

# End-User License Agreement

Last Revised: May 31, 2021

This End-User License Agreement (“EULA”) is between you (the “End-User” or “You” or “Your”) and Veeko, Inc., (“Veeko” or “We”). This EULA governs the End-User’s use of the Veeko website (“Site”), the End-User’s use of and/or download of the application, including any upgrade or update, and the use of any online services and mobile applications Veeko provides (“Services”).

## Terms of Use

1. **This Agreement.** This EULA constitutes a binding contract between Veeko and the End-User. If You do not accept the terms of use (“TOU”) in this EULA, you may not use the Software and Services. By accessing and using the Site and/or Services, and/or by downloading and/or using the Software, You agree to be bound by all the TOU this EULA sets forth.

1. **Age.** If You are less than thirteen (13) years old, or at least thirteen (13) years old but are a minor where You live, then Your parent or legal guardian must accept this EULA on Your behalf and approve Your use of the Software.
  2. **State of Governing Law.** In all respects, this Agreement shall be deemed to have been made and shall be governed by the laws of the State of **California**. The Supreme Court of **California** shall be the venue of any dispute that may arise under this Agreement.
  3. **Provision Invalidity.** Should a court of competent jurisdiction hold any provision of this EULA to be invalid, the remaining provisions shall still remain in full effect.
  4. **Non-transferability, non-assignability.** Without the prior written consent from Veeko, the obligations and rights You have under this EULA may not be assigned or transferred.
  5. **Communication.** Notices may be sent by mail, fax, or email address to the street address, fax number, or email You most recently provide; the communication shall be deemed effective upon transmission.
  6. **Supersession.** This EULA, as well as any updates posted on Veeko’s website set forth the entirety of the agreement between You and Veeko, superseding any and all prior agreements between You and Veeko.
2. **License.** Veeko hereby grants you a personal, limited, non-exclusive, non-transferable, non-sublicensable license to the Software and Services subject to the TOU of this EULA.
  3. **Your Veeko Account.** You will need to create an account to use the Software. Safeguarding your Veeko login information and Your account is Your responsibility; if You discover any unauthorized activity on Your account it is Your responsibility to notify Veeko immediately.
  4. **Improper Installation.** If Veeko’s Service is installed on Your devices illegally, You should terminate Your Services immediately. Veeko shall not be held responsible or liable for any damages resulting from improper installation or use of the Services.
  5. **Restriction of Use.** The Software, Site and Services shall not be used for research projects or commercial purposes.
  6. **Ownership.** Veeko is the sole owner of all right, title, and interest in the Software, Site and Services, including and without limitation all patent rights, copyrights, trademark and service mark rights, trade secret rights and other intellectual property rights; You may only use such items as expressly permitted hereunder.
  7. **Copyright.** Should You infringe on the intellectual property or copyright of others, Veeko has the right to terminate Your account. In keeping with the Digital Millennium Copyright

Act of 1998, Veeko will respond to copyright infringement claims committed using Veeko as reported to our Designated Copyright Agent: [legal@veeko.com](mailto:legal@veeko.com).

8. **Use of Services.** The Software, Site and Services may only be used by You as permitted by law, including all applicable international, federal, state, or local laws and regulations. You may not: Interfere with access of any user, network or host, including introducing any virus to, flooding, mail-bombing, spamming, or overloading Veeko, or introducing any other content or material that is technologically harmful or malicious; Use a denial-of-service attack or a distributed denial-of-service attack to attack Veeko; access, use, or tamper with Veeko's computer systems, areas of Veeko that are non-public, or Veeko's providers' delivery systems; Reverse engineer, decompile, decipher, or disassemble software used by Veeko; Breach, probe, scan, or test any authentication or security measures or the vulnerability of any Veeko system; Violate others' privacy; And other such examples that violate laws and regulations or other attempts to disrupt or interfere with the working of Veeko. You further may not encourage, attempt to encourage, enable, or attempt to enable others to do any of the above. Veeko has the right to investigate any violations of these Terms, as well as to consult and cooperate with relevant authorities to prosecute any user or users who violate the law.
9. **Termination.** You may cancel your account at any time. Your access to the Software, Site or Services, may also be terminated or modified at Veeko's sole discretion. This may be done without prior notice at any time if You use the Software, Site or Services in a way that could cause Veeko legal liability, if You fail to comply with these TOU, or if you or interfere with others' ability to use the Software, Site or Services. Should Veeko terminate or suspend Your use of the Software, Site or Services, Veeko will make reasonable efforts to inform You in advance and allow You retrieve data. However, there may be cases (such as flagrant violations) in which Veeko will choose to immediately suspend Your account immediately without prior notice or further assistance.
10. **Updates.** Veeko reserves the right to update the TOU at any time and without notice. You can view the most updated version of the TOU at any time by clicking on the "Terms of Use" link on the Site. If You continue using the Software after the time that revisions have come into effect, You are automatically agreeing to the revised TOU. Stop using the Software if You wish to not agree to the revised TOU. The current version of this EULA can be viewed at <https://www.veeko.com/eula>, the current version of the Privacy Statement can be viewed at <https://www.veeko.com/privacy>, and the current version of Terms of Service can be viewed at <https://www.veeko.com/terms>. You are responsible to stay updated on any changes since You shall be bound by the latest version of the Terms of Service, Privacy Statement, and EULA.
11. **Access to Services.** Should Veeko be unable to make access available for reasons beyond its control, Veeko will communicate to You the reasons for, and expected duration of the outage. Although Veeko shall attempt, within the limits of what is commercially reasonable, to back up all Customer data, should there be a disaster, You may have to reconfigure the Services to get them back to where they were before the outage. Internet connectivity has inherent risks, and these could lead to a loss of privacy or confidential information. Along with third party service providers, Veeko has implemented and maintained commercially reasonable organizational and technical security measures meant to fulfill objectives that include, but are not limited to, the following: ensuring confidentiality and security of Your data in Veeko or our third party service providers, guarding against use of Your data or unauthorized access to it, protecting against threats to the security of Your data, using https to encrypt Your data and content during transmission by Veeko and third party service providers, ensuring appropriate return or disposal of Your data in accordance with the foregoing, and so on. Nonetheless, Veeko cannot guarantee that no unauthorized third parties will ever be able to overcome those measures and access you data for its purposes.

