

GENERAL TERMS AND CONDITIONS OF SALE

HARDWARE



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HARDWARE

1. PRELIMINARIES

- 1.1. Words and phrases in this document (the "**Hardware GTCs**") beginning with a capital letter shall, except where the context expressly requires otherwise, have their respective meanings given in Appendix 1 (DEFINITIONS).
- 1.2. The Agreement applies to the sale and delivery of Vizrt Hardware and Third Party Hardware (including Vizrt Hardware supplied by a Reseller).
- 1.3. The Agreement is a legally binding contract between the Parties and is binding and effective from the Effective Date.
- 1.4. Each Party warrants and represents to the other that it has the requisite power and authority to: (a) enter into the Agreement; and (b) carry out its obligations as contemplated by the Agreement.

2. DIGITAL EXECUTION

- 2.1. The Parties agree that:
 - 2.1.1. the Agreement may be electronically executed by the Customer acting through an authorised representative (e.g., by presentation through a *click-wrap*, *scroll-through*, or other similar mechanism); and
 - 2.1.2. where the Customer's authorised representative clicks "Accept" (and/or completes such other affirming act(s) required by the sales process) (the "**Electronic Signature**"), the Customer unconditionally confirms to the Supplier that: (a) such authorised representative has all necessary authority to accept the terms of the Agreement for and on behalf of the Customer; (b) the Agreement is binding on the Parties from the Effective Date; and (c) the Electronic Signature shall have equivalent standing in applicable Legislation to a physical signature.

3. THE AGREEMENT

- 3.1. Each Agreement is a separate contract between the Parties for the sale of the Vizrt Hardware described in the relevant Order Form.
- 3.2. Each Order Form:
 - 3.2.1. fully incorporates, and is subject to, these Hardware GTCs (and the other documents forming the Agreement);
 - 3.2.2. describes and documents the:
 - 3.2.2.1. Vizrt Hardware and/or Third Party Hardware being sold (including the quantity of units);
 - 3.2.2.2. applicable Hardware Specifications;
 - 3.2.2.3. estimated date for Delivery;
 - 3.2.2.4. applicable Vizrt Hardware Warranty, Return and Repair Policy;
 - 3.2.2.5. Third Party Warranty (where the Supplier is acting as a reseller of Third Party Hardware); and
 - 3.2.2.6. Charges.

4. CANCELLATION AND RETURNS

- 4.1. Without prejudice to the Customer's rights and remedies under the applicable Vizrt Hardware, Warranty, Return and Repairs Policy, Order Forms may not be cancelled or amended by the Customer except with the written agreement of the Supplier.
- 4.2. Any cancellation of, or amendment to, an Order Form agreed by the Supplier under clause 4.1 may be subject to the Supplier's reasonable cancellation and re-stocking fees.

5. QUANTITY AND DESCRIPTION

- 5.1. The Supplier warrants that:
 - 5.1.1. subject to clause 6 (DELIVERY AND ACCEPTANCE), it shall supply the Vizrt Hardware in the quantity agreed in the Order Form;

- 5.1.2. on the date of Delivery, the Vizrt Hardware will (in all material respects) substantially conform to, and operate in accordance with, the Hardware Specification;
- 5.1.3. it shall:
 - 5.1.3.1. with respect to Third Party Hardware, use reasonable endeavours to pass through to the Customer the remainder benefit of the Third Party Warranty to the extent it is authorized to do so; or
 - 5.1.3.2. with respect to Vizrt Hardware, perform its obligations described in the Vizrt Hardware Warranty,
 as the case may be.
- 5.2. The Customer agrees that:
 - 5.2.1. all samples, drawings, descriptive matter, specifications, and advertising issued by the Supplier or a Reseller; and any descriptions or illustrations contained in the Supplier's or the Reseller's catalogues or brochures, are issued or published for illustrative purposes only and do not form part of the Agreement; and
 - 5.2.2. any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier; and
 - 5.2.3. the Supplier's employees, contractors, and agents are not authorised to make any representations or contractually binding statements concerning the Vizrt Hardware or Third Party Hardware.
- 5.3. The Supplier reserves the right to make any changes it reasonably deems to be necessary to:
 - 5.3.1. the Hardware Specification; or
 - 5.3.2. the Vizrt Hardware and/or Third Party Hardware itself,
 which, in each case, are required to maintain compliance with applicable Legislation.

