OEM AGREEMENT

Version: v1.0 May 2025

United Kingdom

<u>**OEM AGREEMENT**</u>

FOR

SUPPLIER SOFTWARE

(COMBINED PRODUCT)

This OEM and Distribution Agreement (the "**Agreement**") is made and entered into as of this <mark>DD</mark>th day of <mark>MMYY</mark> (the "**Effective Date**") by and between:

(1)   <mark>**[VIZRT ENTITY.**</mark>, a [corporate jurisdiction] company with [corporate address] (Number: <mark>[company number]</mark>) ("**Vizrt**"); and

(2)   <mark>**[SUPPLIER NAME]**</mark> , a [<mark>corporate jurisdiction</mark>] company with [<mark>corporate address</mark>] (Number: [<mark>company number</mark>]) ("**Supplier**").

<u>**PRELIMINARIES**</u>

Each of Vizrt and Supplier a "**Party**" and together the "**Parties**".

(A)   Supplier has developed certain software product(s) such as <mark>[Supplier product name(s]</mark> and other software comprising the Supplier Software.

(B)   Vizrt desires to license certain of Supplier's software products for the purpose of reselling such software products as embedded applications within Vizrt's products to End Users, either directly or indirectly through Vizrt's partners, Distributors, and authorised re-sellers; and

(C)   Supplier desires to appoint Vizrt to act as a non-exclusive reseller of Supplier 's software products and to work with Vizrt in order to create a Combined Product that bundles, embeds, and/or integrates with Supplier 's software under the terms and conditions set forth in this Agreement, and Vizrt desires to accept such appointment and collaborate with Supplier as provided herein.

(D)   Subject to Section 3.1, the Agreement is a legally binding contract between the Supplier, and Vizrt.

1.   COMMENCEMENT AND TERM

1.1.   This Agreement shall have an initial term commencing on the Effective Date and ending three (3) years thereafter, subject to Section 1.2 (the "**Initial Term**").

1.2.   This Agreement shall be renewed for successive additional one (1) year terms (each a "**Renewal Term**", and together with the Initial Term, the "**Term**")), provided the Parties do not terminate this Agreement in writing at least six (6) months prior to the end of the Initial Term or any Renewal Term.

2.   MUTUAL WARRANTIES

2.1.   Each Party warrants and represents to the other that:

2.2.   it has the requisite power and authority to enter into the Agreement;

2.3.   it has the requisite power and authority to carry out its obligations as contemplated by the Agreement; and

2.4.   there are no actions or suits of proceedings in existence or threatened that might affect its ability to perform its obligations under this Agreement.

3. LICENCES AND DISTRIBUTION RIGHTS

3.1. OEM Licence Grant

Subject to the terms and conditions of this Agreement, Supplier grants to Vizrt, and Vizrt accepts, a non-exclusive, royalty free and fully paid up (except as described in Section 8 (*Fees and Payment*), worldwide and non-transferable right and licence to:

3.1.1.   copy the Supplier Software and incorporate such copy into Vizrt's Products to create Combined Products;

3.1.2.   bundle, embed, integrate the Supplier Software into (and/or use the Supplier Software in connection with) the Combined Products;

3.1.3.   market, distribute, and sublicense, or otherwise permit use of the Supplier Software as part of, or in connection with, the Combined Products directly to End Users or indirectly to End Users through Distributors;

3.1.4.   use internally the Supplier Software for the purposes of bundling, embedding, integrating, testing, servicing, and supporting the Supplier Software as part of the Combined Product; and

3.1.5.   incorporate the Documentation (or portions thereof) into the documentation for the Combined Product that Vizrt will provide to End Users.

3.2. Marketing and Branding

3.2.1.   Subject to the remaining provisions of this Section 3.2, the Supplier brand may appear in the Combined Product.

3.2.2.   Subject to Section 3.2.4, Supplier grants Vizrt a worldwide, non-exclusive, royalty free licence to use the Supplier brand in, and in connection with, the Combined Product and related documentation.

3.2.3.   For the purposes of Section 3.2, the "**Supplier brand**" may include all Supplier proprietary trade marks and service marks (including trade names, business names, brand names, get-up, logos, domain names, and URLs).

3.2.4.   Vizrt shall, when using the Supplier brand:

3.2.4.1.   observe all directions and instructions given by Supplier in relation to the Supplier Brand (including brand guidelines); and

3.2.4.2.   where required by Supplier, obtain Supplier's prior consent and/or approval prior to publishing Combined Products containing the Supplier brand (provided that such consent and/or approval shall not be unreasonably withheld delayed or conditioned).

4. TECHNICAL INTEGRATION

4.1. Integration of Supplier Software.

4.1.1.   Subject to the terms and conditions of Section 9 (Confidentiality), each Party shall provide the other Party with the necessary information and materials so that:

4.1.1.1. the Supplier can modify and/or configure the Supplier Software so that it is properly configured with the Vizrt Software and the Combined Products; and

4.1.1.2. Vizrt can modify and/or configure the Vizrt Software and the Combined Products so that it/they operate(s) with the Supplier Software,

in each case, as envisaged by this Agreement.

4.1.2. The Parties will discuss the product roadmap and agree on new features and software components to be added to the Combined Products.

4.1.3. Supplier will not, without Vizrt's prior written approval or mutual amendment of the Specifications, modify, remove, or substitute any existing software components of, or include or incorporate any new software components in, the Supplier Software.

