



GENERAL TERMS AND CONDITIONS

FOR THE EVALUATION OF

VIZRT PRODUCTS

September, 2026 – 1.0

GENERAL TERMS AND CONDITIONS

FOR THE EVALUATION OF VIZRT PRODUCTS

1. Agreement

1.1 This Agreement is a legally binding contract between: (a) the Vizrt entity described in the Order Form ("**Vizrt**"); and (b) the company that has, through the Order Form or as described in clause 1.2, been licensed to use the Vizrt API and/or Vizrt Product for the purposes of an Evaluation (the "**Licensee**").

1.2 The Licensee agrees that: (a) these terms are designed for electronic execution; (b) by scrolling through them and clicking "Accept" (or completing any other affirming act the registration process requires) (the "**Electronic Signature**"), the Licensee confirms that its authorised representative has full authority to accept these terms on the Licensee's behalf; and (c) the Electronic Signature has the same legal standing as a physical signature.

2. Evaluation Period

2.1 The Agreement (and the Evaluation Licence): (a) takes effect on the date the Order Form is last signed by the parties (the "**Effective Date**"); and (b) continues, subject to clause 13, for the Evaluation Period.

3. Evaluation Licence

3.1 Subject to the Agreement and execution of an Order Form, Vizrt grants the Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, and limited right to permit Authorised Users to access and use the Vizrt Materials during the Evaluation Period:

3.1.1 for sole purpose of the Evaluation; and

3.1.2 subject to the restrictions contained in clauses 3.3 and 3.4, (the "**Evaluation Licence**").

3.2 The Vizrt Materials are licensed, not sold, for non-commercial use in connection with the Evaluation only.

3.3 The Licensee represents, warrants, and undertakes to Vizrt that it shall use the Vizrt Materials only for the purposes of the Evaluation, including by:

3.3.1 using the Vizrt Materials solely for the Licensee's internal evaluative purposes and in accordance with their intended purpose, as described in the Vizrt Documentation;

3.3.2 downloading, installing, accessing, and/or using the Vizrt API and/or Vizrt Products solely in accordance with the type and number of active and valid end user licences described in the Order Form; and

3.3.3 using the Vizrt Documentation solely in support of the Evaluation.

3.4 Without limiting clause 3.3, the Licensee represents, warrants, and undertakes to Vizrt that it shall not:

3.4.1 access or use the Vizrt Materials beyond the scope of the Evaluation Licence or any restriction in the Order Form;

3.4.2 allow anyone who is not an Authorised User to access the Vizrt Materials;

3.4.3 introduce to the Vizrt API and/or Vizrt Product any software, code, file, or programme that could impair or adversely affect its operation (including worms, Trojan horses, and viruses), or submit material that is unlawful, submitted unlawfully (including in breach of the Data Protection Legislation), or that facilitates illegal activity;

3.4.4 convert, copy, adapt, reverse engineer, de-compile, disassemble, modify, or make error corrections to the Vizrt API and/or Vizrt Product, except as expressly permitted in writing by Vizrt;

3.4.5 attempt to circumvent, disable, or interfere with any security-related feature of the Vizrt API and/or Vizrt Product (including a feature that enforces limitations of use or prevents copying);

3.4.6 combine or incorporate the Vizrt API and/or Vizrt Product, or any part of it, into any other product or service;

3.4.7 use the Vizrt API and/or Vizrt Product for benchmarking, competitive analysis, or the performance of penetration testing, or publicly disseminate the results of any such benchmarking, analysis, or comparison;

3.4.8 use the Vizrt Materials to build (or to assist another person to build) a product or service which competes with the Vizrt API, Vizrt Product, or the business of Vizrt (or any of Vizrt's affiliated companies);

3.4.9 use the Vizrt Materials to provide services (or demonstrate prospective services) to third parties (including affiliates) without the prior written permission of Vizrt (including, for the avoidance of doubt, beta releases of its own products and/or platforms to existing and/or prospective customers);

3.4.10 remove any of Vizrt's trademark, copyright, or other proprietary notices from the Vizrt Materials;