6. DELIVERY AND ACCEPTANCE

- 6.1. The Parties agree that:
 - 6.1.1. the Vizrt Hardware and/or Third Party Hardware shall be delivered in accordance with the Incoterms at the applicable Vizrt office address specified in the Order Form (the "**Delivery Location**");
 - 6.1.2. "**Delivery**", for the purpose of the Agreement, occurs immediately when the relevant Vizrt Hardware and/or Third Party Hardware is made available for Customer's collection at the Delivery Location; and
 - 6.1.3. unless otherwise agreed in the Order Form, the Supplier shall not be responsible for any loading of the Vizrt Hardware and/or Third Party Hardware onto any collecting vehicle or for clearing the Vizrt Hardware and/or Third Party Hardware for export.
- 6.2. If no estimated date for Delivery is specified in the Order Form, then Delivery shall be made within a reasonable time following the Effective Date.
- 6.3. Except with respect to the Customer's collection of the Vizrt Hardware and/or Third Party Hardware, time shall not be of the essence of the Agreement.
- 6.4. The Vizrt Hardware and/or Third Party Hardware may be Delivered in advance of the estimated delivery date with reasonable prior notice to the Customer.
- 6.5. Delivery shall be made during normal business hours (excluding bank or public holidays).
- 6.6. The Supplier shall provide the Customer with written notice that the Vizrt Hardware and/or Third Party Hardware will be available for collection at the Delivery Location (the "**Collection Notice**").
- 6.7. Unless otherwise agreed in the Order Form, the Customer shall:
 - 6.7.1. be responsible for arranging collection of the Vizrt Hardware and/or Third Party Hardware from the Delivery Location;
 - 6.7.2. arrange for collection of the Vizrt Hardware and/or Third Party Hardware from the Delivery Location within five (5) calendar days of the date of the availability at Customer's expense and in any event before the expiry of the Collection Period; and
 - 6.7.3. be responsible for fulfilling any and all export formalities, including but not limited to customs clearance and duties.
- 6.8. The Customer shall:

- 6.8.1. inspect the Vizrt Hardware and/or Third Party Hardware; and
 - 6.8.2. notify the Supplier of any alleged breach of clauses 5.1.1 and/or 5.1.2 or damage to the Vizrt Hardware and/or Third Party Hardware,
promptly (and in any event within two (2) Business Days) from (and including) the date of collection.
- 6.9. If the Customer fails to collect the Vizrt Hardware and/or Third Party Hardware within five (5) calendar days as set out in clause 6.7.2, then, except where such failure is caused by the Supplier's failure to comply with its obligations under the Agreement:
- 6.9.1. the Supplier shall, during the Collection Period, store the Vizrt Hardware and/or Third Party Hardware at the Delivery Location until the Customer takes possession of the Vizrt Hardware and/or Third Party Hardware; and
 - 6.9.2. charge the Customer for all related costs and expenses (including insurance) during the entire Collection Period.
- 6.10. The Parties agree that clause 7.3 shall apply from (and including) the expiry of the Collection Period.

7. TITLE AND RISK

- 7.1. The Parties agree that:
- 7.1.1. the Vizrt Hardware and/or Third Party Hardware shall at all times be at the risk of the Supplier until the Vizrt Hardware and/or Third Party Hardware arrive at the Delivery Location;
 - 7.1.2. the Customer shall collect the Vizrt Hardware and/or Third Party Hardware and arrange for loading at the Customer's risk;
 - 7.1.3. title to the Vizrt Hardware and/or Third Party Hardware (which, for the avoidance of doubt, excludes all Vizrt IPR) shall pass to the Customer on:
 - 7.1.3.1. notification that the Vizrt Hardware and/or Third Party Hardware is available for Customer's collection; and
 - 7.1.3.2. the Supplier receiving, in full in cleared funds, all sums due to it in respect of the Charges.
- 7.2. The Supplier may appropriate payments by the Customer to such Vizrt Hardware and/or Third Party Hardware as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.
- 7.3. If the Customer fails to collect the Hardware during the Collection Period then, upon the expiry of the Collection Period, the Supplier shall have the right to:
- 7.3.1. repossess the Vizrt Hardware and/or Third Party Hardware and distribute or resell the Vizrt Hardware and/or Third Party Hardware to another customer without incurring any liability to the Customer; and
 - 7.3.2. terminate the Agreement.