4.1.4. Each Party shall be responsible for its own costs incurred in connection with this Section 4.1.

4.2. Ownership of Modifications to Supplier Software and Vizrt Products.

The Parties agree that:

4.2.1. subject to Section 4.2.2, all enhancements and modifications made to the Supplier Software and/or Documentation (collectively, the "**Supplier Derivatives**"), and all Intellectual Property Rights therein, shall (immediately on creation) be owned by Supplier;

4.2.2. any software (or other programming interface) created by Vizrt in order to bundle, embed, or incorporate the Supplier Software into the Combined Products shall be a Vizrt Derivative;

4.2.3. all enhancements, modifications, and derivative works made to the Vizrt Products (but excluding the Supplier Software) (collectively, the "**Vizrt Derivatives**"), and all Intellectual Property Rights therein, shall (immediately on creation) be owned by Vizrt;

4.2.4. if and to the extent the:

4.2.4.1. Supplier Derivatives do not vest automatically in Supplier by operation of law or under this Agreement; or

4.2.4.2. Vizrt Derivatives do not vest automatically in Vizrt by operation of law or under this Agreement,

then Vizrt or Supplier (as the context requires) holds title in the Supplier Derivatives or Vizrt Derivatives (as the case may be) on trust other Party and shall take all steps necessary to assign, promptly and without undue delay, such Intellectual Property Rights to the other Party on request; and

4.2.5. each Party irrevocably and unconditionally waives (and shall procure that its representatives irrevocably and unconditionally waive) all moral rights in respect of rights that it has assigned under this Agreement which may arise

under the Copyright Designs and Patents Act 1988, or under similar laws in force from time to time in any part of the world.

4.3. Testing

4.3.1. The Parties shall jointly conduct all testing that is necessary to determine if the Supplier Software, when combined for use as part of the Combined Product, operates in accordance with the mutually agreed upon functionality levels contemplated for commercial release (including as documented in the Documentation and/or Specification).

4.3.2. Such testing may include but shall not be limited to:

4.3.2.1. initial testing on a pre-distribution copy (such as "*Alpha*" and "*Beta*" releases) of the Supplier Software/Combined Product; and

4.3.2.2. final testing on a distribution copy (such as "*Release Candidate*" and "*Gold Master*") of the Supplier Software/Combined Product.

4.3.3. The Parties shall bear their own costs and expenses in connection with the testing obligations under this Section 4.3.

5. INTELLECTUAL PROPERTY

5.1. Ownership by Supplier

5.1.1. This Agreement does not assign to Vizrt any ownership rights in any Supplier Software.

5.1.2. Vizrt recognises Supplier's rights in the Supplier Software and in the Intellectual Property rights therein.

5.1.3. Vizrt agrees that, as between Vizrt and Supplier, Supplier shall retain ownership of, and title to the Supplier Software, Documentation, and Training Materials, and in each case to the related patents, copyrights, trademarks, trade secrets and other Intellectual Property rights.

5.2. Ownership by Vizrt

5.2.1. This Agreement does not assign to Supplier any ownership rights in any Vizrt Products (including Vizrt Derivatives) or grant any rights to Supplier with respect to any Vizrt Products (including Vizrt Derivatives or Combined Products).

5.2.2. Supplier recognises Vizrt's rights in the Vizrt Products (including Vizrt Products) and in the Intellectual Property rights therein.

5.2.3. Supplier agrees that, as between Vizrt and Supplier, Vizrt shall retain ownership of, and title to, the Vizrt Products, the Vizrt Derivatives and any ideas and know how independently developed by Vizrt, its Affiliates, or Distributors without breach of the licences granted herein and confidentiality obligations in this Agreement.

6. DELIVERY; LICENCE KEY PROCESS

6.1. Delivery

Supplier shall:

6.1.1.   within seven (7) business days from (and including) Effective Date; and

6.1.2.   within seven (7) days from (and including) the release of each Maintenance Release,

deliver or make available to Vizrt the Supplier Software (as updated), Documentation, and Training Materials, and the licence keys required under Section 6.2 provided that, notwithstanding the foregoing, Supplier shall provide Maintenance Releases designed to fix and/or patch known security vulnerabilities without delay and within 24 hours of their creation.

6.2.   Licence Key Process

If Supplier requires licence keys to initially enable the functionality of the Supplier Software, Supplier shall promptly provide Vizrt with a master key (or ability to generate its own keys).

6.3.   No Security Mechanism

Supplier represents and warrants that it shall not, either now or in the future, perform any actions or include in the Supplier Software any software, hardware, electronic or other security mechanism, including password, CPU serial number validation or dependency, electronic initialization protection, time dependent execution and the like, nor any disablement, deinstallation, deactivation, damage, or deletion mechanism that hinders Vizrt's ability to use or physically and electronically transport the Supplier Software as allowed under this Agreement, or otherwise exercise its rights under this Agreement, except for licence keys authorised under Section 6.2.

6.4.   Access to Beta Software

6.4.1.   To a mutually agreed schedule prior to release, Supplier agrees to provide Alpha and Beta builds as required for testing by Vizrt QA.

6.4.2.   These builds must be tested to the best of Supplier's ability prior to issue.

6.4.3.   If Vizrt QA testing fails, Supplier agrees to amend and issue updated Betas until Vizrt QA ix passed.

6.4.4.   Following successful testing of Alpha/Beta software, Supplier agrees to issue Vizrt with Release Candidate for testing, and finally Gold Master software for release and distribution.

7.   TECHNICAL SUPPORT

7.1.   Support

7.1.1.   As between Vizrt and Supplier, Vizrt will provide 1st line Technical Support to all End Users that purchase the Combined Products from Vizrt or the Distributors.

7.1.2.   The Parties agree that, where an End User has entered into a written agreement with Vizrt for Technical Support concerning the Combined Products, then subject to written agreement of the relevant Fees, Supplier will provide Vizrt with 2nd and 3rd line Technical Support as described in the Vizrt Global Support Handbook for [PERIOD]. [**Drafting Note:** Technical Support Period to be included].

