

GENERAL TERMS AND CONDITIONS FOR SERVICES (INCLUDING MANAGED SERVICES)



United Kingdom

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GENERAL TERMS AND CONDITIONS

FOR VIZRT SERVICES

1. PRELIMINARIES

- 1.1. Words and phrases in these Services 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 provision and receipt of the Vizrt Services.
- 1.3. For the avoidance of doubt:
 - (a) these Services GTCs apply to the provision and receipt of Vizrt Services;
 - (b) the Subscription GTCs apply to the provision and use of Vizrt Software; and
 - (c) the Hardware GTCs apply to the sale and delivery of Vizrt Hardware.
- 1.4. Subject to clause 3 (Agreement), the Agreement is a legally binding contract between:
 - (a) the Supplier; and
 - (b) the Customer,that is binding and effective on the parties from the Effective Date.
- 1.5. 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:
 - (a) The Order Form (and 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 online workflow and/or ordering or marketplace mechanism); and
 - (b) where the Customer's authorised representative clicks "Accept" (and/or completes such other affirming act(s) required by the ordering process) (the "**Electronic Signature**"), the Customer unconditionally agrees that:
 - (i) such authorised representative has all necessary authority to accept the terms of the Agreement for and on behalf of the Customer;
 - (ii) the Agreement is binding on the parties from the Effective Date; and
 - (iii) the Electronic Signature shall have equivalent standing in applicable Legislation to a physical signature.

3. ORDERS AND THE AGREEMENT

- 3.1. Each Agreement is a separate contract between the parties for the Vizrt Services described in the relevant Order Form (including the Statement of Work).
- 3.2. Each Order Form:

- (a) fully incorporates, and is subject to, these Services GTCs (and the other documents comprising the Agreement);
- (b) identifies the relevant:
 - (i) Consultancy Services; and/or
 - (ii) Managed Services; and
- (c) describes and/or documents:
 - (i) the Term (and the Initial Period if applicable to the Vizrt Services); and
 - (ii) the Fees.

3.3. The parties may, in connection with an Order Form, agree:

- (a) a Statement of Work (to include the Specification and the Customer's Responsibilities (in addition to those described elsewhere in the Agreement)); and
 - (b) the Project Plan and/or Test Strategy (where applicable),
- and Documents agreed under this clause 3.3 shall form part of the Agreement.

4. SUPPLIER'S OBLIGATIONS

4.1. Subject to clauses 4.3 and 6 (*Performance Relief*), the Supplier shall, during the Term, perform the Vizrt Services:

- (a) using reasonable skill and care;
- (b) to meet or exceed the performance standards specified in the Order Form (including the Service Level Agreement, where applicable);
- (c) subject to clause 4.4, in accordance with the Project Plan;
- (d) by implementing, where relevant to the Vizrt Services, the Test Strategy (if any) attached to, or prepared in accordance with, the Order Form;
- (e) substantially in accordance with the relevant Specification;
- (f) using reasonable efforts to meet any performance dates specified in the Order Form and/or Project Plan provided that any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence; and
- (g) in accordance with all applicable laws, regulations, and codes of practice that bind the Supplier as a provider of the Vizrt Services.

4.2. Subject to clauses 4.3, 4.4, and 6 (*Performance Relief*), the Supplier warrants that each deliverable and/or documentary output from the Vizrt Services shall (on its date of delivery) be free from material defects in quality and workmanship. Deliverables and/or outputs from the Vizrt Services may, thereafter, be subject to support where agreed between the parties.

4.3. The Supplier shall have no liability for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third-party communications networks and facilities, including the internet, and the Customer agrees that the Vizrt Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.4. Where an Order Form specifies a Test Strategy for the completion of acceptance testing on specified outputs and/or deliverables from the Vizrt Services (each, an "**Acceptance Item**") then, upon completion of the relevant

Acceptance Item, the Customer shall have five (5) calendar days from the delivery date (the "**Acceptance Period**") to either:

- (a) accept; or
- (b) reject (including by making available a reasonably detailed test summary report),

the Acceptance Item due to a Defect.

4.5. If an Acceptance Item:

- (a) does not contain a Defect then the Customer must accept that Acceptance Item; or
- (b) contains a Defect then the Supplier shall have a reasonable period within which to cure the Defect and re-deliver the Acceptance Item for an additional Acceptance Period.

4.6. If the Customer:

- (a) fails to notify the Supplier in writing of its acceptance or rejection of an Acceptance Item before the expiry of the Acceptance Period; or
- (b) uses the Acceptance Item in a production environment,

then such Acceptance Item shall be deemed accepted.

4.7. Upon acceptance of an Acceptance Item, all Vizrt Services associated with the delivery of the Acceptance Item shall be deemed accepted and the Supplier shall have no further obligation with respect to the Acceptance Item.