8. SOFTWARE SUBSCRIPTIONS AND FIRMWARE

- 8.1. The Customer agrees that:
- 8.1.1. Software Subscriptions related to the Vizrt Hardware and/or Third Party Hardware are sold separately and are subject to separate terms and conditions; and
 - 8.1.2. use of Firmware embedded into the Vizrt Hardware and/or Third Party Hardware is subject to the licence granted under clause 8.2.
- 8.2. The Customer is granted a non-exclusive and limited licence to use the Firmware subject to the following conditions:
- 8.2.1. the Customer shall not copy (except to the extent permissible under applicable Legislation which is not capable of exclusion by agreement or for normal operation of the Vizrt Hardware and/or Third Party Hardware), reproduce, translate, adapt, vary or modify the Firmware, nor communicate it to any third party, without the Supplier's prior written consent;
 - 8.2.2. the Customer shall not use the Firmware on any equipment other than the Vizrt Hardware and/or Third Party Hardware, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Firmware on the medium on which it resides;
 - 8.2.3. such licence shall be terminable, provided that the Supplier may terminate the Firmware licence only if the continued use or possession of the Firmware by the Customer infringes the developer's or a third

party's rights, or the Supplier is compelled to do so by Legislation, or a right to terminate under clause 13 (TERMINATION) has arisen.

9. HARDWARE WARRANTY

9.1. The Supplier:

- 9.1.1. with respect to Vizrt Hardware, gives the warranty described in the Vizrt Warranty, Return and Repair Policy; and
- 9.1.2. with respect to Third Party Hardware, shall comply with the Vizrt Hardware Warranty Policy as it relates to and concerns Third Party Hardware.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Parties agree that:

- 10.1.1. Customer acknowledges that the Vizrt IPR is, and shall remain, the sole property of the Supplier (or its licensors);
- 10.1.2. all Vizrt IPR provided and/or made available for use under and connection with the Agreement has been licensed for use (and not sold);
- 10.1.3. nothing contained in the Agreement shall be interpreted as, or construed as being, an assignment of any Intellectual Property Rights in the Vizrt IPR;
- 10.1.4. the Customer may not use the Vizrt IPR except as described in the Agreement and for the purposes of using the Vizrt Hardware and/or Third Party Hardware (as the case may be) for their intended purposes; and
- 10.1.5. the Customer shall not, at any time, make any unauthorised use of the Vizrt IPR (or authorise or permit any of its agents or contractors or any other person to do so).

10.2. If the Supplier manufactures Vizrt Hardware, or applies any process to the Vizrt Hardware, in accordance with a specification submitted or prepared by the Customer (or any other information provided by the Customer), the Customer shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of the Customer's specification or such other information.

11. CONFIDENTIALITY

11.1. Each Party shall:

- 11.1.1. hold the other Party's Confidential Information in confidence (including by using the same degree of care and discretion to avoid disclosure, publication, or dissemination as it uses to protect its own similar information); and
- 11.1.2. subject to clause 11.2 and clause 11.3, not:
 - 11.1.2.1. make the other's Confidential Information available to any third party; or
 - 11.1.2.2. use the other's Confidential Information for any purpose other than in connection with the lawful use of the Vizrt Hardware and/or Third Party Hardware (as the case may be).

11.2. A Party may disclose the other Party's Confidential Information if, and to the extent, required by applicable Legislation or by any regulatory body or securities exchange, provided that the disclosing Party shall, as soon as reasonably practicable and to the extent permitted by applicable Legislation, notify the other Party in writing of the circumstances of such disclosure and the Confidential Information to which such disclosure applies.