7.1.3.   The service descriptions and service level response and resolution times for 1st, 2nd and 3rd line Technical Support shall be as described in the Vizrt Global Support Handbook.

7.2.   Integration and Training

7.2.1.   Supplier will provide Vizrt with training, Training Materials, and technical support for the initial integration of the Supplier Software with the Vizrt Products, in accordance with Schedule C(2).

7.2.2.   The training will be sufficient to enable Vizrt to integrate, sell, implement and provide primary product and technical support on the Supplier Software to its End Users.

7.3.   Maintenance Releases

Supplier shall provide Vizrt, when commercially available, all Maintenance Releases so that Vizrt can provide such Maintenance Releases to the End Users as part of the Technical Support provided by Vizrt to the End Users.

7.4.   Notice for End of Life

Supplier shall, subject to the continuation of applicable Fees, provide Vizrt with at least two (2) years' written notice prior to discontinuing maintenance and support services relating to the Supplier Software, including Maintenance Releases for all customers ("**End of Life**"), for any of the Supplier Software or any feature thereof.

8.   FEES AND PAYMENT

8.1.   Fees

The Fees payable for the Supplier Software (and related Technical Support) purchased by Vizrt for resale under this Agreement and for each copy of the Supplier Software that is incorporated into a Combined Product and sold by Vizrt to End Users or through Distributors, shall be as specified in Schedule E.

8.2.   Payment Terms

8.2.1.   All undisputed invoices for Fees raised by Supplier will be due for payment thirty (30) days from the date Vizrt receives Supplier invoice.

8.2.2.   [All invoices will be raised, and payments will be made, in Euros.]

8.3.   Taxes

8.3.1.   All Fees are exclusive of VAT or other taxes which may be payable by Vizrt at the rate and in the manner from time to time prescribed by applicable law.

8.3.2.   Value added tax shall be added to Supplier invoice(s) at the appropriate rate (if applicable).

8.3.3.   If any payment in respect of any invoice for Fees is subject by applicable laws to any withholding tax then:

8.3.3.1.   Vizrt will make payment to Supplier of the amount owing less a deduction for such withholding tax and will account to the relevant taxation authority for the appropriate withholding tax;

8.3.3.3.   on written request from Supplier to Vizrt, and at Supplier's expense, the Vizrt will provide any necessary evidence that may be reasonably required of the payment of the relevant withholding tax.

9. CONFIDENTIALITY

9.1. Definitions

"**Confidential Information**" means:

9.1.1.   any non-public technical or business information of a Party, including without limitation, any information relating to a party's techniques, algorithms, software, know-how, current and future products and services, research, engineering designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; and

9.1.2.   any other information of a Party that is disclosed in writing and is conspicuously designated as "*Confidential*" at the time of disclosure or that is disclosed orally and is identified as "*Confidential*" at the time of disclosure; or

9.1.3.   the specific terms and conditions of this Agreement.

Confidential Information shall include any of the information in Sections 9.1.1 to 9.1.3 above and relating to the transactions contemplated by this Agreement that was disclosed by one Party to the other party prior to the Effective Date.

9.2. Exclusions

The obligations set out in Section 9.3 shall not apply to Confidential Information which:

9.2.1.   is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party, including without limitation, the content of any Open Source Program;

9.2.2.   the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality;

9.2.3.   is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information or otherwise in breach of this Agreement;

9.2.4.   the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure; or

9.2.5.   is required to be disclosed pursuant to, or by, any applicable laws, court order or other legal process to do so, provided that the receiving Party shall, promptly upon learning that such disclosure is required, give written notice of such disclosure to the disclosing Party.

9.3. Obligations

9.3.1. Each Party shall maintain in confidence all Confidential Information of the disclosing Party that is delivered to the receiving Party and will not use such Confidential Information except as expressly permitted in this Agreement.

9.3.2. Each Party will take all reasonable measures to maintain the confidentiality of the other Party's Confidential Information, but in no event less than the measures it uses to protect its own Confidential Information.

9.3.3. Each Party will limit the disclosure of such Confidential Information to those of its employees and representatives (which shall include the Distributors) with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement, provided, however, that all such employees and representatives are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein.

9.3.4. The obligations contained in this Section 9.3 shall apply during the Term and for a period of thirty-six (36) months thereafter.

9.4. Injunctive Relief

9.4.1. Each Party understands and agrees that the other Party will suffer irreparable harm in the event that the receiving Party of Confidential Information breaches any of its obligations under this Section 9 and that monetary damages will be inadequate to compensate the non-breaching Party for such breach.

9.4.2. In the event of a breach or threatened breach of any of the provisions of this Section 9, the non-breaching Party, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to seek a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach by the other Party.

10. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

10.1. Supplier Warranties

Supplier represents, warrants, and covenants that:

10.1.1. Supplier has the rights to grant the licences and rights provided herein without breach of agreements with third parties and that Supplier will comply with all, and the Supplier Software shall not violate any, applicable law. Supplier represents that as of the Effective Date it is not aware of any threatened or pending third-party infringement claims with respect to the Supplier Software, Documentation, or Training Materials;

10.1.2. Supplier has performed all material requirements and material conditions imposed on it by the open-source licence agreements governing the Open Source Programs (including without limitation all copyright notice distribution,

warranty waiver distribution, licence distribution as well as all other like notice and document distribution and publishing requirements);

10.1.3.   Supplier will promptly notify Vizrt in the event it comes to Supplier's knowledge that: (i) it is not compliant with, or is in breach of, any licence term or agreement governing the use of an Open Source Program; or (ii) the Supplier Software contains or incorporates any open source software that is not identified hereunder as an Open Source Program. With respect to either (i) or (ii) above, Supplier will immediately confer with Vizrt prior to implementing any Combined Product regarding any proposed action to modify, remove or substitute any Open Source Program;