5. CUSTOMER'S OBLIGATIONS

5.1. The Customer shall:

- (a) comply with all applicable laws, regulations, and binding codes of practice with respect to its activities under and in connection with the Agreement;
- (b) obtain and shall maintain all necessary licences, consents, and permissions necessary for it to provide and/or make available the Customer's Property under the Agreement;
- (c) provide, for the Supplier, its Service Partners, its agents, subcontractors, consultants, and employees, in a timely manner and at no charge, access to:
 - (i) the Customer's premises, office accommodation, and other facilities; and
 - (ii) the Customer's personnel,

in each case, as reasonably required by the Supplier or otherwise specified in the Order Form, Statement of Work, Project Plan, and/or Test Strategy;

- (d) provide to the Supplier, in a timely manner:
 - (i) all reasonably requested assistance; and
 - (ii) Customer's Property,required by the Supplier in connection with the Vizrt Services;
- (e) ensure that the Customer's Property are complete and accurate;

- (f) use the latest end-point security and versions of anti-virus definitions and software available from an industry accepted anti-virus software provider in respect of its computer systems, technology and network infrastructure that connect to:
 - (i) Supplier's computing environment (including hosting infrastructure);
 - (ii) the Vizrt Hardware; and
 - (iii) the Vizrt Software;
- (g) unless otherwise agreed in writing, be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (h) respond promptly to any reasonable requests from the Supplier for instructions or approvals required to provide the Vizrt Services; and
- (i) perform the Customer's Responsibilities,

together, the "**Customer's Obligations**".

- 5.2. An obligation of the Customer contained in the Agreement (unless the context reasonably requires otherwise) includes an obligation on the Customer to ensure that its representatives and contractors do not act, or omit to act, in breach of that obligation.

6. PERFORMANCE RELIEF

- 6.1. The Supplier shall not be in breach of the Agreement, and, subject to clause 14.1 (*Limitation of Liability*), shall have no liability to the Customer (whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise) arising under and/or in connection with the Agreement for Losses arising from any failure by the Supplier or its personnel to perform any obligations under the Agreement if, and to the extent, such failure:

- (a) results from a failure by the Customer (or any person acting on its behalf) to perform any one or more of the Customer's Obligations;
- (b) is caused by any other act, omission, or default of the Customer (or any person acting on its behalf) in the performance of the Customer's Obligations; or
- (c) the Supplier following the Customer's specifications and/or instructions.

- 6.2. In the event of any failure by the Customer (or any person acting on its behalf) to perform any one or more of the Customer's Obligations, the Supplier may, acting reasonably and without prejudice to any other right or remedy available to it, equitably adjust:

- (a) the estimated due date for delivery of the Vizrt Services (including any output or deliverable); or
- (b) any other timetable for delivery agreed between the parties from time to time.

7. PERSONAL DATA

- 7.1. The Data Processing Terms describe the parties' rights and obligations with respect to the processing of personal data under and/or in connection with the Agreement.

8. NON-SOLICITATION

- 8.1. The Customer shall not, without the prior written consent of the Supplier, at any time during the period commencing on the Effective Date and ending on the expiry of six (6) months from the termination or expiry of the Agreement:
- (a) solicit or entice away from the Supplier or any Service Partner; or
 - (b) employ or attempt to employ, any person who is, or has been, engaged as an employee, consultant, or subcontractor of the Supplier in the provision of the Vizrt Services.
- 8.2. The parties agree that the restriction in clause 8.1:
- (a) does not prohibit the Customer from considering an application for employment submitted on an unsolicited basis or in response to a general advertisement; and
 - (b) is reasonable in the circumstances of the Agreement (including to protect the legitimate business interests of the Supplier).
- 8.3. If the Customer commits any breach of clause 8.1 the Customer shall, on demand, pay to the Supplier a sum equal to one year's basic salary, that was payable to the person employed by the Supplier.

9. FEES AND PAYMENT

- 9.1. The Customer shall pay the Fees to the Supplier in accordance with the terms of the Agreement. Customer purchase orders are for administrative convenience only and do not constitute a condition of payment.
- 9.2. The parties agree that:
- (a) the Supplier may raise its invoices for the Fees in advance or in arrears of the Vizrt Services as is specified in the Order Form (and where the Order Form is silent, the Fees shall be payable in advance of the Vizrt Services); and
 - (b) the Customer shall pay each invoice on, or before the expiry of, the Due Date.
- 9.3. If the Supplier does not receive full payment of the Fees in accordance with clause 9.2(b) then, without prejudice to any of its other rights and/or remedies available under the Agreement or under applicable laws, interest shall accrue on a daily basis on such due amounts at an annual rate equal to the maximum rate prescribed under applicable law, commencing on the Due Date and continuing until fully paid (with the accrued interest), whether before or after judgment.
- 9.4. The parties agree that:
- (a) all amounts and Fees stated or referred to in the Agreement are exclusive of all taxes, including any value added tax; and
 - (b) value added tax shall be added to the Supplier's invoice(s) at the appropriate rate (if applicable).
- 9.5. If the Customer is required by applicable law to make any deduction or withholding from any payment due to the Supplier then the sum due in respect of such payment shall be increased so that, after the making of such deduction or withholding, the Supplier receives a net sum equal to the sum it would have received had no such deduction or withholding been made.
- 9.6. Subject to clause 9.7, the Supplier shall be entitled to be reimbursed for any expenses (such as travel or subsistence expenses) incurred in the performance of the Vizrt Services.