11.3. The Supplier shall be entitled to disclose the Customer's Confidential Information:

- 11.3.1. to any employee, consultant, contractor, auditor, professional adviser, or other person engaged by the Supplier who has a need to know the Customer's Confidential Information in connection with the Agreement or the sale of the Vizrt Hardware and/or Third Party Hardware; or
- 11.3.2. for the purpose of the examination and certification of the Supplier's accounts.

11.4. The Supplier shall ensure that the person to whom the Customer's Confidential Information has been disclosed under clause 11.3 is bound by written or statutory confidentiality obligations that are materially as protective of the Customer's Confidential Information as those set out in this clause 11.

- 11.5. The Customer warrants and represents to the Supplier that it has the right to disclose Confidential Information provided to the Supplier and to authorise the Supplier to use such Confidential Information in connection with the provision of the Vizrt Hardware and/or Third Party Hardware.
- 11.6. The obligations contained in this clause 11 shall not apply to Confidential Information that:
- 11.6.1. is or becomes publicly known (other than through any act or omission of the receiving Party);
 - 11.6.2. was in the receiving Party's lawful possession before the disclosure;
 - 11.6.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
 - 11.6.4. is independently developed by the receiving Party without use or reference to the other Party's Confidential Information.

12. CHARGES AND PAYMENT

- 12.1. Where Vizrt Hardware and/or Third Party Hardware is resold through a Reseller, the Charges and payment terms shall be as agreed between the Customer and the relevant Reseller and, in all other cases, this clause 12 shall apply.
- 12.2. Unless otherwise agreed, the Charges are payable in the currency described in the Order Form.
- 12.3. The Customer shall pay each invoice for the Charges (without set-off or deduction) as set out in the Order Form.
- 12.4. If the Customer is in breach of clause 12.3 then, without prejudice to any other of the Supplier's rights or remedies, the Supplier may charge the Customer interest, accruing on a daily basis, on the overdue Charges at the maximum rate permitted or prescribed by applicable Legislation, commencing on the due date and continuing until full payment of the Charges (whether before or after judgment).
- 12.5. The Customer agrees that:
- 12.5.1. the Charges are calculated exclusive of all sales taxes (e.g., any value added tax); and
 - 12.5.2. sales tax (if applicable) shall be added to the Charges, and specified in the invoice, at the appropriate rate.
- 12.6. If the Customer is required by applicable Legislation to make any deduction or withholding from any payment to the Supplier then the sum due in respect of such payment shall be increased so that, after making such deduction or withholding, the Supplier receives a net sum that is equal to the sum it would have received had no such deduction or withholding been made.
- 12.7. Subject to clause 12.8, the Supplier shall be entitled to be reimbursed for any expenses (such as travel or subsistence expenses) incurred in the performance of the Agreement provided that such expenses have been authorised by the Customer in advance in writing (e.g., by e-mail or in the Order Form).
- 12.8. The Customer shall reimburse the Supplier for all expenses incurred in compliance with clause 12.7 provided that the Supplier provides the Customer with receipts or other proof of payment for such expenses.

13. TERMINATION

- 13.1. A Party may terminate an Agreement by written notice having immediate effect if the other Party commits:
- 13.1.1. an irremediable Material breach of the Agreement; or
 - 13.1.2. a Material breach (or series of persistent breaches which, when taken together, amount to a Material breach) of the Agreement which is not remedied within thirty (30) calendar days from the date of written notice requiring the Material breach to be remedied.
- 13.2. Without limiting its rights under clauses 7 (TITLE AND RISK) and/or 13.1 and except to the extent applicable Legislation mandates otherwise, the Supplier may terminate an Agreement where the Customer suffers an Insolvency Event prior to Delivery or payment of the Charges.