10.1.4.   the Supplier Software does not contain any code subject to the GNU General Public License (**"GPL"**), "*copyleft*" licence, or any other licence that requires as a condition of use, modification and/or distribution of such code that other software incorporated into, derived from or distributed with such code be: (i) disclosed or distributed in Source Code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Supplier represents and warrants that the Documentation and Training Materials are not subject to the GNU Free Documentation License or any other licence that imposes any of the conditions listed above for code;

10.1.5.   the Supplier Software (including all Maintenance Releases) shall operate with the Vizrt Products in all material respects in conformance with the Documentation and Specifications;

10.1.6.   the Supplier Software shall not contain any viruses, time bombs, worm, drop dead device, Trojan horse or other contaminant or self-propagating program or disabling device designed to disable, erase, destroy, damage, alter or render useless or ineffective, or otherwise harm the Supplier Software, the Combined Products or any other software, hardware, networks, systems or data with which the Combined Product process, connect to, run on, or interoperate with; and

10.1.7.   to the extent it is required to provide Technical Support and Maintenance Releases, such Technical Support and Maintenance Releases are provided:

10.1.7.1.   using reasonable skill and care;

10.1.7.2.   in accordance with the requirements of the Agreement (including the Vizrt Global Support Handbook and Data Processing Terms); and

10.1.7.3.   by applying good industry practices (being the exercise of that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the providing services the same or similar to the Technical Support).

If Supplier is in default of any of the obligations and/or warranties set out in this Section 10.1 at any time during the Term it shall, at its own cost, promptly remedy (by repair,

replacement or modification) any and all issues, errors or defects giving rise to such default at no additional charge to Vizrt or the End User, such that following such remediation the Supplier Software and/or Technical Support (as the case may be) are performed or delivered fully in accordance with this Agreement.

10.2. Disclaimer

EXCEPT AS PROVIDED IN SECTION 10.1 ABOVE, SUPPLIER MAKES NO WARRANTY THAT THE SUPPLIER SOFTWARE WILL OPERATE ERROR-FREE OR IN AN UNINTERRUPTED MANNER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. INDEMNITY OBLIGATIONS

11.1. Supplier Indemnity

11.1.1. Supplier will indemnify, defend and hold harmless Vizrt, Distributors, and its Affiliates from and against any and all costs, damages, fines or other liabilities (including reasonable attorney's fees) (collectively "**Costs**") arising out of any third-party claim, action or demand (collectively "**Claims**") that Supplier or the Supplier Software are in breach of the warranties concerning the use of Open-Source Programmes or that the Supplier Software infringes upon the Intellectual Property Rights of any third party.

11.1.2. If Vizrt's use of any of the Supplier Software hereunder is, or in Supplier 's opinion is likely to be, enjoined due to a Claim, then Supplier may, at its sole option and expense:

11.1.2.1. procure for Vizrt the right to continue using such Supplier Software under the terms of this Agreement; or

11.1.2.2. replace or modify the Supplier Software so that they are non-infringing and substantially equivalent in function and performance.

11.1.3. Supplier shall have no obligation under this Section 11.1 for any Claim to the extent that it results from:

11.1.3.1. modifications to the Supplier Software that are not authorised by Supplier or made as envisaged by this Agreement; or

11.1.3.2. Vizrt's failure to implement a Maintenance Release if Supplier has provided reasonable prior written notice to Vizrt that the Maintenance Release may avoid a Claim hereunder.

11.1.4. If the Supplier fails to promptly assume and then diligently and competently defend or settle a Claim notified to it, then Vizrt shall have the right – but not the obligation - to undertake the defence and resolution of such Claim by giving notice to the Supplier setting out the reasons why it considers the Supplier has failed to promptly assume and then diligently and competently defend or settle the Claim.

12. LIMITATION OF LIABILITY

12.1.   Nothing in this Agreement shall limit or exclude either Party's liability to the other for losses or damage resulting from:

   12.1.1.   death or personal injury caused by negligence;

   12.1.2.   fraud or fraudulent misrepresentation; or

   12.1.3.   any matter in respect of which Losses may not be limited or excluded under applicable laws.

12.2.   Nothing in this Agreement shall limit or exclude:

   12.2.1.   Vizrt's liability to pay sums due with respect to undisputed Fees; or

   12.2.2.   Supplier's liability for Costs arising under a Claim (in each case as defined in Section 11.1.1 (*IPR Indemnity*); or

   12.2.3.   either Party's liability to the other Party for loss or damage arising in connection with any wilful default or abandonment of this Agreement.

12.3.   Subject to Sections 12.1 and 12.2, and except under an indemnity, neither Party shall be liable to the other (or any third party claiming under or through the other) under any cause of action for loss or damages that comprise:

   12.3.1.   loss of profit or revenue; or

   12.3.2.   any special, indirect or consequential loss or damage; or

   in each case, whether arising directly or indirectly under or in connection with this Agreement and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen or actually contemplated by a Party at the Effective Date.

12.4.   Subject to Sections 12.1, 12.2 and 12.3, each Party's total aggregate liability to the other Party, in respect of all Causes of Action, shall not exceed a sum equivalent to 250% of the total Fees paid by Vizrt to Supplier under the Agreement.

12.5.   For the purposes of this Section 12, "**Causes of Action**" shall mean all causes of action arising under and/or in connection with this Agreement whether such causes of action arise in contract (including under any indemnity or warranty), in tort (including negligence or for breach of statutory duty) or otherwise.

