

This Agreement (the "Agreement") between Barco, Inc. ("Barco") and your company (the "User") sets forth the terms and conditions to use the ClickShare CSE-200 set (the "Demo Unit") for the sole purpose of evaluation for up to four (4) weeks from delivery (the "Demo Period") . By completing the attached form, indicating (via click-through or otherwise) your acceptance of this Agreement, or accepting delivery of or using the Demo Unit(s), User hereby agrees that its use of the Demo Unit(s) shall be subject to the following terms and conditions:

1. User is a business user with a valid Employer ID number (EIN) or its equivalent in Canada or the United States of America. Barco reserves the right to refuse to provide Demo Unit(s) to any user, for any reason, at any time.

2. The Demo Unit(s) shall be delivered by Barco's authorized reseller or distribution partner ("Partner") to User at the address indicated by User, at Partner's risk and expense. Any additional costs for installation, if requested by User, shall be invoiced to User.

3. During the Demo Period, the Demo Unit shall be operated only by the User and its employees and contractors in the normal course of User's business and shall be used only for the intended evaluation purpose and in strict accordance with the operating instructions for the Demo Unit as provided by Barco or Partner. User shall not lend or otherwise make the Demo Unit or any part thereof available to a third party. The User shall not remove or relocate the Demo Unit or any part thereof from its facility without prior written notification to Barco.

4. During the Demo Period, the Demo Unit shall at all times remain the exclusive property of Barco or Partner. Barco or Partner will retain a security interest in the Demo Unit and will be entitled to recover the Demo Unit in the event User violates any term of this Agreement or upon termination of this Agreement for any reason. User shall not remove any logos or identifying marks from the Demo Unit or any related documentation, and shall ensure that the

Demo Unit remains readily identifiable as Barco's or Partner's property on User's premises. In the event a third party (other than Partner) takes, threatens or attempts to take possession of the Demo Unit or any part thereof, the User shall advise Barco thereof without any delay and follow Barco's instructions.

5. Upon expiration or termination of the Demo Period, User shall request a return material authorization number ("RMA") and return the Demo Unit(s) to Partner within fourteen (14) days at User's risk and expense or, subject to approval by Barco and Partner, buy the Demo Unit(s).

6. During the Demo Period and until the moment the Partner takes possession of the Demo Unit upon redelivery by the User, the Demo Unit shall be under the care, custody and control of the User. The User shall, at its own cost and expense, keep the Demo Unit in good condition and proper working order and use no less than a reasonable degree of care to safeguard, maintain and operate the Demo Unit. User shall be liable for any damage to or loss of the Demo Unit while in User's custody and control. In the event of malfunction of or damage to the Demo Unit, User shall immediately contact Partner's customer care service. In case of damage, User agrees to pay the cost for repair, refurbishment, or replacement by a Barco-authorized service technician, pursuant to Barco's standard terms and conditions.

7. This Agreement shall terminate and the User's right to possession and use of the Demo Unit shall immediately cease: (i) upon the end of the Demo Period; or (ii) if any proceeding under any bankruptcy or insolvency laws is instituted by or against the User; or (iii) if the User makes or attempts to make any assignment of its property for the benefit of its creditors. Barco may, at its option, terminate this Agreement immediately by written notice if: (a) User violates any of the terms of this Agreement; or (b) User attempts to enter into an agreement for multiple Demo Periods, engage Demo Units specifically for use at an event or engagement, or otherwise use the Demo Units to circumvent the need to purchase Clickshare

products.

8. At the end of the Demo Period, User may be given the option to buy its Demo Unit(s) (or a different ClickShare CSE-200 set) by issuing a sales order to Partner or another Barco-authorized distributor or reseller pursuant to Barco's standard terms and conditions.

9. User shall return the Demo Unit to Partner in the same condition in which it was issued. If the Demo Unit or any part thereof is not returned or is returned in a damaged or defective state, Barco or Partner shall invoice the list price of the Demo Unit or any part thereof to User without need of a separate purchase order or other formality. The remedies under this section are in addition to and not exclusive from any other remedies available under this Agreement, by law or in equity.

10. User shall, at its care and expense, subscribe and maintain operative during the Demo Period an insurance policy covering (i) any bodily injury to User's employees, officers, directors or any other third party caused by or resulting from the Demo Unit or in connection therewith; (ii) any loss of or damage to any and all property of User or User's employees, officers and directors or any other third party caused by or resulting from the Demo Unit or in connection therewith; and (iii) any loss of or damage to the Demo Unit or any part thereof.

11. User shall indemnify and hold harmless Barco, its affiliates, employees, officers and directors against any and all claims, actions, suit or proceedings, liabilities, damages, losses, penalties or fees, costs, and expenses, asserted against or incurred against Barco or its affiliates, employees, officers and directors in connection with User's possession or use of the Demo Unit. To the maximum extent permitted by law, Barco's exclusive liability and User's exclusive remedy for any and all claims as to the Demo Unit shall be limited to the value of the Demo Unit. No limitation applies for liability in relation to death or personal injury caused by Barco's

gross negligence, willful misconduct, or intentional acts.

12. User agrees not to disclose any confidential information received from Barco, whether oral or written or in other tangible or intangible form, to any employees who do not have a specific need to use such information or to any outside party (including contractors) without prior written consent of Barco. The obligations of confidentiality shall not apply to information which is in the public domain at the time of disclosure or which enters the public domain without fault or breach of User. Without limitation, confidential information shall encompass any and all business, financial, marketing, commercial and/or technical information, know-how, trade secrets, inventions, processes, software programs (in source code or compiled form), hardware and software product information and research programs disclosed under this Agreement.

13. Any patents, trademarks, copyrights, trade secrets and/or any other intellectual property rights and/or any proprietary or confidential information related to the Demo Unit, whether existing prior to the date of this Agreement or developed thereafter, shall remain the property of Barco or its licensor, as the case may be, and nothing herein shall be construed as conferring on the User, its successors or assigns by implication or otherwise, any right, title or interest in, or any license under any intellectual property right, confidential information or other trade secret.

14. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any and all prior oral or written communications between the parties relating to the subject matter hereof.

15. Each party shall be and shall act as an independent contractor and not as an agent, partner of, or joint venturer with the other party for any purpose and neither party shall have the right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

16. Any delay or failure by either party to enforce its rights under this Agreement shall not operate as a waiver of such rights.

17. This Agreement shall inure to the benefit of the parties, their respective representatives, heirs, successors and assigns. This Agreement may not be assigned by the User without prior written consent of Barco.

18. This Agreement shall in all respects be governed by the laws of the State of New York, without recourse to its conflict of law principles. All disputes arising out of or in connection with this Agreement, shall be exclusively referred to the local, state, or federal courts sitting in the Southern District of New York, but without prejudice to enforcement of any judgment or order thereof in any other jurisdiction.