- 9.7. The Customer shall reimburse the Supplier for all expenses incurred in compliance with clause 9.6 provided that the Supplier submits to the Customer (at the Customer's request) appropriate receipts or proof of payment for such expenses.
- 9.8. With respect to Managed Services (and other Vizrt Services purchased on a subscription basis), the Supplier shall be entitled to increase the Fees applicable to each Renewal Period at any time prior to the expiry of the Initial Period or then current Renewal Period (as the case may be) by written notice to the Customer provided that, where such notice is given by the Supplier within the three (3) month period prior to the expiry of the Initial Period or then current Renewal Period (as the case may be), the Customer shall be permitted to give written notice to the Supplier of its intention not to renew the Agreement for the provision of Managed Services (or other Vizrt Services purchased on a subscription basis) at the end of the Initial Period or the relevant Renewal Period (as the case may be) provided that such notice is received by the Supplier within ten (10) days of the Supplier issuing its notice to amend the Fees.
- 9.9. Notwithstanding clause 9.8, the Supplier shall be entitled to increase the Fees and/or the rates applicable to live Vizrt Services on or after the expiry of each Contract Year in accordance with clause 9.10.
- 9.10. The Fees and the rates specified in the Agreement shall be upwardly adjusted by a percentage equal to two percent (2%) above the percentage change in the Consumer Price Index published by the UK's Office for National Statistics over the most recent twelve (12) month period for which data is available at the time the adjustment is to occur.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Customer agrees that, subject to clause 10.2, the Supplier and/or its licensors own, immediately on creation, the Supplier's IPR.
- 10.2. The Supplier hereby grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up (except for the Fees), worldwide, non-exclusive, royalty-free, non-sub-licensable, and non-transferable licence to use the Supplier IPR:
- (a) for its internal business purposes;
 - (b) strictly to the extent necessary in connection with the receipt of the Vizrt Services; and
 - (c) for the Term.
- 10.3. The Supplier may freely incorporate feedback and/or suggested improvements to the Supplier IPR given by, or on behalf of, the Customer.
- 10.4. Except as expressly stated in the Agreement, the Customer shall have no right or interest in, or to, the Supplier IPR.
- 10.5. The parties agree that:
- (a) as between the parties, the Customer owns all Intellectual Property Rights in and to the Customer Materials; and
 - (b) the Customer shall have sole responsibility for the legality, non-infringement, reliability, integrity, accuracy, and quality of the Customer Materials.
- 10.6. The Customer hereby grants to the Supplier a non-exclusive, sub-licensable (to its representatives e.g., employees and sub-contractors), and non-transferable right to use the Customer Materials to the extent necessary for the Supplier (or the Supplier's representatives as the case may be) to provide the Vizrt Services in accordance with the Agreement.

- 10.7. If, through the provision of the Vizrt Services, the Customer (or its representative(s)) comes to own Intellectual Property Rights in the Supplier IPR by operation of applicable law then the Customer shall (or shall ensure that its representative shall) at the Supplier's request take all steps necessary to promptly assign such Intellectual Property Rights to the Supplier and, to the extent permitted by applicable law, waive all moral rights (and analogous rights) worldwide in connection with such Intellectual Property Rights.
- 10.8. The Customer agrees that the Supplier may:
- (a) collect, store, analyse, and process any data, information, and other metrics collected in connection with the Vizrt Services for the following reasons: (1) making the Vizrt Services functional and available for use in accordance with the Agreement; (2) providing the Vizrt Services; (3) verifying compliance with the Agreement; (4) planning and implementing improvements to the Vizrt Services; (5) enabling scalability planning and performance monitoring activities to be carried out; (6) preparing accurate invoices; (7) creating training data; (8) evaluating current and future performance of the Vizrt Services; (9) training and improving machine learning or AI-based systems subject to clause 19.1 (*Use of AI*); and (10) creating, developing, and collecting the Supplier's IPR;
 - (b) subject to clause 10.9, use Aggregated Data for its business purposes including: (1) improving the Vizrt Services; (2) developing new or additional products and services; (3) analysing market trends; (4) creating and publishing press releases and white papers; and (5) preparing case studies, and, in each case, the Customer hereby gives its consent to the same.
- 10.9. The Supplier shall ensure that use of Aggregated Data: (a) does not contain personal data; (b) is not attributable to the Customer (or any other of the Supplier's other customers); and (c) does not reveal the Customer's Confidential Information.