14. LIMITS ON LIABILITY

- 14.1. The limits and exclusions of liability in this clause 14 (LIABILITY) apply to all Losses irrespective of whether the liability for such Losses arises in connection with a breach of contract (including under a warranty or indemnity), tort (including negligence), misrepresentation (other than given fraudulently), breach of statutory duty, or otherwise (the "**Cause(s) of Action**").
- 14.2. Nothing in the Agreement shall limit or exclude (or seeks to limit or exclude), to a greater extent than is permitted under applicable Legislation, either Party's liability to the other for Losses caused by or resulting from:
- 14.2.1. personal injury or death caused by the negligence of a Party;

- 14.2.2. fraud or fraudulent misrepresentation;
 - 14.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and/or
 - 14.2.4. any matter which, under applicable Legislation, a Party cannot exclude or limit (or attempt to exclude or limit) its liability.
- 14.3. Nothing in the Agreement shall limit or exclude:
- 14.3.1. the Customer's liability to pay the Charges; or
 - 14.3.2. the Customer's liability for Losses resulting from or caused by a breach of clauses 10 (INTELLECTUAL PROPERTY RIGHTS) or 15 (SOCIAL RESPONSIBILITY LAWS AND SANCTIONS).
- 14.4. Subject to clauses 14.2 and 14.3, neither Party shall be liable to the other (or to any third party claiming under or through the other) under or in connection with the Agreement to the extent that Losses comprise:
- 14.4.1. profit or revenue (excluding to the extent comprising the Charges);
 - 14.4.2. anticipated savings;
 - 14.4.3. loss of sales or business;
 - 14.4.4. loss of agreements or contracts;
 - 14.4.5. loss or depletion of goodwill;
 - 14.4.6. loss or corruption of data or information; or
 - 14.4.7. any special, indirect, or consequential loss or damage,
- in each case, whether arising directly or indirectly under or in connection with the Agreement and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen, or actually contemplated by a Party at the Effective Date.
- 14.5. Subject to clauses 14.1 to 14.4 (inclusive), each Party's total aggregate liability to the other (and to any third party claiming under or through the other) in respect of all Causes of Action arising under and in connection with the Agreement shall not exceed the sum equivalent to the Charges paid under the Agreement.
- 14.6. The Parties agree that the provisions of this clause 14 are reasonable in all the circumstances, having taken into account applicable Legislation and the nature of the Vizrt Hardware, Third Party Hardware, and the Charges.
- 14.7. Subject to clause 14.2, all implied terms and conditions as to the quality or performance of the Vizrt Hardware, Third Party Hardware and any other goods and services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.

15. SOCIAL RESPONSIBILITY LAWS AND SANCTIONS RESTRICTIONS

- 15.1. With regard to activities carried out under or in connection with the Agreement, each Party shall, and shall use reasonable efforts to procure that its employees, directors, officers, agents, sub-contractors, and other representatives shall, comply with all applicable Social Responsibility Laws.
- 15.2. Where the Vizrt Hardware and/or Third Party Hardware is supplied for export from Vizrt's premises (the address of which is as described in the Order Form), the provisions of this clause 15 shall (subject to any contrary terms agreed in writing between the Parties) override any other provision of these Hardware GTCs.
- 15.3. The Customer shall be responsible for complying with any Legislation governing:
- 15.3.1. The importation of the Vizrt Hardware and/or Third Party Hardware into the country of destination; and
 - 15.3.2. the export and re-export of the Vizrt Hardware and/or Third Party Hardware,
- and shall be responsible for the payment of any duties on it.
- 15.4. Unless otherwise agreed in writing between the Parties, the Vizrt Hardware and/or Third Party Hardware shall be delivered in accordance with the Incoterms and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 15.5. The Customer shall not use the Vizrt Hardware or Third Party Hardware to breach or circumvent (or in breach or circumvention of) any Sanctions Restrictions including by directly or indirectly, exporting, re-exporting, releasing, or making accessible the Vizrt Hardware, Third Party Hardware, or any related Documentation to any jurisdiction or country to which export, re-export, or release is prohibited by Sanctions Restrictions.
- 15.6. The Customer shall notify the Supplier promptly and without undue delay if it becomes aware that, in connection with the Agreement, it is in breach of any Social Responsibility Laws or Sanctions Restrictions and shall:

- 15.6.1. provide all relevant information relating to such breach as the Supplier may reasonably request; and
- 15.6.2. co-operate with the Supplier and any relevant public authorities in relation to the breach of Social Responsibility Laws or Sanctions Restrictions.