3.4.11 use (other than as permitted by this Agreement), produce, publish, modify, distribute, disseminate, broadcast, sell publicly, market, publicly perform, or otherwise commercially exploit the Vizrt Materials, or any part of them, in any form, manner, or medium, anywhere in the world;

3.4.12 copy the Vizrt Materials except with Vizrt's prior written consent;

3.4.13 where consent is given under clause 3.4.13:

3.4.13.1 include the copyright and other proprietary notice of Vizrt in every copy, or part of a copy, in any form, of the Vizrt Materials; and

- 3.4.13.2 maintain accurate and up-to-date records of the number and location of all copies of the Vizrt Materials, and provide such information to Vizrt if requested by Vizrt from time to time; and

3.5 If the Licensee develops or uses a product or process which, in Vizrt's reasonable opinion, may have involved the use of any of Vizrt's IPR (including Confidential Information), the Licensee shall, at Vizrt's request, supply to Vizrt all information reasonably necessary to establish that Vizrt's IPR has not been used or disclosed in breach of this Agreement.

3.6 The Licensee shall indemnify Vizrt against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including direct, indirect or consequential losses, loss of profit, loss of reputation, and interest and penalties) suffered or incurred by Vizrt arising from any breach of this clause 3 and from the actions or omissions of any representative of the Licensee (including Authorised Representatives) in breach of this clause 3.

4. Vizrt Hosted Subscription Services

4.1 Where, in accordance with the Order Form, a Vizrt Product is made available to the Licensee on a hosted basis by Vizrt or its service providers ("Vizrt Hosted"), Vizrt shall: (a) apply industry-standard security controls designed to prevent or mitigate the introduction of malicious code or viruses into the Vizrt Product; and (b) use industry-accepted end-point security measures to prevent, detect, and remove viruses from Vizrt's computing environment, provided that, for the avoidance of doubt and without limiting clause 6 (Disclaimers), Vizrt gives no warranty, representation, or commitment as to the availability, uptime, or performance of any Vizrt Hosted Vizrt Product during the Evaluation Period.

4.2 The Licensee shall be solely responsible for procuring and maintaining its own network connections and telecommunications links to any Vizrt Hosted Vizrt Product, and Vizrt shall have no liability for any delay, failure, interruption, or loss arising from or in connection with those links.

4.3 A Vizrt Hosted Vizrt Product is provided "as is" and "as available" during the Evaluation Period, and the rest of the Agreement shall apply to it in the same way as it applies to the Vizrt Materials generally.

5. The Vizrt API, Vizrt Products, and Vizrt Documentation

5.1 Without prejudice to Vizrt's obligations under the Agreement (e.g., under clause 8 (Confidentiality)), and because the Vizrt Materials are made available:

- 5.1.1 for Evaluation purposes only; and
- 5.1.2 unless agreed otherwise in the Order Form, without charge,

Vizrt provides the Vizrt Materials "as is" and "as available" and subject to the disclaimers listed in clause 6.

5.2 Vizrt has sole discretion to modify, at any time and with or without notice to the Licensee, the functionality, performance, configuration, appearance, and content of the Vizrt Materials.

6. Disclaimers

6.1 Notwithstanding any other provision of the Agreement (including this clause), and without limiting the other disclaimers set out in this clause, the Vizrt Materials are provided to the Licensee "as is" and, to the fullest extent permitted by applicable law, without any warranties, support, indemnities, or liabilities of any kind, whether express or implied.

6.2 Subject to clause 14.1, Vizrt gives no warranties, representations, or other commitments to the Licensee (or to its Authorised Users) as to the functionality, performance, availability, transmission speeds, content, latency or accuracy of the Vizrt Materials, and all warranties, conditions, representations, and terms (whether written or oral, and whether implied by statute, common law, custom, trade usage, course of dealing, or otherwise, including as to satisfactory quality, fitness for purpose, accuracy, adequacy, completeness, or timeliness) are excluded to the fullest extent permitted by applicable law.