13. TERMINATION

13.1.   Termination

   13.1.1.   Either Party may terminate this Agreement if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching Party.

   13.1.2.   Either Party may terminate this Agreement immediately, without notice upon:

      13.1.2.1.   the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts; or

13.1.2.2. the other Party's making an assignment for the benefit of creditors.

13.1.3. Vizrt may terminate this Agreement without notice upon:

13.1.3.1. the Supplier Software being discontinued for any reason; or

13.1.3.2. the Supplier Software or Supplier being merged with or acquired by a third party.

13.1.4. Vizrt may terminate this Agreement for convenience with effect thirty (30) days from (and including) written notice from Vizrt to Supplier.

13.2. Effect of Termination

The Parties agree that, upon expiration or termination of this Agreement:

13.2.1. all rights and licences granted under this Agreement shall terminate immediately except that Vizrt, Affiliates, and Distributors may continue to exercise all licences necessary to:

13.2.1.1. meet its contractual commitments to End Users for sublicences granted or ordered prior to termination;

13.2.1.2. provide Technical Support to End Users for sublicences granted or ordered prior to termination; and

13.2.1.3. distribute Maintenance Releases to End Users as part of such Technical Support,

and other rights in Section 3.1 that are necessary in order for Vizrt to effectively exercise the foregoing surviving licences and rights.

13.2.2. End Users (including Distributors that have sub-licensed the Combined Products as End Users) who have licensed or ordered licences for the Combined Product prior to expiration or termination may continue to use the Combined Product in accordance with, and for the term of, the licence agreement, whether by any number of new renewal terms or by conversion to a perpetual licence without Vizrt being obligated to pay additional licence fees;

13.2.3. until such time as Supplier no longer provides Technical Support (including Maintenance Releases) for the Supplier Software, but no less than 24 months after expiration or termination of the Agreement, Supplier shall continue offering Technical Support (including Maintenance Releases), in accordance with the Agreement, to Vizrt, Distributors, and Affiliates to enable them to provide support for End Users and Distributors, subject to continued payment of the post termination maintenance and support Fees (if any) as stated in Schedule E; and

13.2.4. in the event of termination by Vizrt due to Section 13.1.2, Supplier will grant Vizrt a perpetual, non-limited, royalty free right to use the Supplier Software as specified in Section 3.1.

13.3. Non-Exclusive Remedy

The exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13.4. No Damages for Termination

Neither Party will be liable to the other Party for any claims or damages of any kind arising solely out of any expiration or termination of this Agreement; however, expiration or termination of this Agreement will not extinguish any liability of either Party arising before such expiration or termination, including without limitation, any liability for payments due.

14. MISCELLANEOUS

14.1. Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of England. The Parties agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Any dispute related to this Agreement shall be resolved in the competent courts of England.

14.2. Cost and Expenses

Except as otherwise expressly provided herein or agreed to in advance in writing by Supplier and Vizrt, each Party shall pay all costs and expenses incurred in the performance of its respective obligations under this Agreement.

14.3. Waiver

The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither Party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorised representative of the Party against which such waiver is asserted.

14.4. Force Majeure

Neither Party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, terrorism, epidemics or pandemics, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such Party gives prompt written notice thereof to the other Party and uses its diligent efforts to resume performance.

14.5. Severability

If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement may be amended to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

14.6. Entire Agreement and Amendment

This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral,

relating to its subject matter including. This Agreement may be amended or modified only by a writing that is signed by duly authorised representatives of both Parties.

14.7. Notices

Except as otherwise expressly permitted herein, all notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth in the recitals.

14.8. Relationship of Parties

The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither party nor its employees has the authority to bind or commit the other Party in any way or to incur any obligation on its behalf. This Agreement is for the benefit of Supplier and Vizrt and their respective Affiliates and is not intended to confer upon any other person or entity, including without limitation, any current or future End Users, any rights or remedies hereunder.

14.9. Assignment

Neither Party may assign this Agreement or delegate any of its rights or obligations hereunder, in whole or in part, without the other Party's prior written consent. Any attempt to assign this Agreement or delegate any of its rights or obligations under this Agreement without such consent will be null and void.

14.10. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14.11. Interpretation

In this Agreement:

14.11.1. Words and phrases in this Agreement beginning with a capital letter shall, except where the context expressly requires otherwise, have their respective meanings given in Schedule A (DEFINITIONS).

14.11.2. the headings are for convenience only and shall not affect the interpretation of this Agreement;

14.11.3. any obligation in this Agreement on a Party not to do something, includes an obligation not to agree, allow, permit or acquiesce to that thing being done;

14.11.4. any reference in this Agreement to any enactment or statutory provision or subordinate legislation will be construed as a reference to it as from time to time replaced, amended, consolidated or re-enacted (with or without modification) and includes all orders, rules or regulations made under such enactment;

14.11.5. any list, word, or phrase following the words including, include, in particular, for example, or any such similar expression shall be construed as having the phrase without limitation following them;

14.11.6. the rule known as *eiusdem generis* shall not apply and accordingly, words introduced by the word other shall not be given a restrictive meaning by reason of the fact that such words are preceded by words indicating a particular class of acts, matters or things;

14.11.7. a reference to the performance of an obligation from a given date shall include that date; and

14.11.8. a reference to a person includes any individual, corporation, partnership, firm, joint venture (whether incorporated or not), trust, government or governmental body, authority, agency or unincorporated organisation or association of persons.

AGREED by the Parties through their duly authorised representatives on the Effective Date:

_____	_____
Signed	Signed
For and on behalf of Vizrt Inc.	For and on behalf of Supplier
_____	_____
Name	Name
_____	_____
Role	Role

DEFINITIONS.