16. FORCE MAJEURE

- 16.1. Neither Party shall have any liability to the other under the Agreement if, and to the extent, it is prevented from, or delayed in, performing an obligation under the Agreement by a Force Majeure Event.
- 16.2. Each Party shall:
 - 16.2.1. promptly notify the other Party of a Force Majeure Event or potential Force Majeure Event which could affect its ability to perform its obligations under the Agreement; and
 - 16.2.2. use reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Agreement.

17. MISCELLANEOUS PROVISIONS

- 17.1. The provisions of these Hardware GTCs which expressly, or by their nature, are intended to survive termination or expiry of the Agreement shall, thereafter, remain in full force and effect.
- 17.2. The Supplier may subcontract the performance of its obligations (or any part thereof) to any third-party service provider or courier provided that the Supplier shall remain responsible for all acts and omissions of its subcontractors (which shall not include Resellers) that cause a breach of the Agreement.
- 17.3. No variation of these Hardware GTCs (or of the Agreement) shall be effective unless made in writing (which may be by e-mail) and agreed by the Parties.
- 17.4. No failure or delay by a Party to exercise any right or remedy provided under the Agreement; or by applicable Legislation, shall:
 - 17.4.1. constitute a waiver of that (or any other) right or remedy; or
 - 17.4.2. prevent or restrict the further exercise of that (or any other) right or remedy.
- 17.5. The Parties agree that, if any provision (in whole or in part) of the Agreement is found by any court or administrative body having competent jurisdiction over the Parties and the Agreement to be invalid, unenforceable, or illegal, then:
 - 17.5.1. the other provisions shall remain in full force and effect; and
 - 17.5.2. to the extent the invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 17.6. Except as expressly provided otherwise in the Agreement, any notice or other communication given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by:
 - 17.6.1. hand or prepaid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 17.6.2. except with respect to the service of legal proceedings, e-mail to the addresses specified in the Order Form.
- 17.7. Any notice or communication shall be deemed to have been received:
 - 17.7.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 17.7.2. if sent by prepaid first class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting or at the time recorded by the delivery service; or
 - 17.7.3. if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if such notice is not generated, upon delivery to the recipient's server.
- 17.8. The Agreement, and any documents referred to in it, constitute the entire agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 17.9. Each Party agrees that, in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether in writing or not) of any person (whether Party to the Agreement or not) except as expressly set out in the Agreement.

- 17.10. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement made prior to the Effective Date.
- 17.11. Subject to clause 17.12, neither Party shall assign any of its rights under the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 17.12. The Supplier may assign its rights under the Agreement without the prior written consent of the Customer:
- 17.12.1. for the purposes of invoice financing or the recovery of a debt owed;
 - 17.12.2. to any of the Supplier's Affiliates;
 - 17.12.3. to a purchaser of all, or substantially all, of the assets or entities that comprise an identifiable segment, portion, division, or unit of a business of the Supplier; or
 - 17.12.4. as part of a corporate reorganisation, amalgamation, consolidation, or merger.
- 17.13. The Agreement does not confer any rights on any person or party (other than the Parties to the Agreement) under any applicable Legislation (including, for example, pursuant to the UK Contracts (Rights of Third Parties) Act 1999).
- 17.14. Nothing in the Agreement (or through use of Vizrt Hardware or Third Party Hardware) is intended to, or shall be deemed to:
- 17.14.1. establish any partnership or joint venture between the Parties;
 - 17.14.2. constitute any Party the agent of the other Party; or
 - 17.14.3. authorise a Party to make or enter into any commitments for or on behalf of the other Party.
- 17.15. The Agreement and any dispute or claim arising out of, or in connection with, the Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 17.16. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement (including non-contractual disputes or claims).

