GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTION SERVICES



United Kingdom

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GENERAL TERMS AND CONDITIONS

FOR

SUBSCRIPTION SERVICES

1. PRELIMINARIES

1.1. Words and phrases in these Subscription 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 use of the Vizrt Subscription Services (including Licences procured from a Reseller).

1.3. For the avoidance of doubt, the:

1.3.1. Services GTCs apply to the provision and receipt of Vizrt Services; and

1.3.2. Hardware GTCs apply to the sale and delivery of Vizrt Hardware.

1.4. Subject to clause 5.2, the Agreement is a legally binding contract between:

1.4.1. the Supplier; and

1.4.2. 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:

1.5.1. enter into the Agreement; and

1.5.2. carry out its obligations as contemplated by the Agreement.

2. DIGITAL EXECUTION

2.1. The parties agree that:

2.1.1. 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

2.1.2. where the Customer's authorised representative clicks "*Accept*" (and/or completes such other affirming act(s) required by the registration and/or ordering process) or downloads, installs, hosts, or otherwise accesses the Vizrt Software (the "**Electronic Signature**"), the Customer unconditionally agrees that:

2.1.2.1. such authorised representative has all necessary authority to accept the terms of the Agreement for, and on behalf of, the Customer;

2.1.2.2. the Agreement is binding on the parties from the Effective Date; and

2.1.2.3. the Electronic Signature shall have equivalent standing in applicable Legislation to a physical signature; and

2.1.3. where the Customer's authorised representative signs (or otherwise accepts) an Order Form, quotation, or any other similar documents which incorporate, references, or links to these Subscription GTCs, such acceptance, whether by electronic means, physical signature, or other affirmative action, shall constitute the Customer's agreement to be bound by the Agreement, including the Subscription GTCs.

3. ORDERS AND THE AGREEMENT

3.1. Each Agreement is a separate contract between the parties for the Vizrt Subscription Service described in the relevant Order Form.

3.2. Each Order Form:

3.2.1. fully incorporates, and is subject to, these Subscription GTCs (and the other documents comprising the Agreement);

3.2.2. identifies the relevant:

3.2.2.1. Vizrt Software (or components of Vizrt Software);

3.2.2.2. additional Licence Conditions (if any) including:

3.2.2.2.1. the number of purchased User Subscriptions (if applicable); and

3.2.2.2.2. the type and/or nature of the Licence (*e.g.*, single use, concurrent use, equipment/hardware-based use);

3.2.3. describes and/or documents:

3.2.3.1. the Subscription Period;

3.2.3.2. the Fees;

3.2.3.3. the Customer's Responsibilities (in addition to those described elsewhere in the Agreement); and/or

3.2.3.4. whether the Vizrt Software is to be Vizrt Hosted or Customer Hosted.

4. COMMENCEMENT AND SUBSCRIPTION PERIOD

4.1. The Agreement (and the Licence) shall:

4.1.1. be effective (and binding on the parties) from the Effective Date; and

4.1.2. continue, unless and until terminated in accordance with these Subscription GTCs, for the Subscription Period.

4.2. Upon expiry of the Initial Term, the Agreement shall automatically renew for successive periods of twelve (12) months (each a "**Renewal Term**") unless either party provides written notice of non-renewal no less than sixty (60) days prior to the end of the Initial Term or the then current Renewal Term.

4.3. If written notice to terminate the Agreement is given under, and in accordance with, clause 4.2 then the Agreement will expire automatically at the end of the Initial Term or then current Renewal Term (as the case may be).

5. LICENCE

5.1. Subject to:

5.1.1. the Customer's compliance with the Licence Conditions; and

5.1.2. payment of the Fees in accordance with these Subscription GTCs,

the Supplier hereby grants the Licence to the Customer for the Subscription Period.

5.2. A Licence (and the corresponding Vizrt Support) may be purchased directly from the Supplier or a Reseller (and where a Licence is purchased directly from a Reseller, references in these Subscription GTCs to "**Supplier**" shall be construed as references to the "**Reseller**").

5.3. The Customer agrees that the Vizrt Software (including any and all software and/or other materials made available by, or on behalf of, the Supplier in connection with the installation and/or use of the Vizrt Software) has been licensed for use (under the Licence) and not sold.

5.4. The Customer shall not licence, sub-licence, rent, lease, sell, resell, assign, lend, transfer, charge, novate or otherwise deal with the Licence, Vizrt Software (including any Third-Party Materials), and/or the Agreement, or use the Vizrt Software, for the benefit of anyone other than the Customer or allow or permit a third party to do so without first obtaining the Supplier's express written consent.

