

These terms and conditions (the “Agreement”), between Barco and You (the “User”) sets forth the terms and conditions to use the ClickShare Hub Pro and alliance partner device set (the “Demo unit”) for the sole purpose of evaluation for up to 90 days from delivery by Barco’s service partner (the “Demo Period”) before deciding to buy a ClickShare Hub Pro and alliance partner device set.

User hereby agrees that the Demo Units on loan shall be subject to the following terms and conditions:

1. The proof of concept program is only available for professional users with a valid VAT number in the mainland of the following countries: Austria, Belgium, Czechia, Denmark, Estonia, Finland, France, Germany, Hungary, Ireland, Italy, Luxemburg, Netherlands, Poland, Spain (excluding Canary Islands and Balearic Islands), Sweden, Switzerland, United Kingdom and United States.
2. During the Demo Period, the Demo Unit shall be operated by the User only and shall be used only for the intended evaluation purpose and in strict accordance with the operating instructions for the Demo Unit. User shall use the Demo Unit and/or any part thereof in the normal course of User's operations. 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
3. During the Demo Period, the Demo Unit shall at all times, remain the exclusive property of Barco. User shall ensure that the Demo Unit in its possession shall at all times be readily identifiable by Barco as Barco's property on User's premises. In the event a third party claims to have any right, takes, threats 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.
4. During the Demo Period and until the moment of redelivery by the User of the Demo Unit, 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, to 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 until the redelivery. The User shall immediately contact the customer care service of Barco's service partner. In case of damage, the User agrees to pay the cost for repair/refurbishment at Barco's terms (unless otherwise agreed in writing). Should they be required, repairs, swaps or potential updates/upgrades of the Demo Unit are to be performed exclusively by a Barco authorized service technician.
5. Barco's service partner shall deliver the Demo Unit to the agreed upon location at its cost and risk. Any additional operational costs or expenses (e.g. transport, installation, etc) may be invoiced as agreed upon. Notwithstanding the foregoing, Barco shall pay for the transportation cost of the demo unit to the User and for the costs of the return label as well.
6. This Agreement shall terminate and the User's right to possession of the Demo Unit shall immediately cease: (i) upon the end of the Demo Period; or, (ii) if the User defaults on any of the terms of this Agreement; or, (iii) if any proceeding under any bankruptcy or insolvency laws is instituted by or against the User; or, (iv) the User makes any assignment of its property for the benefit of its creditors.

7. At the end of the Demo Period, the User shall be given the opportunity to buy a ClickShare Hub Pro and alliance partner device set by issuing a sales order to a Barco authorized reseller at the then prevailing and agreed terms and conditions.

8. Upon expiration or termination of the Demo Period, the User shall return the Demo Unit to Barco's Service Partner in good condition. To return the Demo Unit, the User must carefully pack all its contents and paste the provided return label on the outside of the box. The package shall then be dropped by the User at a pre-defined collection point so that Barco's Service Partner can collect it. In case of a collection, the collection will only take place on the ground floor of the User's premises. User shall be granted a two (2) weeks grace period to return the Demo Unit. If the Demo Unit or any part thereof is not returned within said grace period, Barco 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.

9. Any Demo Unit which is damaged, not working and/or missing will be invoiced by Barco to the User at list price pursuant to this Agreement, as the case may be in addition to aforementioned indemnity, and without need of a separate purchase order or other formality. The remedies under this clause are in addition to and not exclusive from any other remedies available under this Agreement, by law or in equity. User shall be granted a two (2) weeks grace period to return the Demo Unit.

10. The 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'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. The User shall be liable, indemnify and hold harmless Barco, its employees, officers and directors against any and all claims, actions, suit or proceedings, liabilities, damages, losses, costs and expenses, asserted against or incurred against Barco, its employees, officers and directors as result of bodily injury (including without limitation disability, death and disease) or any property damage caused by or resulting from the Equipment or in connection therewith. 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 the negligence of Barco, willful misconduct, gross negligence, intentional acts or other cases where liability may not be excluded or limited by applicable law.

12. The User agrees not to disclose any confidential information received from Barco, whether oral or written or in other tangible 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 becomes in the public domain without fault or breach of the 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, 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 as of the date thereof, 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. Barco may, without restriction, save, process, use and reuse any data obtained in connection with the sale as stipulated in article 6. Upon request of Barco, User shall promptly inform Barco in writing about the measures which User takes to fulfill its obligations under the applicable data protection laws. Barco shall take suitable technical and organisational measures to protect personal data received from User against loss and unlawful processing. User warrants towards Barco that (i) the data are lawfully obtained from data subjects; (ii) it has provided data subjects all necessary and relevant information with regard to the processing of their data as required under the applicable data protection laws; (iii) the data is lawfully provided to Barco; and (iv) the data processing does not infringe any third-party rights. User agrees that it remains the contact point for data subjects and that it will inform data subjects hereof. User ensures that the personal data provided to Barco will be up-to-date and relevant for the sale. User undertakes to inform Barco of any request of a data subject to rectify or to erase its data or to limit the processing of its data. User shall indemnify and keep indemnified Barco against all claims, proceedings or actions brought by a competent public authority or an individual against Barco arising out of any breach by User or any of its processors of any third party rights or its obligations under applicable data protection laws.

15. 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.

16. Each party shall be and shall act as an independent contractor and not as an agent, partner of, or joint venture 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. Neither party is intended under this Agreement to be a sales agent.

17. Any delay or refraining by either party from enforcing its rights under this Agreement shall not operate as a waiver.

18. 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.

19. In no event shall Barco be precluded from doing any other business either similar to or outside the scope of this Agreement. It is specifically understood that all other business of Barco's core practice shall continue without restriction created by this Agreement.

20. This Agreement shall in all respects be governed by the laws of Belgium, 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 courts of Kortrijk - Belgium, but without prejudice to enforcement of any judgment or order thereof in any other jurisdiction.