11. IPR INDEMNITY

The IPR Indemnity

- 11.1. Subject to clauses 11.2 to 11.8 (inclusive), each party (as the Indemnifying Party) shall defend and indemnify the other party (as the Indemnified Party) from and against any IPR Claim.
- 11.2. The IPR Indemnity shall only apply to Losses to the extent that such Losses are (or have been):
- (a) awarded against the Indemnified Party by a court or other body having competent jurisdiction or agreed to be paid (with the consent of the Indemnifying Party) to the third-party claimant in settlement of an IPR Claim; and
 - (b) reasonably and properly incurred legal fees and disbursements, fees levied by any court of competent jurisdiction, arbitrator or mediator, and/or fees and disbursements charged by expert witnesses.

Indemnity Procedure

- 11.3. The Indemnified Party shall notify the Indemnifying Party of any IPR Claim made against it:
- (a) as soon as is reasonably practicable on becoming aware of the IPR Claim; and
 - (b) in any event within five (5) Business Days of becoming aware of the IPR Claim.
- 11.4. The Indemnifying Party shall:
- (a) notify the Indemnified Party of any actual or potential IPR Claim as soon as is reasonably practicable on becoming aware of it; and

- (b) subject to clause 11.5, at its own cost and expense, promptly and diligently conduct all negotiations and proceedings relating to the IPR Claim (including an IPR Claim notified to it under clause 11.3).

11.5. The Indemnified Party shall:

- (a) not admit liability or agree any settlement of an IPR Claim without first consulting with, and obtaining the written consent of, the Indemnifying Party;
- (b) permit the Indemnifying Party to conduct exclusive negotiations and proceedings relating to the IPR Claim (provided that the Indemnifying Party shall keep the Indemnified Party reasonably informed of the progress of the IPR Claim);
- (c) take all reasonable and timely action necessary to mitigate all Losses incurred by the Indemnified Party as a result of the IPR Claim (including such reasonable actions as the Indemnifying Party may request to avoid, dispute, resist, appeal, compromise, or defend the IPR Claim); and
- (d) provide reasonable technical and other information requested by the Indemnifying Party in support of the conduct of proceedings relating to the IPR Claim.

11.6. Without prejudice to the IPR Indemnity, or the Indemnified Party's other rights or remedies under the Agreement, if the Indemnifying Party is unable bring an end to the IPR Claim within ninety (90) days of the Indemnifying Party becoming aware of the IPR Claim (including by securing rights, or modifying or replacing an infringing item without impairing its compliance with the requirements of the Agreement) then the Indemnifying Party may terminate the Agreement by written notice to the Indemnified Party.

Exclusions

11.7. The IPR Indemnity (and the Indemnifying Party's obligations in connection with the IPR Indemnity) shall not apply to any IPR Claim that has been made as a consequence of:

- (a) the Indemnifying Party complying with the Indemnified Party's technical or functional specifications;
- (b) the Indemnifying Party's use of any materials provided by, or on behalf of, the Indemnified Party;
- (c) modification (other than by, or on behalf of, the Indemnifying Party) of the Indemnifying Party's Intellectual Property Rights by, or on behalf of, the Indemnified Party;
- (d) use or combination (other than by, or on behalf of, the Indemnifying Party) of Indemnifying Party's Intellectual Property Rights with items not provided by, or on behalf of, the Indemnifying Party if that use or combination was not contemplated as part of the Agreement; or
- (e) any breach of the Agreement by the Indemnified Party and/or from any negligence or misconduct by the Indemnified Party.

11.8. If an IPR Claim is made, the Indemnifying Party may, without prejudice to its obligations under the Agreement:

- (a) modify any affected Intellectual Property Rights so as to avoid or remove the infringement; or
- (b) replace any part of any affected Intellectual Property Rights with a non-infringing replacement or remove any or part of the affected Intellectual Property Rights provided that the Indemnified Party experiences no material deterioration in functionality or performance of the Intellectual Property Rights.

12. CONFIDENTIAL INFORMATION

12.1. Subject to clauses 12.2 and 12.3, each party undertakes to the other party that it shall (with respect to all Confidential Information that it receives from the other party):

- (a) keep all Confidential Information strictly confidential;

- (b) except as expressly permitted by the Agreement, not disclose the Confidential Information in whole or in part to any third party; and
- (c) except as expressly stated otherwise in the Agreement, use the Confidential Information solely for its own internal business purposes or, in the case of the Supplier, to the extent necessary to deliver the Vizrt Services.