6.3 Vizrt shall have no liability under the Agreement to the extent any such liability is caused by any one (or more) of the following:

- 6.3.1 use of the Vizrt API and/or Vizrt Product otherwise than strictly in accordance with the Agreement and Vizrt's instructions, including use in a production environment, use combined with software not approved in writing by Vizrt, or any unauthorised modification or configuration, whether by the Licensee, its computing systems, or any other party; or
- 6.3.2 any delays, delivery failures, or other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee agrees that use of the Vizrt API and/or Vizrt Product may be subject to the limitations, delays and other problems inherent in the use of such communications facilities.

7. Updates and support services

7.1 Except to the extent expressly agreed otherwise in the Order Form, Vizrt is not obliged to furnish the Licensee with any modification, enhancement, upgrade, or release to the Vizrt Product that Vizrt may develop from time to time during the Evaluation Period.

8. Confidentiality

8.1 The obligations contained in this clause 8 shall not apply to Confidential Information that:

- 8.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

- 8.1.2 was already in the receiving party's lawful possession before disclosure; or
 - 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure.
- 8.2 Each party shall:
- 8.2.1 use commercially reasonable endeavours to keep the other party's Confidential Information confidential, using at least the same care and discretion it uses to protect its own similar information; and
 - 8.2.2 subject to clauses 8.3 and 8.4, not make the other party's Confidential Information available to any third party, or use it for any purpose other than in connection with the provision or receipt of the Vizrt API and/or Vizrt Product.
- 8.3 A party may disclose the other party's Confidential Information to the extent required by applicable law, a regulatory body, or a securities exchange, provided the disclosing party notifies the other party in writing, as soon as reasonably practicable and to the extent permitted by applicable law, of the circumstances of such disclosure and the Confidential Information disclosed.
- 8.4 Vizrt may disclose the Licensee's Confidential Information to:
- 8.4.1 any employee, consultant, contractor, auditor, professional adviser, or other person engaged by Vizrt who needs to know it in connection with the Agreement and/or use of the Vizrt Materials; or
 - 8.4.2 the examination and certification of Vizrt's accounts.
- 8.5 Vizrt shall use commercially reasonable efforts to ensure that anyone to whom the Licensee's Confidential Information is disclosed under clause 8.4 is bound by written confidentiality obligations substantially similar to those in the Agreement.
- 8.6 The Licensee warrants and represents that it has the right to disclose its Confidential Information (including the Licensee Materials) to Vizrt, and to authorise Vizrt to use it in connection with the Vizrt Materials.
- 9. Licensee Personal Data**
- 9.1 If use or implementation of the Vizrt API and/or Vizrt Product under the Evaluation Licence requires Vizrt (as a Data Processor) to Process the Licensee Personal Data on the Licensee's behalf (as the Data Controller), the parties agree that the Agreement shall further incorporate the Data Processing Addendum.
- 10. Licensee's obligations**
- 10.1 The Licensee shall:
- 10.1.1 comply with all applicable laws, regulations, and binding codes of practice relating to its activities under the Agreement;
 - 10.1.2 only share Licensee Personal Data with Vizrt where it is lawfully entitled to do so, and only in accordance with applicable law;
 - 10.1.3 obtain and maintain all licences, consents, and permissions it needs to:
 - 10.1.3.1 provide and/or make available the Licensee Materials; and
 - 10.1.3.2 connect its computing environment to the Vizrt API and/or Vizrt Products;
 - 10.1.4 comply with Vizrt's reasonable requests relating to the operation of the Vizrt Materials and the conduct of the Evaluation;
 - 10.1.5 keep its network and systems compliant with any specifications Vizrt provides from time to time; and
 - 10.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Vizrt's data centres, and for all problems, conditions, delays, delivery failures, and other loss or damage arising from or relating to those connections or links, or caused by the internet.
- 10.2 The Licensee is responsible for the acts and omissions of Authorised Users as if they were its own.
- 10.3 Unless the context requires otherwise, every obligation on the Licensee under the Agreement includes an obligation to ensure that Authorised Users do not act, or fail to act, in breach of it.
- 11. Export Regulations**
- 11.1 The Vizrt Materials may be subject to export control laws. The Licensee shall not, directly or indirectly, export, re-export, release, or otherwise make the Vizrt Materials accessible to any jurisdiction, country, entity, or person where this is prohibited by applicable law, rule, or regulation.
- 11.2 The Licensee shall:
- 11.2.1 comply with all applicable laws, regulations, and binding rules in the country or countries where it is licensed to use the Vizrt Materials; and
 - 11.2.2 complete all required undertakings (including obtaining any necessary export licence or other government approval) before exporting, re-exporting, releasing, or otherwise making the Vizrt Materials available.
- 12. Intellectual Property Rights**
- 12.1 As between the parties, Vizrt owns all Intellectual Property Rights in and to the Vizrt IPR (including all Vizrt Derivative Works).
- 12.2 Vizrt may freely incorporate into the Vizrt IPR any feedback or suggested improvement given by the Licensee or an Authorised User.