18. INTERPRETATION

- 18.1. For the purposes of interpreting the Agreement:
- 18.1.1. all headings are for convenience and shall not affect the interpretation of the provisions that follow;
 - 18.1.2. an obligation on a Party not to do something includes an obligation not to agree, allow, permit, or acquiesce in, or to, that thing being done;
 - 18.1.3. references to Legislation will be construed as references to such Legislation as replaced, amended, consolidated, or re-enacted (with or without modification) from time to time and includes all orders, rules, regulations, or other binding provisions made under such Legislation;
 - 18.1.4. 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;
 - 18.1.5. references to '**from**' with respect to a timeline or date shall be construed as having the phrase '**and including**' following it;
 - 18.1.6. the word '**Material**' in the context of classifying the seriousness of a breach means that the breach:
 - 18.1.6.1. is more than trivial but need not be repudiatory; and
 - 18.1.6.2. if not remedied (or if not capable of remedy), may or is likely to have, a serious impact on the benefit which the innocent Party would otherwise derive from performance of the Agreement in accordance with its terms.
- 18.2. If, and to the extent, there is any conflict, inconsistency, or ambiguity between the constituent parts of the Agreement then such conflict, inconsistency, or ambiguity shall be resolved in the following order of precedence (with the document earlier in the list prevailing over a document later in the list):
- 18.2.1. the Order Form;
 - 18.2.2. these Hardware GTCs;
 - 18.2.3. the documents referred and incorporated into these Hardware GTCs or the Order Form.

Appendix 1

DEFINITIONS

Affiliate	with respect to any entity, any other entity Controlling, Controlled by, or under common Control with, such entity.
Agreement	the binding contract between the Parties for the sale and delivery of Vizrt Hardware and/or Third Party Hardware comprising the following documents: <ol style="list-style-type: none">1. the Order Form; and2. these Hardware GTCs; and3. the documents referred and incorporated into these Hardware GTCs or the Order Form.
Business Day	a day other than a Saturday, Sunday or public holiday in the Supplier's territory.
Cause(s) of Action	has the meaning given in clause 14.1.
Charge(s)	the consideration payable for the Vizrt Hardware and/or Third Party Hardware as specified in the Order Form.
Collection Notice	has the meaning given in clause 6.6.
Collection Period	the period of fifteen (15) calendar days from (and including) the date that the Collection Notice is issued.
Confidential Information	any and all information that is proprietary or confidential in nature and is either clearly labelled as such or would, by its nature, be considered by a reasonable businessperson to be confidential (including, with respect to the Supplier, all information and materials concerning and/or relating to the Vizrt Hardware and/or Third Party Hardware).
Control	and its derivatives means the power of a person to secure: <ol style="list-style-type: none">1. by means of the holding of shares or the possession of voting power in an entity; or2. by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes and Controlled and Controlling shall be construed accordingly.
Customer	the corporate entity that has purchased the Vizrt Hardware and/or Third Party Hardware (as identified in the Order Form).
Delivery	has the meaning given in clause 6.1.2 and " Delivered " shall be construed accordingly.
Documentation	any user manuals, technical manuals, or other materials provided by the Supplier in connection with the Vizrt Hardware and/or Third Party Hardware (whether in printed, electronic or other form) that describe the installation, operation, use, or technical specifications of the Vizrt Hardware and/or Third Party Hardware.
Effective Date	the: <ol style="list-style-type: none">1. 'Effective Date' specified in the Order Form; or2. where the 'Effective Date' has not been specified in the Order Form, the date that the Order Form is last signed by the Parties or, where applicable, the Electronic Signature is made.
Electronic Signature	has the meaning given in clause 2.1.2.

