

**Subscription Services SUPPLEMENT**  
**(FLEXIBLE ACCESS 25)**



**Version:** v.3.10 MAY 2025

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**1. GLOSSARY**

1.1. Words and phrases in this Supplement beginning with a capital letter shall, except where the context expressly requires otherwise, have their respective meanings given below:

<b>Agreement</b>	the binding contract between Vizrt and the Customer for the provision and receipt of the Vizrt Subscription Service set forth in an Order Form, as amended by this Supplement.
<b>Effective Date</b>	the date that this Supplement, or the Order Form incorporating this Supplement, is last signed by the parties.
<b>Cloud Portability</b>	means a license that enables the end user(s) to operate the software in a virtual environment of Customer's choosing, where an equivalent number of on-premises licenses are exchanged for cloud-based licenses
<b>Licence</b>	a non-exclusive, non-sublicensable, non-transferable, limited, and revocable and/or terminable (to the extent permitted under the Agreement) right to permit authorised users to access and use the Vizrt Software (including the related documentation and updates and releases made available from time to time as part of Vizrt Support and Maintenance) for the Subscription Period described in the Order Form.
<b>Licence Report Template</b>	the report template made available from Vizrt from time to time.
<b>Order Form</b>	Vizrt's quotation or order form document (which may be in digital form) for the Vizrt Subscription Service.
<b>Product Family</b>	<p>The following Vizrt Software categories are each, a "<b>Product Family</b>":</p> <ol style="list-style-type: none"><li>1. <b>Render Engines</b> (e.g., Production SDI Engines, Videowall Engines, AR Engines);</li><li>2. <b>Control Tools</b> (e.g., Trio, Multiplay, Director (with Preview)).</li></ol> <p>For the avoidance of doubt, the following Vizrt Software is not included within the Swap Rights:</p> <ol style="list-style-type: none"><li>1. all back-end infrastructure (e.g., Graphic Hub, MOS, and Pilot Server);</li><li>2. Viz One; and</li><li>3. Viz Mosart.</li></ol>
<b>Service Level Agreement</b>	the document describing the service levels applicable to the Vizrt Subscription Service as referred in, or incorporated into, the Order Form.
<b>Subscription Period</b>	an initial term of, at least, three (3) years, unless expressly stated otherwise in the Order Form. Following the initial subscription period, the subscription shall automatically renew for additional one-year subscription periods, unless notice of termination is received from a party 60 days prior to the start of the new subscription period.
<b>Swap Right</b>	a reconfiguration of Licences purchased on or after the Effective Date within the same Product Family.
<b>Use Restriction</b>	<p>means:</p> <ol style="list-style-type: none"><li>1. the number of user subscriptions purchased in the Order Form; and/or</li><li>2. other use limitation(s)/metric(s)/restriction(s) applicable to the Licence,</li></ol> <p>in each case, as specified in the Order Form.</p>
<b>Vizrt Software</b>	the software platform and/or solution defined in the Order Form and described in the Vizrt Software Specification.

<b>Vizrt Software Specification</b>	the document describing the technical and functional specification(s) for the relevant Vizrt Software as referred in, or incorporated into, the Order Form.
<b>Vizrt Subscription Service</b>	means, as specified in the Order Form, the provision of: <ol style="list-style-type: none"> <li>1. Vizrt Software; and</li> <li>2. Vizrt Support and Maintenance.</li> </ol>
<b>Vizrt Support &amp; Maintenance</b>	the provision of: <ol style="list-style-type: none"> <li>1. troubleshooting and incident/problem classification, response, and resolution services; and</li> <li>2. upgrades, maintenance releases, improvements, versions, or enhancements to the Vizrt Software,</li> </ol> <p>in each case, to the extent described in the Vizrt Support Specification, together with Appendix 1, by reference to the level of Vizrt Support purchased in the Order Form (e.g., Flexible Access 25 support).</p>
<b>Vizrt Support Specification</b>	the document known as the " <i>Vizrt Software Maintenance and Support Handbook</i> " describing the Vizrt support and maintenance to be provided by Vizrt in connection with the relevant Vizrt Software as referred in, or incorporated into, the Order Form, as supplemented by Appendix 1.
<b>Vizrt Subscription Service</b>	means, as specified in the Order Form, the provision of: <ol style="list-style-type: none"> <li>1. Vizrt Software; and</li> <li>2. Vizrt Support and Maintenance.</li> </ol>

## **2. SWAP RIGHT(S)**

- 2.1. The Customer may, during a Subscription Period, request and exercise a Swap Right subject to the following conditions:
  - 2.1.1. a Swap Right may be exercised on no more than two (2) occasions in each successive period of twelve (12) months;
  - 2.1.2. any adjustments necessary to the fees shall be calculated using Vizrt's then-current price list;
  - 2.1.3. the exercise of a Swap Right shall not have the effect of reducing the fees payable under an Order Form;
  - 2.1.4. the Subscription Period for all Licences within the scope of a Swap Right must be aligned (i.e., end on the same date);
  - 2.1.5. the parties shall document and agree any adjustments to the Licences (and relevant Use Restrictions) by:
    - 2.1.5.1. a written amendment to the Order Form; or
    - 2.1.5.2. signing a replacement Order Form (provided that, except as expressly varied in the replacement Order Form, the then current Order Form shall remain un-amended); and
  - 2.1.6. the exercise of a Swap Right shall not:
    - 2.1.6.1. operate to absolve the Customer from past and/or unreported breaches of the Agreement (including relevant Use Restrictions); or
    - 2.1.6.2. operate as a waiver of the Vizrt's rights and/or remedies with respect to a breach of the Agreement (including relevant Use Restrictions).
  - 2.1.7. to qualify for Swap Rights:
    - 2.1.7.1. the Agreement must be for a term that meets or exceeds the initial Subscription Period;
    - 2.1.7.2. all sums that have become due and owing to Vizrt under any agreement have been paid in full (without deduction or setoff).