Unless otherwise defined in this Schedule A, the capitalised terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

Affiliates	any entity that directly or indirectly controls, or is controlled by, or is under common control with, a Party. "Control" means: (a) for corporate entities, direct or indirect ownership of 50% or more of the stock or shares entitled to vote for the election of the board of directors or other governing body of the entity; and (b) for non-corporate entities, direct or indirect ownership of 50% or greater of the equity interest.
Combined Product	the products (including software and/or hardware products) and services marketed, distributed, licensed, and/or sold by Vizrt (or an Affiliate of Vizrt) ("**Vizrt Product(s)**") with which, or into which, the Supplier Software is bundled, embedded, integrated and/or used along with such Vizrt Products. The Combined Products may also include third party products marketed and distributed by Vizrt (or an Affiliate of Vizrt).
Data Processing Terms	the provisions of Schedule G.
Distributors	any third party duly authorised by Vizrt (which may be, or include, an Affiliate of Vizrt) to distribute the Supplier Software or Combined Products to End Users pursuant to an agreement with Vizrt.
Documentation	Supplier 's release notes, technical and functional specifications, operating and/or user manuals, or other similar instructions in hard copy or machine readable form supplied by Supplier to Vizrt that describes the functionality and technical specifications of the Supplier Software licensed hereunder.
End Users	the entities that acquire a licence to use Supplier Software or Combined Products from Vizrt or a Distributor.
Initial Term	the meaning given such term in Section 1.2
Intellectual Property Rights	any and all technologies, procedures, trade secrets, trade marks and service marks (including rights in trade names, business names, brand names, get-up, logos, domain names and URLs), confidential information, processes, designs, inventions, discoveries, know-how, methods, works of authorship (including moral and publication rights) and other proprietary information (whether registered or unregistered), including: (a) all patents, copyrights, mask work rights and other proprietary rights relating thereto; (b) all rights in information and data which is not generally known, (including database rights and data exclusivity rights), formulae, procedures, protocols, techniques and results of experimentation and testing) that is necessary or

useful to make, use, develop, sell or market software, which a Party has an ownership or licensable interest; (c) all patent applications heretofore or hereafter filed or having legal force in any country, owned by or licensed to a Party or to which a Party otherwise acquires rights, which claim software or use of software, together with any and all patents that have issued or in the future issue therefrom; (d) all divisionals, continuations, continuations-in-part, reissues, renewals, extensions or additions to any such patents and patent applications; and (e) all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.

Maintenance Releases   any required error corrections, maintenance releases, patches, bug fixes, updates and upgrades to the Supplier Software provided as part of, or in connection with, the Technical Support.

Supplier Software   the Supplier Software products listed in Schedule B (as amended and updated in writing between the Parties from time to time), including any and all related Open-Source Programs and any Supplier Derivatives (as defined in Section 4.2.1).

Open-Source Programs   the open source code software programs that are provided hereunder as part of the Supplier Software including those which are identified on Schedule B.

Specifications   the technical and functional documentation for the Supplier Software provided by Supplier and attached hereto as Schedule C(1), plus any additional technical and functional specifications for the Supplier Software separately agreed to in writing by Supplier and Vizrt.

Technical Support   the technical support and maintenance services provided to End Users. Technical Support shall also mean the technical support provided by Supplier directly to Vizrt pursuant to Section 7.1 of this Agreement.

Term   has the meaning given such term in Section 1.2

Training Material(s)   such documentary training materials and information as is sufficient to enable Vizrt to integrate, sell, implement and provide primary product and technical support on the Supplier Software (as incorporated into the Combined Products) to its End Users.

Vizrt Products   Vizrt's software and hardware as detailed in Schedule F.

Vizrt Global Support Handbook   the handbook attached to Schedule D.

Schedule B

Supplier Software

The following products are currently proposed, but not limited to, for integration:

- [insert name(s) of Supplier Software products]
- Other future products and derivatives to be added in future revisions as required.

Schedule C(1)

Software specification

Schedule C(2)

Integration and testing

Schedule D

Vizrt Global Support Handbook

Schedule E

Supplier Fees and Payment

Software Licence Fees

Table here of current Supplier offerings and proposed pricing

Support Fees

Proposal for support pricing per product (10% if MSRP)

Pricing review option

Annual pricing review – pricing reviews at any other time

Schedule F

Vizrt Products

Data Processing Terms

1. **Introduction**

1.1 The purpose of these Data Processing Terms is to describe each Party's rights and obligations with respect to the processing of Customer Personal Data by Supplier in connection with the Technical Support.

1.2 In these Data Protection Terms, the following words and expressions shall have the following meanings:

Approved Sub-Processor	a third-party subcontractor or service provider to Supplier that has been approved by Vizrt, in accordance with paragraph 7.1, to Process the Customer Personal Data.
Controller, **Data Subject, Personal Data**, **Personal Data Breach**, **Process** (or **Processed**) and **Processor**	all have the meaning given in the EU GDPR or the UK GDPR, as applicable.
Customer Personal Data	all Personal Data that is controlled by Vizrt and which is collected, generated or otherwise Processed by Supplier in connection with the provision of the Technical Support.
Data Protection Legislation	as applicable:
	1. the EU General Data Protection Regulation (2016/679) (**EU GDPR**);
	2. the UK Data Protection Act 2018;
	3. the UK retained General Data Protection Regulation (2016/679) as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 (**UK GDPR**);
	4. the Privacy and Electronic Communications (EC Directive) Regulations 2000; and
	5. any applicable replacement or supplementary legislation governing the use and security of Personal Data.
Data Regulator	1. the UK Information Commissioner's Office; or
	2. any Supervisory Authority or other regulatory, governmental or independent public authority which is established pursuant to EU GDPR or UK

GDPR with authority over all or any part of:

2.1 the provision or receipt of the Technical Support;

2.2 the Processing of Customer Personal Data; or

2.3 Supplier's and/or Vizrt's business.

Data Subject Request or **DSR**	a request made by a Data Subject whose Personal Data is Processed by Supplier under and/or in connection with the Technical Support, which relates to the exercising of their data protection rights granted under Articles 12 to 22 of the GDPR.
EEA	the European Economic Area.
GDPR	as applicable and as the context requires, EU GDPR or UK GDPR.
Lawful Transfer Mechanism	means a data transfer agreement designed to ensure that Processing of Customer Personal Data in a Third Territory is compliant with Data Protection Legislation (for example, the standard contractual clauses (in the form annexed to the European Commission's decision of 4 June 2021 on Standard Contractual Clauses and/or the UK International Data Transfer Agreement) for the transfer of Personal Data to persons established in Third Countries and supplemental documentation required by the Data Regulator).
Regulator's Query	any and all enquires made of Supplier by a Data Regulator that relate to the Technical Support or the Customer Personal Data.
Security Incident	any actual, alleged, or potential unauthorised disclosure, loss, destruction, compromise, damage, alteration, or theft of Customer Personal Data or any incident which may give rise to a Personal Data Breach.
Sub-Processor List	a complete and accurate list of the Approved Sub-Processors (and any subprocessor appointed in breach of paragraph 7.1).
Supervisory Authority	has the meaning given in the EU GDPR.
Third Country	a territory that is outside of the UK or the EEA.

| | **UK** | the United Kingdom. |

2. The Agreement

The obligations contained in these Data Protection Terms apply in addition to the other provisions of the Agreement that may concern the use and/or protection of Customer Personal Data.

3. GDPR Article 28(3)

The Parties agree that the:

3.1 subject matter, nature and purpose of Processing by Supplier is the performance of Technical Support under the Agreement;

3.2 types of Personal Data and categories of Data Subjects are [•] [**Drafting Note**: Complete]; and

3.3 duration of the Processing will be the term of the Agreement.

4. Classification

The Parties agree that, as between the Parties and for the purpose of construing the Data Protection Legislation:

4.1 Vizrt will be the Controller of Customer Personal Data; and

4.2 Supplier will be:

4.2.1 the Processor; or

4.2.2 where Vizrt is itself a Processor to its customer, a subprocessor.

5. Rights of Vizrt

5.1 Vizrt has the sole right to determine the purposes for which, and the manner in which, the Customer Personal Data will be Processed by Supplier and may give written instructions to Supplier in connection with the same from time to time (which instructions may require Supplier to immediately cease Processing the Customer Personal Data).

5.2 Vizrt may from time to time require, and Supplier shall provide, written certification by a senior officer of Supplier that Supplier is in compliance with these Data Protection Terms.

6. Obligations of Supplier (as Processor/subprocessor)

Compliance with the Data Protection Legislation

6.1 Supplier shall:

6.1.1 comply with its obligations under the applicable Data Protection Legislation; and

6.1.2 without prejudice to paragraph 6.1.1, not Process any Customer Personal Data in a manner that will, may, or is likely to, result in Vizrt breaching its obligations under the Data Protection Legislation.

Return and/or erasure of Customer Personal Data

6.2 Supplier shall (at Vizrt's direction) except to the extent applicable European Union (**EU**), EU Member State law, or UK law requires Supplier to continue storage of the Customer Personal Data:

6.2.1 upon termination or expiry of the Agreement; and/or

6.2.2 following Vizrt's request made at any time,

promptly, at Vizrt's direction, delete or return all Customer Personal Data (including copies thereof) and, at Vizrt's request, provide an appropriate certification of deletion.

Processing of Customer Personal Data

6.3   Supplier shall Process the Customer Personal Data:

6.3.1   only on behalf of Vizrt; and

6.3.2   in accordance with Vizrt's written instructions (which instructions, as at the Effective Date, are to Process the Customer Personal Data only to the extent necessary to perform the Technical Support and in accordance with the Agreement and to treat the Customer Personal Data as Vizrt's Confidential Information),

except to the extent Supplier is required to Process the Customer Personal Data by EU, EU Member State law, or UK law in which case Supplier shall immediately notify Vizrt prior to such Processing (except to the extent it is prohibited from doing so by that EU, EU Member State law, or UK law).

6.4   Supplier shall immediately notify Vizrt prior to taking any further action if Supplier considers an instruction given by Vizrt will, or is likely to, result in Processing that is in breach of the Data Protection Legislation.

6.5   Supplier shall not modify, amend, disclose or permit the disclosure of any of the Customer Personal Data to any third party (including a Data Subject) unless specifically authorised or directed to do so in writing by Vizrt.

6.6   Supplier shall ensure that its personnel (and the personnel of Approved Sub-Processors) whose role requires them to Process the Customer Personal Data are:

6.6.1   only granted access to such Customer Personal Data as strictly necessary for the performance of that personnel member's duties;

6.6.2   made aware that the Customer Personal Data is the Confidential Information of Vizrt;

6.6.3   appropriately vetted;

6.6.4   adequately trained in connection with the Data Protection Legislation; and

6.6.5   the subject of written obligations of confidence that survive termination of their engagement.