- 12.3 Except for the Evaluation Licence, the Licensee shall have no right or interest in the Vizrt IPR.
- 12.4 As between the parties, the Licensee owns all Intellectual Property Rights in and to the Licensee Materials, and is solely responsible for their legality, non-infringement, reliability, integrity, accuracy, and quality.
- 12.5 The Licensee grants to Vizrt (and its representatives and subcontractors) a non-exclusive, non-transferable right to use the Licensee Materials strictly to the extent necessary for Vizrt (or Vizrt's representative) to provide and make available the Vizrt API and/or Vizrt Product.
- 12.6 The Licensee agrees that the Vizrt Materials are commercially valuable, proprietary assets and trade secrets of Vizrt and its licensors, reflecting the effort of skilled developers and the investment of considerable time and money by or on behalf of Vizrt.
- 12.7 If any Intellectual Property Rights do not vest as described in clause 12.1 or clause 12.4 by operation of applicable law then:
- 12.7.1 where possible, the relevant party assigns both present and future Intellectual Property Rights in those rights to the other party, to give effect to clause 12.1 or clause 12.4 (as the case may be); and
- 12.7.2 the relevant party shall do everything reasonably necessary, and sign any document reasonably necessary, to complete that transfer, both during and after the Agreement.
- 12.8 Nothing in the Agreement shall restrict Vizrt from developing or using any technique, idea, concept, or know-how relating to methods or processes acquired while providing the Vizrt Product.

13. Termination

- 13.1 Without prejudice to a party's right to claim for loss or damage arising from a breach of the Agreement, and subject to clause 13.2, and reflecting that the purpose of the Agreement is for the Licensee to Evaluate the Vizrt API and/or Vizrt Product (i.e., non-production use), either party may terminate the Agreement for convenience at any time on written notice to the other party with immediate effect.
- 13.2 On termination or expiry of the Agreement for any reason:
- 13.2.1 all rights and licences granted under the Agreement (including the Evaluation Licence) shall end immediately, and the Licensee must immediately stop using the Vizrt Materials;
- 13.2.2 the Licensee shall destroy all copies of the Vizrt Materials (including any source code and object code, if any), unless Vizrt agrees otherwise (e.g., where the Licensee has, following the Evaluation, purchased a commercial licence to the Vizrt API and/or Vizrt Product);

- 13.2.3 Vizrt may immediately disable the Vizrt API and Vizrt Product and stop providing all related services; and
- 13.2.4 Vizrt may destroy or otherwise dispose of any Licensee Materials in its possession, unless Vizrt receives, no later than ten (10) calendar days after the effective date of termination or expiry, a written request for their delivery to the Licensee.

- 13.3 Termination or expiry of the Agreement (however it occurs) shall not affect any right or liability which accrued before that date, and shall not affect the coming into force or continuance in force of any provision which is, expressly or by implication, intended to come into or continue in force after termination or expiry.

14. Liability

- 14.1 Nothing in the Agreement shall limit or exclude either party's liability to the other, to any greater extent than applicable law permits, for Losses resulting from:
- 14.1.1 death or personal injury caused by negligence;
- 14.1.2 fraud or fraudulent misrepresentation; or
- 14.1.3 any matter in respect of which Losses may not be limited or excluded under applicable laws.
- 14.2 Subject to clause 14.1, Vizrt shall have no liability whatsoever (whether arising in contract, in tort (including negligence or for breach of statutory duty), under statute, or otherwise) to the Licensee or to any third party claiming under or through the Licensee, in each case whether arising directly or indirectly under or in connection with the Agreement, the Evaluation Licence, and/or the Licensee's use of, or inability to use, the Vizrt Materials.
- 14.3 The parties agree that this clause 14 is 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 Evaluation Licence described in the Agreement.