6. TRIAL PERIOD

6.1. If the Customer registers for (i) a free trial of the Vizrt Subscription Services, or (ii) pre-release versions of the Vizrt Subscription Services and/or pre-release versions of features or functionality in connection with the Vizrt Subscription Services ("**Pre-release Software**"), the Supplier will make the Vizrt Subscription Services and/or Pre-release Software available to the Customer on a trial basis free of charge until the earlier of:

6.1.1. the end of the free trial period specified in the applicable Order Form or sign-up page;

6.1.2. the start date of any paid subscription for the Vizrt Subscription Services; and/or

6.1.3. the general release to the public of the final product derived from the applicable Pre-release Software by Vizrt.

6.2. The free trial is provided for evaluation purposes only and may be subject to certain usage limitations as specified by the Supplier.

6.3. During the trial period, the Vizrt Subscription Services and/or Pre-release Software are provided "*as is*" and without any warranties, support, or indemnities.

6.4. Subject to clause 25.3, the Supplier shall have no liability for any damages arising out of or in connection with the Customer's use of the Vizrt Subscription Services and/or Pre-release Software during the trial period.

6.5. Unless the Customer enters into a paid subscription agreement prior to the end of the trial period, access to the Vizrt Subscription Services and/or Pre-release Software will be disabled at the end of the trial.

6.6. The Customer may only use the free trial and/or Pre-release Software licence once, unless otherwise agreed in writing.

7. ACCEPTABLE USE

7.1. The Licence is granted subject to, and the Customer shall comply with, the following conditions:

7.1.1. the Vizrt Software may not be used and/or accessed in breach of clause 26 (SOCIAL RESPONSIBILITY LAWS AND SANCTIONS RESTRICTIONS);

7.1.2. use and/or access to the Vizrt Software may be limited to the Customer's sites, facilities, and/or territories listed in the Order Form;

7.1.3. the Customer shall use and/or access the Vizrt Software in accordance with the terms of the Agreement including, without limitation, the Documentation;

7.1.4. the Customer shall not:

7.1.4.1. use the Vizrt Software or an Access Key outside the scope of the Licence;

7.1.4.2. authorise or allow any person to access and/or use the Vizrt Software or an Access Key who is not an Authorised User (and shall ensure that the Vizrt Software and all related Documentation is securely stored and is not accessible to any person who is not an Authorised User);

7.1.4.3. if, and to the extent, applicable to the Licence:

7.1.4.3.1. authorise or allow more Authorised Users to access the Vizrt Software than the number of User Subscriptions purchased in the Order Form (including by sharing Access Keys in breach of the Licence Conditions);

7.1.4.3.2. permit any single User Subscription to be used by more than one (1) individual Authorised User unless such User Subscription has been reassigned in its entirety to another individual Authorised User, in which case the Customer shall ensure that the previous Authorised User does not access the Vizrt Software;

7.1.4.3.3. with respect to equipment/hardware-based use restrictions, run the installed Vizrt Software in more instances than the number of instances purchased and permitted in the Order Form;

7.1.4.4. access, store, distribute, or transmit to the Vizrt Software any software, code, file or program which may prevent, impair or otherwise adversely affect the operation of the Vizrt Software or an Access Key (including worms, Trojan horses, viruses and other similar things or devices) or submit any material to the Vizrt Software that:

7.1.4.4.1. is harmful, discriminatory, threatening, defamatory, obscene, infringing, harassing, or offensive in breach of applicable Legislation;

7.1.4.4.2. is submitted unlawfully (including in breach of any applicable data protection Legislation or the Data Processing Terms);

7.1.4.4.3. facilitates illegal activity;

7.1.4.4.4. is incomplete, materially inaccurate, or intended to deceive; or

7.1.4.4.5. could cause damage or injury to any person or property;

7.1.4.5. have any right to convert the Vizrt Software or the software in an Access Key (in whole or in part) to (or into) any programming language; or format or copy, adapt, reverse engineer, de-compile, disassemble, modify, adapt or make error corrections to the Vizrt Software except, with respect to the de-compilation of software, to the extent such de-compilation is expressly permitted under applicable Legislation and is strictly necessary for the exclusive purpose of obtaining the information necessary to create an independent program which can be operated with the Vizrt Software or with another program and the Customer's right to de-compile the software shall not apply if:

7.1.4.5.1. the Customer is in breach of the de-compilation conditions described in applicable Legislation; or

7.1.4.5.2. the Supplier:

7.1.4.5.2.1. is prepared to carry out, and/or procure the carrying out of, such de-compilation in return for a reasonable fee; or

