior notice.

If there are any significant changes made to the use of your personal data, which differs from that which was stated at the time your personal data was collected, then we will notify you by e-mail to the e-mail address you have registered.

10. Cookies

We use cookies within our App. Cookies are small text files sent by a web server to the App and saved locally on your device. The cookie allows the server to uniquely identify the App. Cookies do not cause any harm to your device and do not contain viruses. We use the following categories of cookies on our App:

Category 1: Strictly Necessary Cookies

These cookies are essential in order to enable you to move around the App and use its features. Without these cookies, services you have asked for such as remembering your login details or data provided cannot be provided.

Category 2: Performance Cookies

These cookies collect information on how people use our App. For example, we use Google Analytics cookies to help us understand how users arrive at our site, browse or use our site and highlight areas where we can improve areas such as navigation, App experience and marketing campaigns. The data stored by these cookies never shows personal details from which your individual identity can be established.

Category 3: Functionality Cookies

These cookies remember choices you make such as the country you visit our App from, language and search parameters.

11. Google Analytics

Our App uses Google Analytics, which is an analytics service provided by the third party provider Google, Inc. (“**Google**”). Google Analytics is used for the purpose of evaluating your use of our App, compiling reports on App activity and other services relating to website activity and internet usage. The information generated by the cookie about your use of the App is usually transmitted to and stored by Google on servers in the United States. This transfer is covered by Google’s Privacy Shield certification and a separate data processing agreement that we have concluded with Google. In our App we have also activated the IP anonymisation tool “gat._anonymizeIp()” provided by Google to help protect your privacy. This means that your IP address will automatically be shortened after it is collected so it can no longer be connected to you (see <https://support.google.com/analytics/answer/2763052?hl=en>). For more information see https://support.google.com/analytics/answer/6004245?ref_topic=2919631 (information on Google Analytics and data privacy).