12.2. Each party may disclose the other party's Confidential Information:

- (a) to its Permitted Recipients provided that such party:
 - (i) ensures that any Permitted Recipient to whom a disclosure is made is subject to obligations of confidentiality which are equivalent to those described in this clause 12 (*Confidential Information*); and
 - (ii) shall be and remain liable for the acts and omissions of such Permitted Recipients as if such acts and omissions were its own; and
- (b) in compliance with the requirements of a competent legal or other regulatory authority (or as otherwise required by applicable law) provided that the disclosing party shall, as soon as reasonably practicable and to the extent permitted by applicable law, notify the other party in writing of the circumstances of such disclosure and the Confidential Information to which such disclosure applies for the purpose of limiting the disclosure.

12.3. The obligations of confidentiality under the Agreement shall not apply (or shall cease to apply, as the case may be) to any Confidential Information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party in breach of the Agreement;
- (b) was in the receiving party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; and/or
- (d) the parties agreed in writing is not confidential or may be disclosed.

13. TERM AND TERMINATION

Term

13.1. The Agreement shall take effect on the Effective Date and continue, unless terminated in accordance with its terms, for the Term.

13.2. With respect to Managed Services (or other subscription-based Vizrt Services) and except where agreed otherwise in the Order Form, the Agreement shall be automatically extended beyond the Initial Period for a successive Renewal Period unless and until one party gives written notice to the other party of its intention not to renew the Agreement at the end of:

- (a) the Initial Period; or
- (b) the then current Renewal Period,

and provided that such notice is received by the other party at least ninety (90) days before the expiry of the Initial Period or the then current Renewal Period as the case may be.

Termination

- 13.3. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a Material breach of the Agreement that:
- (a) is irremediable; or
 - (b) if such Material breach is remediable, is not so remedied within thirty (30) calendar days from written notice requiring remedy of the Material breach.
- 13.4. Without limiting the Supplier's rights to terminate the Agreement under clause 13.3, the Supplier may terminate the Agreement (or at its option suspend the Vizrt Services) if the Customer (or any person acting for, or on, its behalf) commits any breach (Material or otherwise) of any one or more of the following clauses: 5.1(a) and/or 5.1(b) (*Customer's Obligations*); 8 (*Non-solicitation*); 9.1 (*Fees and payment*); 12 (*Confidential Information*); or 16 (*Social Responsibility Laws*).
- 13.5. On termination or expiry of the Agreement for any reason:
- (a) all rights and licences granted under the Agreement shall immediately terminate and the Customer must cease using the Vizrt Services (and the outputs from the Vizrt Services);
 - (b) each party shall return, and make no further use of, any equipment, property, and other items (and all copies of them) belonging to the other party; and
 - (c) the Supplier may destroy (or otherwise dispose of) any of the Customer's Property in its possession unless the Supplier receives, by no later than ten (10) calendar days from the effective date of termination or expiry of the Agreement, a written request for the delivery to the Customer of specific Customer's Property.
- 13.6. Termination or expiry of the Agreement (howsoever occurring) shall be without prejudice to any rights or liabilities which may have accrued up to the date of such termination or expiry and it shall not affect the coming into force or the continuance in force of any of its provisions which are expressly or by implication intended to come into or continue in force on or after such termination or expiry.
- 13.7. The Customer is not permitted to cancel or otherwise terminate the Agreement for convenience without the Supplier's consent (which consent may be withheld at the Supplier's discretion and may be subject to cancellation and/or early termination charges).

14. LIMITATION OF LIABILITY

- 14.1. Nothing in the Agreement shall limit or exclude either party's liability to the other to a greater extent than is permitted under applicable law for Losses resulting from:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter in respect of which Losses may not be limited or excluded under applicable laws.
- 14.2. Except as expressly provided otherwise in clause 14.3, nothing in the Agreement shall limit or exclude:
- (a) the Customer's liability to pay incurred and/or anticipated Fees; or
 - (b) either party's liability to the other for Losses payable under the IPR Indemnity.
- 14.3. Subject to clause 14.1 and clause 14.2, neither party shall be liable to the other (or to any third party claiming under or through the other) under any and all causes of action (whether such causes of action arise in contract

(including under an indemnity or warranty), in tort (including negligence or for breach of statutory duty) or otherwise) for Losses to the extent comprising:

- (a) loss of profit or revenue (except for incurred or anticipated Fees);
- (b) loss of anticipated savings;
- (c) loss of contract or business opportunity;
- (d) loss, destruction, or corruption of data (except as expressly provided otherwise in the Agreement);
- (e) loss or depletion of goodwill; or
- (f) indirect or consequential Losses of whatever nature including any Losses of a type described in clause (a) to (e) above which could be regarded as indirect or consequential,

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 the Supplier or the Customer at the Effective Date.

14.4. Subject to clauses 14.1, 14.2, and 14.3, each party's total aggregate liability to the other (and to any third party claiming under or through the other):

- (a) under and/or in connection with the Agreement;
- (b) with respect to each Contract Year; and
- (c) for all causes of action arising in that Contract Year (as determined by the date when the liability giving rise to the cause of action first arose),

shall not exceed the total Fees paid by the Customer to the Supplier under the Agreement for the Contract Year in question.