7.1.4.5.2.2. has provided the information necessary to achieve such interoperation without de-compilation of the Vizrt Software within a reasonable period,

and the Customer shall request that the Supplier carries out such action or provides such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such de-compilation;

7.1.4.6. attempt to circumvent, disable, or otherwise interfere with any security related features of the Vizrt Software or an Access Key (including features that enforce limitations of use or prevent copying, licence keys, digital interlocks, cryptographic protection, data collection, or recording mechanisms);

7.1.4.7. except as expressly agreed otherwise by the Supplier in writing, access, view, or otherwise use the Vizrt Software in order to build a product or service which competes with the Vizrt Software or the business of the Supplier;

7.1.4.8. except as reasonably envisaged by reference to the Vizrt Software Specification for the Vizrt Software (*e.g.*, to broadcast content to the public), use the Vizrt Software to provide services to any third party and shall, accordingly, only use the Vizrt Software for:

7.1.4.8.1. its internal non-commercial business purposes; and

7.1.4.8.2. the purposes described in the Documentation;

7.1.4.9. download, install, access, or use the Vizrt Software beyond the number of active and valid Licences purchased in the Order Form;

7.1.4.10. create more than one (1) copy of the Vizrt Software or Access Key or use that copy for any reason other than for back-up purposes;

7.1.4.11. permit or allow the installation or use of the back-up copy of the Vizrt Software unless the licensed copy is, or has become, inoperable and uninstalled; or

7.1.4.12. access or use the Vizrt Software (or any Documentation) for purposes of:

7.1.4.12.1. benchmarking or competitive analysis;

7.1.4.12.2. publicly disseminating performance or comparison information or analysis; or

7.1.4.12.3. performing penetration testing.

8. SUPPLIER'S OBLIGATIONS

8.1. Subject to clause 9 (EXCLUSIONS AND DISCLAIMERS), the Supplier shall:

8.1.1. deliver or make available (as applicable to the Licence) the Vizrt Software described in the Order Form provided that:

8.1.1.1. time is not of the essence of delivery;

8.1.1.2. except as expressly stated otherwise in the Order Form, all dates provided by the Supplier for the delivery and/or implementation of the Vizrt Software shall be construed as estimates;

8.1.1.3. implementation of the Vizrt Software or transition to the Vizrt Software may be carried out by the Supplier as a Vizrt Service (by separate Agreement) under the Services GTCs;

8.1.2. comply with all Legislation applicable to the Supplier as a provider of the Vizrt Software (including by maintaining such insurances as are mandated by applicable Legislation);

8.1.3. where the Vizrt Software is Vizrt Hosted:

8.1.3.1. apply the Security Controls (including to prevent and/or mitigate the introduction of malicious code or other viruses into the Vizrt Software);

8.1.3.2. in connection with the Security Controls, use and deploy industry accepted end-point security to prevent, check for, and delete viruses from the Supplier's computing environment; and

8.1.3.3. make available the Vizrt Software in a manner that meets or exceeds the applicable availability service levels described in the Service Level Agreement;

8.1.4. in all cases, provide:

8.1.4.1. Vizrt Support as described in the Vizrt Support Specification;

8.1.4.2. Vizrt Support using reasonable skill and care and in accordance with the applicable service levels described in the Service Level Agreement; and

8.1.4.3. Vizrt Software that performs (in technical and functional respects and under normal operating conditions) as described in the Vizrt Software Specification (except in trivial and/or immaterial respects not affecting functionality and/or use of the Vizrt Software),

provided that the Customer agrees that the use of AI Services through, or in connection with, the Vizrt Software is subject to: (a) clause 12.2; and (b) the Customer's compliance with the AI Acceptable Use Policy.

8.2. The Customer shall notify the Supplier promptly and without undue delay if it, acting reasonably and honestly, considers that a Performance Failure has occurred.

8.3. For the avoidance of doubt, a Performance Failure shall not include a defect, problem, or incident the resolution of which is reasonably within the scope of Vizrt Support.

8.4. Without prejudice to the Customer's rights under clause 23, the Supplier shall use commercially reasonable efforts, at the Supplier's cost, to remedy Performance Failures reasonably promptly and without undue delay including (at the Supplier's option) in accordance with the Service Levels by: (a) making available a corrected version of the Vizrt Software; (b) supplying a reasonable way to work-around the problem causing the Performance Failure (provided that the workaround is not materially detrimental to the Customer); or (c) re-performing the relevant Vizrt Subscription Services.