## **3. PEAK USAGE**

- 3.1. The Customer may, during the Subscription Period, request and exercise a temporary increase and amendment to the Use Restrictions subject to the following conditions:
  - 3.1.1. a temporary increase to the Use Restrictions may be exercised on no more than two (2) occasions in each successive period of twelve (12) months and on giving Vizrt not less than thirty (30) business days' advance written notice, unless otherwise agreed in an Order Form; and
  - 3.1.2. the increase to the Use Restrictions shall:
    - 3.1.2.1. apply for a maximum period of two weeks (14 successive calendar days) or as otherwise agreed in an Order Form; and
    - 3.1.2.2. be capped at 10% of the existing Licence entitlement (e.g., the current instal base).

## **4. LICENSE VERIFICATION**

- 4.1. In addition to Vizrt's rights and the Customer's obligations relating to information gathering and audit under the Agreement, the Customer shall:
  - 4.1.1. prepare, update, and continuously maintain a licence report using the Licence Report Template; and
  - 4.1.2. provide Vizrt, on an annual basis, with a copy of the licence report promptly following a request given from time to time and, in any event, within five (5) business days of the end of each annual term during a Subscription Period or following termination or expiration of the Agreement.

## **5. HOSTING**

- 5.1. Upon receipt of Customer's request, Vizrt will enable Cloud Portability for use of the Vizrt Software in a public, private, or hybrid cloud platforms to (i) to use of the software in the designated cloud environment and (ii) support the technical requirements of cloud deployment, subject to the following:
  - 5.1.1. such request will be documented in accordance with the process set forth in section 2.1.5;

- 5.1.2. Cloud Portability may be requested on no more than two (2) occasions in each successive period of twelve (12) months, unless otherwise agreed in an Order Form;
- 5.1.3. the installation, deployment, and configuration of the Vizrt Software in the cloud environment shall be the sole responsibility of the Customer. Alternatively, such tasks may be contracted to Vizrt as a separate professional services engagement, subject to a distinct scope of work and pricing, as set forth in an Order Form;
- 5.1.4. Customer is responsible for securing all data processed using the Vizrt Software in the cloud environment, including implementing appropriate access controls, encryption, and security; and
- 5.1.5. the decommissioning and/or return of the on-premises Licenses which shall no longer be used.
- 5.2. Customer may permit services providers to host, manage and access the Vizrt Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to Customer in connection with the business of Customer for which the Software is herein licensed provided:
  - 5.2.1. these rights will continue only while Customer and such services provider have in place a written agreement that includes provisions requiring such services provider's compliance with the terms of this Agreement, in all material respects, prior to such access, including without limitation non-disclosure of Vizrt Confidential Information;
  - 5.2.2. such services provider shall be permitted to use the Vizrt Software solely to host, install and configure the Software for the internal business purposes of Customer as set forth herein (or in the case of a disaster recovery vendor, to provide disaster recovery services only);
  - 5.2.3. under no circumstances may such services provider use the Software to operate or provide processing services to any other party, or in connection with such services provider's own business operations; and
  - 5.2.4. Customer shall be responsible for any additional migration tools, or third-party software needed to (i) effect such transition to the service provider's hosted instance or (ii) benefit from the hosting and processing services provided.

## **6. USE OF VIZ DESIGNER LICENSES**

- 6.1. Upon receipt of Customer's request, Vizrt will provide the Customer with individual Viz Designer Licenses (with watermarked output) to support creative design workflows, where such request is documented as set forth in section 2.1.5. The Viz Designer Licenses are subject to the following:
  - 6.1.1. deployed on the Customer's designated license server(s);
  - 6.1.2. used exclusively for internal design and development purposes; and
  - 6.1.3. may not be used for production output or redistributed outside the Customer's organisation.

## **7. SUPPORT & MAINTENANCE**

- 7.1. The Customer shall be entitled to receive Support and Maintenance for Vizrt Software during the Subscription Period.
- 7.2. Support is:
  - 7.2.1. described in the Vizrt Support Specification, together with Appendix 1.

8. EXECUTION

8.1. This Supplement is agreed by the parties through their duly authorised representatives on the Effective Date.

For and on behalf of Vizrt:

**Vizrt Austria GmbH**

Signed.....

Print Name.....

Job Title.....

Date.....

For and on behalf of Customer:

**[INSERT CUSTOMER NAME]**

Signed.....

Print Name.....

Job Title.....

Date.....

## APPENDIX 1

### Vizrt Flexible Access 25 Support Plan – Summary of Offerings

Flexible Access-25		
Contact	24/7 Portal	✓
	24/7 Live Chat	✓
	24/7 Phone Contact	✓
Response Time (including initial assessment)	Critical Response	<30 minutes
	High Response	<1 hour
	Normal Response	<2 hours
Support & Maintenance Services	Licensing and Software Updates	✓
	Viz University	✓
	Remote System Support	✓
	Access to Ideas Portal	✓
	In-warranty Coordination (RMA)	✓
Global support knowledge	Self Service Knowledgebase Access	✓
	Access to Vizrt Community Forums	✓
	Viz Minute “How-To” videos	✓
3 <sup>rd</sup> Line Technical	Availability	8*5
	Contact	Priority
Proactive Support	Collaborative Support Meetings	✓
	Vizrt SaaS Product Support	✓
	Annual Product Dialogues	✓
	Designated Success Manager	✓
	System Health Checks and Consultancy for Maintenance	✓
	Customized Knowledge Transfer	✓