14.5. The parties agree that the provisions of this clause 14 (*Limitation of Liability*) are considered by them to be reasonable in all the circumstances, having taken into account section 11 and the guidelines in schedule 2 of the Unfair Contract Terms Act 1977 and the nature of the Vizrt Services and the Fees.

15. EXCLUSION OF IMPLIED WARRANTIES

15.1. Subject to clause 14.1 and except for express warranties, representations, undertakings, and other commitments given in the Agreement:

- (a) the Supplier does not give any warranties, representations, undertakings, or other commitments to the Customer; and
- (b) all other warranties, conditions, representations, undertakings, and/or terms (whether: (1) written or oral; or (2) express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including as to satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness) are hereby excluded to the fullest extent permitted by applicable law.

16. SOCIAL RESPONSIBILITY LAWS

16.1. With regard to all activities carried out under and/or in connection with the Agreement, each party shall use reasonable efforts to procure that its employees, directors, officers, agents, subcontractors, and other representatives shall, comply with all applicable Social Responsibility Laws and Sanctions Restrictions.

16.2. Each party shall have, and shall maintain in place throughout the Term, such policies and procedures as are reasonable and necessary to ensure its compliance with this clause 16.

- 16.3. The Customer shall not use the Vizrt Services 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 Services (or any Documentation) to any jurisdiction, territory, country, or person to which export, re-export, or release is prohibited by Sanctions Restrictions without first obtaining any required export license or other governmental approval, and completing such formalities as may be required by the Sanctions Restrictions.
- 16.4. 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:
- (a) provide all relevant information relating to such breach as the Supplier may reasonably request; and
 - (b) co-operate with the Supplier and any relevant public authorities in relation to the breach of Social Responsibility Laws or Sanctions Restrictions.
- 16.5. The Customer shall not do anything which would cause the Supplier to be in breach of the Social Responsibility Laws or Sanctions Restrictions and shall protect, indemnify and hold harmless the Supplier from any fines, losses and liabilities incurred as a result of the Customer's failure to comply with this clause 16.

17. FORCE MAJEURE

- 17.1. Except with respect to the Customer's obligation to pay the Fees or expenses due under the Agreement, a party shall not have any liability to the other party under and/or in connection with the Agreement if that party is prevented from or delayed in performing its obligations by acts, events, omissions, or accidents beyond its reasonable control (including epidemics and/or pandemics, strikes, lock-outs or other industrial disputes, failures of utility services or transport or telecommunications networks, acts of God, wars, riots, civil commotion, malicious damage, compliance with any laws or governmental orders, rules, regulations, or binding directions, fire, floods, or storms).

18. NOTICES

- 18.1. 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:
- (a) 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
 - (b) except with respect to the service of legal proceedings, e-mail to the addresses specified in the Order Form.
- 18.2. Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) 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
 - (c) 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.

19. GENERAL

- 19.1. **Use of AI:** The Supplier may use artificial intelligence systems and/or models in the provision of the Vizrt Services provided that, in so doing, it uses such artificial intelligence systems and/or models in compliance with the AI Addendum (to the extent relevant to the Vizrt Services).
- 19.2. **Survival:** The rights and obligations under provisions of the Agreement which expressly or by their nature are intended to survive termination shall remain in full force and effect notwithstanding the termination and/or expiry of the Agreement.
- 19.3. **Conflicts:** If and to the extent there is, or arises, any conflict, inconsistency, or ambiguity between any document forming part of the Agreement then such conflict, inconsistency, or ambiguity shall be resolved in accordance

with the following order of precedence (with the document higher in the list prevailing over a document lower in the list):

- (a) The Services GTCs;
- (b) the Data Processing Terms;
- (c) the relevant Specification;
- (d) the Service Level Agreement; and
- (e) the Order Form (including the Statement of Work, Project Plan, and Test Strategy) except where the parties expressly (by reference to the specific provision being deleted, amended, varied, replaced, or otherwise updated) agree to delete, amend, vary, replace, or otherwise update a document listed above in connection with a specific Order Form; and
- (f) the remaining documents.

19.4. **Subcontracting:** The Supplier may sub-contract the performance of its obligations (or any part thereof) to any third-party service-provider (including Service Partners) provided that:

- (a) the Supplier shall comply with the Data Processing Terms; and
- (b) except where a relevant Service Partner has contracted directly with the Customer, remain responsible for all acts and omissions of such third party service-providers that result in a breach of the Agreement.

19.5. **Variations:** No variation of the Agreement shall be effective unless:

- (a) made in writing expressly referencing the provision being varied; and
- (b) signed by the parties.