15. General

- 15.1 Any right or obligation under the Agreement which, expressly or by its nature, survives termination shall remain in full force.
- 15.2 Vizrt may subcontract performance of its obligations (in whole or in part) to any third-party service provider, but shall remain responsible for that provider's acts and omissions that breach the Agreement.
- 15.3 No variation of the Agreement shall be effective unless it is in writing (which may be by email) and agreed by both parties.
- 15.4 No failure or delay by a party in exercising a right or remedy under the Agreement or applicable law shall be a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise.

- 15.5 If a court or administrative body of competent jurisdiction finds any provision (or part of a provision) of the Agreement invalid, unenforceable, or illegal, the other provisions shall remain in force.
- 15.6 If an invalid, unenforceable, or illegal provision would be valid, enforceable, or legal with some part deleted, it shall apply with whatever modification is necessary to reflect the parties' commercial intention.
- 15.7 The Agreement, together with the Documentation (to the extent applicable), shall govern the Licensee's use of the Vizrt Materials, and shall expressly supersede any conflicting terms in any purchase order, request for proposal, or other document.
- 15.8 Any notice under the Agreement shall be in writing and shall be delivered by: (a) hand, prepaid first class post, or another next working day delivery service, to the recipient's registered office (if a company) or principal place of business (in any other case); or (b) except with respect to the service of legal proceedings, email to the address referred to in the Order Form.
- 15.9 A notice shall be deemed 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 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 email, upon the generation of a receipt notice by the recipient's server or, if no such notice is generated, upon delivery to the recipient's server.
- 15.10 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 same subject matter.
- 15.11 Each party agrees that, in entering into the Agreement, it has not relied on any undertaking, promise, statement, representation, warranty, or understanding of any person relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.
- 15.12 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or misstatement based on any statement in the Agreement.
- 15.13 Vizrt may assign its rights and obligations under the Agreement at any time, in whole or in part, on notice to the Licensee.
- 15.14 The Licensee shall not assign or otherwise transfer its rights and obligations under the Agreement without Vizrt's prior written consent.
- 15.15 The Agreement does not confer any rights on any person (other than the parties to the Agreement) under the Contracts (Rights of Third Parties) Act 1999.
- 15.16 Nothing in the Agreement, or in use of the Vizrt Materials, is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make commitments for or on behalf of the other.
- 15.17 The Agreement shall be governed by and construed in accordance with the laws of England & Wales, without regard to conflict of law principles.
- 15.18 Each party submits to the exclusive jurisdiction of the courts of England & Wales for any dispute or proceedings arising out of or in connection with the Agreement.
- 15.19 Notwithstanding the foregoing, Vizrt may enforce its rights (both at law and in equity) under the Agreement and its Intellectual Property Rights, and all related claims, in any court with jurisdiction worldwide.
- 15.20 A final judgment in any action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or as otherwise provided by law.
- 16. Definitions**
- In these general terms and conditions:
- 16.1 **"Agreement"** means: (a) the Order Form; (b) these general terms and conditions; and (c) subject to clause 9.1, the Data Processing Addendum.
- 16.2 **"Authorised User"** means the employees of the Licensee who have been authorised by the Licensee to use the Vizrt IPR and who need to use the Vizrt IPR in connection with the Evaluation.
- 16.3 **"Confidential Information"** means any (and all) information that is proprietary and/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 Vizrt, all information and materials concerning and/or relating to the Vizrt IPR).
- 16.4 **"Data Processing Addendum"** means the "Data Processing Addendum" located at the following URL: <https://www.vizrt.com/legal>.
- 16.5 **"Data Protection Legislation"** means, as applicable, the Data Protection Act 2018, the General Data Protection Regulation (2016/679) or the UK retained version (the "GDPR"), and the Privacy and Electronic Communications (EC Directive) Regulations 2000 and any applicable replacement legislation governing the use and security of personal data.
- 16.6 **"Effective Date"** has the meaning given in clause 2.1.
- 16.7 **"Electronic Signature"** has the meaning given in clause 1.2.
- 16.8 **"Evaluation"** means deployment and use of the Vizrt API and Vizrt Product for:
- 16.8.1 the sole purpose of conducting a non-commercial and non-competitive evaluation of the Vizrt Products' technical and operational interoperability with the Licensee's technologies and functionality in advance

