

DISPLAYLINK SOFTWARE – END USER LICENSE AGREEMENT

BY DOWNLOADING, INSTALLING OR USING THIS SOFTWARE AND ANY ASSOCIATED MATERIALS (COLLECTIVELY, “THE SOFTWARE”), YOU AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENCE AGREEMENT (“EULA”). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL OR USE THE SOFTWARE.

1. LICENSE:

1.1 This Software is licensed by DisplayLink Corp. (“DisplayLink”) on a non-exclusive, non-transferable basis for use only in conjunction with products which incorporate DisplayLink technology. Use of the Software other than in conjunction with products which incorporate DisplayLink technology is not permitted.

1.2 You may not install, copy, modify, reverse engineer, decompile, disassemble, create derivative works from, rent, sell, distribute, sublicense, offer as a service or transfer any part of the Software except as provided in this EULA or as permitted by applicable law, and you agree to prevent unauthorized copying of the Software.

1.3 This Software utilizes portions of code and software libraries which are subject to other terms and conditions (“Open Source Elements”), and such (“Open Source Elements”)and the applicable terms and conditions are identified in documentation accompanying this Software.

1.4. If you are an end user:

- a. you may install the Software on any personal electronic device owned or controlled by you for your personal use;
- b. you may make a back-up copy of the Software only for the purposes of (i) restoring the Software on a device you have previously installed it on, or (ii) installing the Software on a device which replaces a device you have previously installed it on where the Software is no longer in use on that device.

1.5. If you are a network administrator or IT manager:

- a. you may install the Software on your organization's IT systems and on personal electronic devices owned or controlled by your organization or its staff, for your organization's use;
- b. you may make a reasonable number of back-up copies of the Software only for the purposes of installing or restoring the Software;
- c. you may distribute the Software only within your organization.

2. **NO OTHER RIGHTS.** No rights or licenses are granted by DisplayLink to you, expressly or by implication, with respect to any proprietary information or patent, copyright, mask work, trademark, trade secret, or other intellectual property right owned or controlled by DisplayLink, except as expressly provided in this EULA. All rights not expressly granted are reserved. If you obtained the Software within a country of the European Community, this EULA is subject to any rights available under the European Community Software Directive (2009/24/EC).

3. **OWNERSHIP OF SOFTWARE AND COPYRIGHTS.** Title to all copies of the Software remains with DisplayLink or its suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software. DisplayLink may make changes to the Software, or to items referenced therein, at any time without notice, but is not obligated to support or update the Software. You may not assign or transfer any of your rights or obligations under this EULA to a third party without the prior written consent of DisplayLink. DisplayLink may freely assign or transfer this EULA.

4. USE OF SOFTWARE. You represent and warrant that:

- a. you are not (i) situated in a country has been designated by the U.S. Government as a "terrorist supporting" country or that is subject to a U.S. Government embargo, or (ii) included on any U.S. Government list of prohibited or restricted parties;
- b. you will not (i) use the Software in violation of any applicable laws or regulations, (ii) infringe the intellectual property or other rights of any third party, or (iii) transmit viruses, malware or other harmful or malicious computer code.

5. EXCLUSION OF OTHER WARRANTIES. EXCEPT WITH RESPECT TO ANY WARRANTIES WHICH MAY NOT LAWFULLY BE EXCLUDED, WHICH ARE EXPRESSLY PRESERVED, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DisplayLink does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software. The Software is not error free and is not designed for use in life support or medical monitoring systems, other critical applications or ultra-hazardous activities. Further the Software is not designed to meet standards for military applications. You and your distributors and customers assume the full risk of any such uses and you will indemnify and hold DisplayLink harmless from any claims that arise as a result of such uses.

6. LIMITATION OF LIABILITY. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. IN NO EVENT SHALL DISPLAYLINK OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF DISPLAYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

7. TERMINATION OF THIS AGREEMENT. This EULA will automatically terminate if you violate its terms. Upon termination, you will immediately destroy the Software or return all copies of the Software to DisplayLink. The provisions of clauses 2, 3, 5, 6, 7, 8 and 9 shall survive any termination.

8. APPLICABLE LAWS. Claims arising under this EULA shall be governed by the laws of California, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. You may not export the Software in violation of applicable export laws and regulations. DisplayLink is not obligated under any other agreements unless they are in writing and signed by an authorized representative of DisplayLink. Should a court of competent jurisdiction find any part of this EULA to be invalid or unenforceable, the remainder of this EULA shall continue in full force and effect.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or its successor. Use of the Software by the Government constitutes acknowledgment of DisplayLink's proprietary rights therein. Contractor or Manufacturer is DisplayLink (UK) Limited, 140 Cambridge Science Park, Milton Road, Cambridge, CB4 0GF, United Kingdom.