19.6. **No Waiver:** No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is sought to be enforced and no failure or delay by a party to exercise any right or remedy under the Agreement or applicable law shall:

- (a) constitute a waiver of that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

19.7. **Severability:** The parties agree that:

- (a) if any provision (or part of a provision) 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 otherwise illegal, the other provisions shall remain in force; and
- (b) if any invalid, unenforceable, or illegal provision for the purposes of clause 19.7(a) 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.

19.8. **No partnership or agency:** Nothing in the Agreement is intended to create:

- (a) a partnership;
 - (b) the relationship of principal and agent; or
 - (c) the relationship of employer and employee,
- between the parties.

19.9. **Entire Agreement:** The parties agree that:

- (a) the Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersedes any previous arrangements, understandings or agreements between them relating to the subject matter they cover;
 - (b) 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) relating to the subject matter of the Agreement other than as expressly set out in the Agreement; and
 - (c) except in the case of fraudulent misrepresentation, it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 19.10. **Assignment:** Except in respect of invoice financing or the recovery of a debt owed and without limiting clause 19.4 (Subcontracting), neither party is permitted to 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.
- 19.11. **Third Party Rights:** The Agreement does not confer any rights on any person or party (other than the parties to the Agreement) including pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 19.12. **Publicity:** The Supplier may issue any public relations or advertising materials or make any public announcement regarding the Customer's use of the Vizrt Services (including by using the Customer's trading name, trademarks, and other representations related to the Customer's brand and noting the Customer as a referee) without the Customer's prior consent.
- 19.13. **Counterparts:** The parties agree that:
- (a) the Agreement (typically, through the Order Form) may be executed in any number of counterparts, each of which, when executed and delivered (whether in original, copy, or via email), shall be an original; and
 - (b) all counterparts of the Agreement together shall constitute one and the same instrument.
- 19.14. **Governing Law and jurisdiction:** The parties agree that:
- (a) the Agreement (and any dispute or claim arising out of, under, 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 and Wales; and
 - (b) the courts of England and Wales 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).

20. **INTERPRETATION**

20.1. In the Agreement:

- (a) the headings are for convenience only and shall not affect the interpretation of the Agreement;
- (b) any obligation in the Agreement on a party not to do something, includes an obligation not to agree, allow, permit, or acquiesce to that thing being done;
- (c) any reference in the 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;
- (d) references to a "**party**" shall be construed as the Customer or the Supplier and "**parties**" shall be construed as the Customer and the Supplier taken together;

- (e) 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;
- (f) 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;
- (g) a reference to the performance of an obligation "*from*" a given date shall include that date; and
- (h) "**Material**" in the context of classifying the seriousness of a breach means that such breach is: (1) more than trivial but need not be repudiatory; and (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.

Appendix 1

DEFINITIONS

Acceptance Item and Acceptance Period	have their respective meanings given in clause 4.4.
Aggregated Data	collected, grouped, anonymised, and aggregated data and information (including metrics) which is created, generated, derived, or otherwise produced by the Supplier based on data created through the Vizrt Services (provided that Aggregated Data shall not disclose Confidential Information or contain personal data or personally identifiable information).
Agreement	1. the Order Form; 2. these Services GTCs; 3. the DPA; 4. the Statement of Work, Project Plan, and/or Test Strategy (where applicable); and 5. all other documentation referred to, and/or incorporated by reference into, the foregoing (including the Service Level Agreement).
AI Addendum	the "AI Addendum" referred in, or incorporated into, the Order Form and/or available for viewing or download through the Trust and Legal Center.
Business Day	a day other than a Saturday, Sunday or public holiday in England.
Confidential Information	all non-public: 1. information; 2. materials; 3. documentation; and 4. data, in each case, of whatever nature, disclosed (whether orally or in writing) by one party to the other or obtained by one party from the other (whether before or after the Effective Date) arising out of, or in connection with, the Agreement (or its subject matter) and whether or not such information, materials, documentation, or data is marked as "confidential" but which ought to reasonably be considered to be confidential. The Supplier's IPR shall be deemed to be Confidential Information of the Supplier.
Consultancy Services	professional services purchased (typically on a non-subscription basis) and: 1. specified as "Consultancy Services" (or similar) in the relevant Order Form; and 2. described more fully in the Specification and/or Statement of Work.
Contract Year	each 12-month period starting on the Effective Date or an anniversary of it.
Customer	the corporate entity identified as the recipient of the Vizrt Professional Services in the Order Form.
Customer's Obligations	has the meaning given in clause 5.1.