- of, or concurrently with, the negotiation of a separate commercial / OEM licence to the Vizrt API and/or Vizrt Products; and
- 16.8.2 such other express and specific uses described in the relevant Order Form,
- "Evaluate" shall be construed accordingly.
- 16.9 "Evaluation Licence" has the meaning given in clause 3.1.
- 16.10 "Evaluation Period" has the meaning given in the Order Form or, where the Order Form is silent, the period commencing on the Effective Date and ending on expiry or termination of the Agreement in accordance with clause 13.
- 16.11 "Intellectual Property Rights" means: (a) 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; (b) copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights; (c) trade marks 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; (d) rights in know-how, trade secrets and confidential information, data exclusivity rights; and (e) all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.
- 16.12 "Licensee" has the meaning given in clause 1.1.
- 16.13 "Licensee Data" means any of the Licensee's data or information provided or made available to Vizrt by or on behalf of the Licensee.
- 16.14 "Licensee Materials" means the Licensee Data and Licensee Personal Data together with all other materials provided and/or made available to Vizrt by the Licensee under and/or in connection with the Agreement.
- 16.15 "Licensee Personal Data" means all Personal Data that is Controlled by the Licensee and which is Processed by Vizrt in connection with the Evaluation and "Control", "Process", "Data Controller", "Data Processor", and "Personal Data" shall each have their respective meanings given in the GDPR.
- 16.16 "Losses" means all losses, liabilities, damages, costs, charges, and reasonably incurred expenses (including management time, legal fees, other professional advisers' fees, 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.
- 16.17 "Order Form" means the document or form provided by Vizrt (to which this document has been attached and/or is referenced) granting the Evaluation Licence.
- 16.18 "Vizrt" means the Vizrt entity described in the Order Form.
- 16.19 "Vizrt API" means Vizrt's: (a) software application programming interfaces that are designed to enable third parties to connect interoperable applications to the Vizrt Product; and (b) as more particularly described in the Order Form.
- 16.20 "Vizrt Derivative Works" means: (a) all enhancements, modifications, and derivative works made to the Vizrt Products and/or Vizrt API; and (b) any software (or other programming interface) created by a party in order to facilitate the interoperation between the Vizrt API and/or Vizrt Product and the Licensee's software products.
- 16.21 "Vizrt Documentation" means any specifications, architecture, coding guidelines, user manuals, technical manuals, and any other materials provided by or on behalf of Vizrt, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Vizrt API and/or the Vizrt Product.
- 16.22 "Vizrt IPR" means all present and future Intellectual Property Rights in: (a) the Vizrt API; (b) the Vizrt Product; (c) the Vizrt Documentation; (d) Vizrt Derivative Works; and (e) any/all adaptations, integrations, interfaces, add-ons, modifications, updates, and/or enhancements to the Vizrt API and/or Vizrt Product.
- 16.23 "Vizrt Materials" means the Vizrt API, the Vizrt Product, and the Vizrt Documentation, collectively.
- 16.24 "Vizrt Product" means the digital service or software product identified in the Order Form.
- 17. Interpretation**
- 17.1 In the Agreement:
- 17.1.1 the headings are for convenience only and shall not affect its interpretation;
- 17.1.2 any obligation on a party not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
- 17.1.3 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;
- 17.1.4 references to a "party" shall be construed as Vizrt or the Licensee and "parties" shall be construed as the Licensee and Vizrt taken together;
- 17.1.5 any list, word, or phrase following the words including, include, in particular, for example, or any such similar expression shall be construed as having the phrase without limitation following them;

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

17.1.7 a reference to the performance of an obligation from a given date shall include that date.

17.2 These general terms and conditions were last updated September 2026.

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