Firmware	microcode or software programs embedded into the Vizrt Hardware and/or Third Party for the purpose of allowing the Vizrt Hardware and/or Third Party operate and/or communicate effectively.
Force Majeure Event	acts, events, omissions, or accidents beyond a Party's reasonable control (including strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, epidemic or pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm).
Hardware GTCs	has the meaning given in clause 1.1.
Hardware Specification	the document describing the technical and functional specification(s) for the relevant Vizrt Hardware and/or Third Party Hardware as referred in, or incorporated into, the Order Form.
Incoterms	means, unless expressly set out otherwise in the Order Form, the EXW (Ex Works) rules published from time to time by the International Chamber of Commerce.
Insolvency Event	<p>in relation to the Customer;</p> <ol style="list-style-type: none"> 1. it suspends, or threatens to suspend, payment of its debts or becomes insolvent or unable to pay its debts; 2. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; 3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; 4. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; 5. the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; 6. a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; 7. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within fourteen (14) days; 8. it suffers or is subject to any equivalent event, circumstance or procedure to those set out above in paragraphs 1 to 7 above in any other jurisdiction; or 9. it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
Intellectual Property Right(s) or IPR	<ol style="list-style-type: none"> 1. patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, applications for any of the foregoing (including continuations, continuations-in-part, and divisional applications), the right to apply for and be granted any of the foregoing, and rights in inventions; 2. copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights; 3. trade marks, service marks, and rights in trade-names, business names, brand names, get-up, logos, domain names, URLs, and all applications for the foregoing; 4. rights in know-how, trade secrets, and confidential information, data exclusivity rights; and 5. all other forms of intellectual property right having equivalent or similar effect to any of the above which may exist anywhere in the world.
Legislation	enactments, statutory provisions, or subordinate legislation made under applicable laws.

Loss(es)	all losses, liabilities, damages, costs, charges, and reasonably incurred expenses (including management time, legal fees, other professional advisers' fees, and costs and disbursements of investigation, litigation, settlement, judgment, interest, fines, penalties, and remedial actions) howsoever arising in connection with a Party's breach of the Agreement or under an indemnity.
Order Form	the Supplier's or Reseller's quotation or order form document (which may be in digital form) within which these Hardware GTCs have been incorporated or referenced.
Party	the Supplier or the Customer (as the case may be).
Parties	the Supplier and the Customer (taken together).
Reseller	a Supplier-authorized reseller of the Vizrt Hardware.
Sanctions Restrictions	any economic sanctions laws, regulations, embargoes, or restrictive measures (including export control laws) administered, enacted or enforced by an applicable sanctions authority including by: <ol style="list-style-type: none"> 1. the United Nations; 2. the European Union; 3. the United Kingdom; and 4. the United States of America.
Social Responsibility Laws	all applicable Legislation that concerns anti-bribery, anti-slavery, anti-discrimination, or the facilitation of financial crime and tax evasion (including, in the United Kingdom, the Criminal Finances Act 2017, the Terrorism Act 2006, the Money Laundering Regulations 2017, and the Bribery Act 2010).
Software Subscription	subscriptions to the Supplier's proprietary software platforms and/or solutions.
Supplier	the provider of the Vizrt Hardware and/or Third Party Hardware (as identified in the Order Form).
Third Party Hardware	hardware that is not manufactured by Vizrt as set out in the Vizrt Hardware Warranty and Vizrt Hardware Warranty, Return and Repair Policy.
Third Party Warranty	has the meaning given in the Vizrt Hardware Warranty, Return and Repair Policy.
VAT	value added tax or equivalent tax chargeable in the UK or elsewhere.
Vizrt Hardware	hardware or other equipment (which may comprise internal and/or external physical parts, devices, components, peripherals) sold to the Customer.
Vizrt Hardware Warranty	has the meaning given in the Vizrt Hardware Warranty, Return and Repair Policy.
Vizrt Hardware Warranty, Return and Repair Policy	the Document attached and/or referred to in the Order Form and identified as the "Vizrt Hardware Warranty, Return and Repair Policy, available at the following link: https://www.vizrt.com/support/ .
Vizrt IPR	as between the Parties, all present and future Intellectual Property Rights existing in or related to: <ol style="list-style-type: none"> 1. the Vizrt Hardware; 2. the Third Party Hardware; 3. the Documentation (including the Hardware Specification); 4. the Firmware, including all enhancements, modifications, developments, and derivative works arising from or connected with such materials and IPR.