12. **Simultaneous Use.** Veeko users can access their account using their login information on up to two devices simultaneously. Any of the user's purchased programs can be watched concurrently on both these devices.
13. **Disclaimers.** The software is provided "as is", and Veeko disclaims all warranties with regard to the software whether express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose or use, satisfactory quality, or quiet enjoyment. Veeko does not warrant that the use of the software will be uninterrupted or error free or that the software does not contain any viruses. Veeko will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the software. This warranty disclaimer is a fundamental element of the basis of the bargain between you and Veeko. Veeko would not provide the software absent such disclaimer. No representations or warranties are made by any of Veeko's customers or suppliers under or by virtue of this agreement. If you are dissatisfied with any portion of the software, or with any of these terms, your sole and exclusive remedy is to discontinue using the software. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.
14. **Liability Limitation.** Veeko or its affiliates shall in no event be liable for any consequential, incidental, indirect, or special damages (such as data loss, damages for interruption of business, lost profits, and so on) regardless of the form of action, whether in tort (including without limitation negligence), contract, product liability, or other theory, even if advised of such damages being a possibility. Any cumulative liability of Veeko arising out of this agreement shall in no way surpass the money amount paid to Veeko in regards to the software giving rise to the claim. The foregoing limitation and exclusion may not apply to You, as some jurisdictions do not allow the limitation or exclusion of incidental or consequential damages. Limitation of liability serves as a foundational element in the bargain between you and Veeko; it will apply regardless of failure of essential purpose of any limited remedy herein set forth. Without such limitation, Veeko would not provide You the Services and Software.
15. **Privacy.** Veeko values Your privacy and takes the security and protection of Your user information very seriously in accordance with our privacy statement. The Privacy Statement, currently posted at <https://www.Veeko.com/privacy> ("Privacy Statement") is by this reference incorporated into this EULA. You hereby agree to the use of Your data in accordance with Veeko's Privacy Statement.
16. **Paid Subscription Terms.** The following subscription terms shall apply to You if You purchase a subscription to the Services via the Site ("Online Subscription") or pursuant to any ordering document ("Order Form Subscription"):
  1. **Billing and Payment.** If You purchase a subscription to the Services via debit card, credit card, or other payment card (collectively, "Credit Card"), You hereby authorize Veeko (or its designee) to, in accordance with the applicable Online Subscription or Order Form Subscription, charge your Credit Card. If, for any reason, Your payment is not successfully settled, You shall be responsible for any remaining amounts not remitted to Veeko.
  2. **Taxes and Fees.** All sales, use, value added, or taxes of any kind, besides those taxes based on Veeko's net income, are Your responsibility. Any fees related to payment, such as Credit Card processing fees or wire transfers are Your responsibility as well.
  3. **Expenses.** All expenses or expenses related to using or accessing the Services that are extrinsic to the Services are Your responsibility, including but not limited to, Your internet service provider fees.
  4. **Late Payments.** Late payments will be subject to charges of either 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (in

addition to the costs of collection). Should you fail to promptly pay outstanding fees, Your subscription may be terminated by Veeko.

5. **Subscription Term.** The Services are provided for a term defined in the Order Form Subscription or Online Subscription, as applicable (each, a "Subscription Term").
6. **Renewals.** For Order Form Subscriptions, each Subscription Term will renew automatically for an additional Subscription Term equal in length to the original Subscription Term, unless a cancellation is requested in writing at least thirty (30) days prior to expiration of the then-current Subscription Term. For Online Subscriptions, each Subscription Term will renew automatically for an additional Subscription Term equal in length to the original Subscription Term. You can cancel Online Subscriptions directly at [Veeko.com](http://Veeko.com).
7. **Cancellation.** You may at any time cancel Your subscription. You are responsible, however, for any late payments, as well as advance payment of the entire Subscription Term. Your payment obligations for the Subscription Term are non-cancelable. Fees are deemed non-refundable in accordance with the Subscription Term purchased, not the actual usage.

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