Customer's Property	all data, information, software, documentation, and materials provided and/or made available to the Supplier by the Customer under and in connection with the Agreement.
Customer's Responsibilities	the dependencies and/or assumptions listed and/or described in documentation comprising the Agreement (including the RACI, Statement of Work, Project Plan, and/or Test Strategy).
Data Processing Terms	the data processing agreement located at (and available for download through) the following URLs: Data Processing Agreement https://www.vizrt.com/legal/#dpa; and Fair Processing Notice https://www.vizrt.com/privacy-policy.
Defect	a material defect in an Acceptance Item based on the acceptance criteria described in and/or agreed in accordance with the Test Strategy.
Due Date	the date falling thirty (30) days from the date of the Supplier's invoice for Fees.
Effective Date	the: 'Effective Date' or Vizrt Service commencement date described in the Order Form; or - where the 'Effective Date' or Vizrt Service commencement date has not been described in the Order Form, date that the Order Form is last signed by the parties.
Electronic Signature	has the meaning given in clause 2.1(b).
Fees	the fees and/or charges specified in the Order Form.
Hardware GTCs	the separate terms and conditions applicable to the sale and delivery of Vizrt Hardware as referred in, or incorporated into, the Order Form, Statement of Work, or Specification and available through the Trust and Legal Center.
Indemnified Party	the party receiving the IPR Indemnity.
Indemnifying Party	the party giving the IPR Indemnity.
Initial Period	the period of twelve (12) months from the Effective Date (unless agreed otherwise in the Order Form).
Intellectual Property Right(s) or IPR	- patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, plant variety rights, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions; - copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights;

3. trademarks and service marks, applications for any of the foregoing, the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs;
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 foregoing which may exist anywhere in the world.

IPR Claim	any claim made against the Indemnified Party by a third-party claimant alleging infringement of its Intellectual Property Rights as a direct result of the Indemnified Party's use of the Indemnifying Party's Intellectual Property Rights in accordance with the Agreement.
IPR Indemnity	the indemnity given in clause 11.1.
Losses	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.
Managed Services	professional services purchased (typically on a subscription basis) and: 1. specified as "<i>Managed Services</i>" in the relevant Order Form; and 2. described more fully in the relevant Managed Services Specification.
Managed Services Specification	the document known as the " <i>Managed Services Specification</i> " describing the Managed Services to be provided by the Supplier under and in connection with the Agreement and as referred in, or incorporated into, the Order Form.
Order Form	the ordering and/or quotation document to which these Services GTCs have been attached or incorporated by reference.
Permitted Recipient	the employees, directors, officers, agents, professional advisers, consultants, contractors, and subcontractors (and those of its affiliates) of a party (or a Service Partner) who have reasonable need to know Confidential Information for the purposes of the Agreement.
Project Plan	the " <i>Project Plan</i> ", if any, attached to, or prepared in accordance with, the Order Form or Specification.
RACI	the table allocating responsibilities between the parties attached to the Order Form and/or other documents comprising the Agreement.
Renewal Period	a period equal in duration to the Initial Period (unless agreed otherwise in the Order Form).
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: 1. the United Nations; 2. the European Union; 3. the United Kingdom; and

	4. the United States of America.
Services GTCs	this document.
Service Partner	a third-party delivery partner appointed by the Supplier to deliver the Vizrt Services (in whole or in part).
Service Level Agreement	the document known as the " <i>Service Level Agreement</i> " describing the target service levels applicable to the provision of the Vizrt Services and as referred in, or incorporated into, the Order Form or relevant Specification.
Social Responsibility Laws	all applicable laws concerning anti-bribery, anti-slavery, anti-discrimination and/or the facilitation of financial crime and tax evasion (including the Criminal Finances Act 2017, the Terrorism Act 2006, the Money Laundering Regulations 2017, and the UK Bribery Act 2010).
Specification	1. the description of the Consultancy Services described in the Statement of Work; or 2. the description of the Managed Services described in the Managed Services Specification, as the case may be. The Specification may be referred to as the "Technical Specification" in the Order Form and/or quotation document.
Statement of Work	the document describing the relevant Vizrt Services and their Specification as made available by the Supplier in connection with the Order Form.
Subscription GTCs	the separate terms and conditions applicable to the provision and use of Vizrt Software. The Subscription GTCs are available for viewing or download at the Trust and Legal Center.
Supplier	the provider of the Vizrt Services (as identified in the Order Form).
Supplier's IPR	all Intellectual Property Rights in all materials provided and/or made available as part and/or as a result of the Vizrt Services (including in all work products, outputs, AI training data and deliverables (such as creative assets)).
Term	1. the "<i>Term</i>" specified in the Order Form; or 2. with respect to Managed Services (or other subscription-based Vizrt Services), the Initial Period and all Renewal Periods.
Test Strategy	the " <i>Test Strategy</i> " (if any) attached to, or prepared in accordance with, the Order Form or Specification.
Trust and Legal Center	https://www.vizrt.com/legal .
Vizrt Hardware	hardware or other equipment (which may comprise internal and/or external physical parts, devices, components, peripherals) sold to the Customer.
Vizrt Services	the Consultancy Services and/or Managed Services specified in the Order Form and relevant Specification.