Security and Personal Data Breaches

6.7   In addition to Supplier's obligations under paragraphs 6.8.1 and 6.8.2, Supplier shall:

6.7.1   implement and maintain, in accordance with best industry practice, appropriate technical and organisational measures to protect the Customer Personal Data (including by adopting measures to ensure the confidentiality, integrity, availability and resilience of Supplier's computing environment and other systems used for Processing the Customer Personal Data that are equivalent to ISO 27001 and any security policy or other obligations described in the Agreement) against unauthorised or unlawful Processing, Security Incidents, and against accidental loss, destruction, damage, alteration or disclosure;

6.7.2   upon Vizrt's request, provide Vizrt, at Supplier's cost, with a written description of the technical and organisational measures implemented as

well as copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals;

6.7.3 immediately (and in any event within 24 hours) notify Vizrt in writing upon suspecting or becoming aware of any Security Incident and ensure that such notification includes, at least, the following information:

6.7.3.1 complete and accurate details concerning the Security Incident (including the type of Personal Data affected, categories of Data Subjects affected, and Supplier's honest assessment of the number of Data Subjects affected by the Security Incident);

6.7.3.2 Supplier's honest assessment of the likely consequences resulting from the Security Incident;

6.7.3.3 the steps that Supplier is and/or has taken to bring the causes of the Security Incident to an end and to mitigate the consequences of the Security Incident; and

6.7.3.4 the identity of any third party (including the Data Regulator, Data Subjects, Vizrt's customers and the press) that it knows, or it believes knows, of the Security Incident;

6.7.4 not make any notification to a Data Regulator or to Data Subjects concerning a Security Incident without Vizrt's prior written consent and instructions; and

6.7.5 take all steps necessary to prevent a repeat of the Security Incident and consult with and agree those steps with Vizrt unless immediate steps need to be taken and it is impractical to consult with Vizrt in that respect.

Co-operation

6.8 Supplier shall provide Vizrt with its full co-operation and assistance in connection with the performance of Vizrt's obligations as a Controller including with respect to the following matters:

6.8.1 data security (Article 32 GDPR);

6.8.2 data breach notification (Article 33 GDPR);

6.8.3 data protection impact assessments (Article 35 GDPR);

6.8.4 prior consultation with Data Regulators (Article 36 GDPR);

6.8.5 any Regulator's Query, notice or investigation received from a Data Regulator; and

6.8.6 the fulfilment of Data Subject's rights (Chapter 3 GDPR).

6.9 Supplier shall:

6.9.1 immediately notify Vizrt on receipt of a DSR and promptly provide Vizrt with a copy of such DSR; and

6.9.2 not respond to, or acknowledge receipt of, a DSR without having first obtained Vizrt's prior written consent and instructions.

7. Approved Sub-Processors

7.1 Supplier shall not authorise or permit any third party (including subcontractors) to Process Customer Personal Data without the prior written consent of Vizrt (which consent may be a general authorisation).

7.2 Where Vizrt gives the consent described in paragraph 7.1, Supplier shall:

7.2.1 impose obligations on Approved Sub-Processors that are the same as or equivalent to those set out in these Data Protection Terms by way of written agreement; and

7.2.2 remain fully liable to Vizrt for any failure by an Approved Sub-Processor to fulfil Supplier's obligations in relation to the Customer Personal Data.

7.3 Where Supplier is subject to an obligation in relation to Customer Personal Data or Vizrt is granted a right in respect of Supplier, Supplier shall procure that Approved Sub-Processors are subject to equivalent obligations and that Vizrt is granted the same rights against Approved Sub-Processors as those available against Supplier.

7.4 Supplier shall:

7.4.1 maintain, throughout the term of the Agreement, a Sub-Processor List; and

7.4.2 provide Vizrt with a copy of the Sub-Processor List immediately on request.

8. Audit

Supplier shall:

8.1 permit Vizrt (and/or its appointed representatives) to audit Supplier's (and the Approved Sub-Processors') compliance with these Data Protection Terms and their Processing activities, including by permitting reasonable access to Supplier's information, premises, data, assets, employees, agents and Sub-Processors;

8.2 give all reasonable assistance to Vizrt (and/or its appointed representatives) in connection with the activities described in paragraph 8.1; and

8.3 where an audit reveals a breach of these Data Protection Terms, take all remedial actions reasonably required by Vizrt to remedy the breach or to prevent the breach from reoccurring.

9. Transfers of Customer Personal Data to a Third Country

9.1 Supplier (or the Approved Sub-Processors) shall not permit any of the Customer Personal Data to be transferred to, or Processed in, a Third Country without having first obtained the express and prior written consent of Vizrt.

9.2 Vizrt is not required to give its consent under paragraph 9.1 and, where Vizrt chooses to give consent, then such consent may be conditioned on:

9.2.1 the Third Country being subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals;

9.2.2 the execution and evidencing of a Lawful Transfer Mechanism between Supplier or other appropriate person (as exporter of the Personal Data) and any Approved Sub-Processor (as importer of the Personal Data); and

9.2.3 the implementation and evidencing, to Vizrt's satisfaction, of other supplementary measures or safeguards to ensure the transfer is in compliance with Data Protection Legislation.

9.3 Where Vizrt has provided its consent subject to any of the conditions set out in paragraphs 9.2.1 to 9.2.3, Supplier will immediately notify Supplier of any change to the status of, or compliance with, any such condition.

10. Interaction with the Data Regulator

Supplier shall (unless and to the extent prohibited or instructed otherwise by the Data Regulator):

10.1 immediately notify Vizrt of any Regulator's Query; and

10.2 allow Vizrt to have conduct of, and have responsibility for responding to, any Regulator's Query.

11. Indemnity

Supplier shall (both during and after the term of the Agreement) indemnify, defend (at Vizrt's option), and hold harmless Vizrt against any claims, losses, damages, fines (to the extent permitted by applicable law and including resulting from a self-referral to a regulatory authority), costs (including reasonable legal fees), expenses and liabilities incurred or suffered by Vizrt and/or Vizrt in connection with:

11.1 a breach by Supplier of these Data Protection Terms and/or the Data Protection Legislation; and/or

11.2 a Security Incident.