9. EXCLUSIONS AND DISCLAIMERS

9.1. Subject to clause 25.3 (LIMITS ON LIABILITY) and except to the extent expressly set out in clause 8 (SUPPLIER'S OBLIGATIONS):

9.1.1. the Supplier does not warrant, represent, or undertake to the Customer that the Vizrt Subscription Services (including AI Services) will be uninterrupted or error free;

9.1.2. the Supplier gives no warranties, representations, undertakings, or other commitments to the Customer (or its Authorised Users) as to the functionality, performance, availability, transmission speeds, content, latency, and/or accuracy of the Vizrt Subscription Service or any AI Services; and

9.1.3. all warranties, conditions, representations, and terms (whether written or oral, express or implied by Legislation, 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 Legislation.

9.2. The Customer agrees that the Supplier is not responsible, and shall have no liability, for loss or damage (including any reduction to the functionality or performance of the Vizrt Software) resulting from, caused or contributed to by:

9.2.1. delays or delivery failures resulting from the transfer of data over or through the Customer's System or any third party's communications networks and/or facilities (including the internet);

9.2.2. use of the Vizrt Software contrary to the Documentation (or reasonable instructions given from time to time) including defects arising as a result of misuse, wilful damage, negligence on the part of any person other than the Supplier or its appointed representatives, abnormal operating conditions caused by the Customer or the Customer's Systems;

9.2.3. combination or use of the Vizrt Software with software or system that has not been approved for interoperation by the Supplier;

9.2.4. modification or alteration of Vizrt Software by any party other than the Supplier or the Supplier's contractors or agents (including any alteration to, or error in, the configuration of Vizrt Software);

9.2.5. a failure of the Customer's Systems to meet the Minimum System Requirements;

9.2.6. defects, issues, and/or problems to the extent resulting from the Vizrt Software being Customer Hosted or a failure of the Customer to deploy patches, fixes and/or other maintenance updates released and/or made available by the Supplier (including as part of the Vizrt Support);

9.2.7. misuse of, or damage to, the Access Key;

9.2.8. use of the Customer's Property;

9.2.9. the Customer's breach of the Agreement (including a failure to perform a Customer's Responsibility and/or to comply with the AI AUP); and/or

9.2.10. the Supplier's compliance with any designs, specifications, or other instructions provided by and/or on behalf of the Customer.

9.3. In the event of any loss or damage to any data or information submitted to the Vizrt Subscription Service by or on behalf of the Customer (including by the Supplier), the Customer's sole and exclusive remedy shall be for the Supplier to use its reasonable commercial endeavours to restore the lost or damaged data from the last available back-up of such data maintained in the Vizrt Cloud.

10. CUSTOMER'S OBLIGATIONS

10.1. The Customer:

10.1.1. shall perform its obligations under the Agreement (including all of the Customer's Responsibilities);

10.1.2. shall monitor its use of the Vizrt Subscription Services to ensure compliance with the Licence (and acknowledges that reports may be obtained through the functionality of the Vizrt Subscription Service or otherwise on request);

10.1.3. shall ensure that all Authorised Users are directed to, and have read and understood, the Fair Processing Notice and the AI Acceptable Use Policy before permitting access to the Vizrt Software;

10.1.4. shall procure that each Authorised User keeps all access credentials used to access the Vizrt Subscription Service (*e.g.*, usernames and passwords) secure and confidential;

10.1.5. shall comply with all applicable Legislation and binding codes of practice applicable to the Customer and its use of the Vizrt Software and/or AI Services;

10.1.6. warrants and represents that it has obtained, and undertakes to the Supplier that it shall maintain, all necessary licences, consents, and permissions for it to:

10.1.6.1. provide or make available the Customer's Property; and

10.1.6.2. connect the Customer's System to, or integrate the Customer's System with, the Vizrt Software,

including by obtaining all Mandatory Third-Party Licences.

10.1.7. shall comply with the reasonable requests of the Supplier made in connection with the operation of the Vizrt Software and the receipt of Vizrt Support;

10.1.8. shall ensure that the Customer's System complies with the Minimum System Requirements; and

10.1.9. shall, where the Vizrt Software is Vizrt Hosted, be solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's System to the Vizrt Cloud.

10.2. The Customer shall notify the Supplier promptly and without undue delay if it becomes aware that:

10.2.1. it is in breach of any obligation contained in clauses 5 (LICENCE), 7 (ACCEPTABLE USE), or 10 (CUSTOMER'S OBLIGATIONS); or

10.2.2. a breach of the abovementioned clauses has occurred with respect to an Authorised User.

11. PRODUCT ROADMAP

11.1. The Supplier has sole discretion and control over the Vizrt Software product road map and may modify at any time (with or without notice to the Customer) the functionality, performance, configuration, appearance, and/or content of the Vizrt Software provided that, in each case, such modifications do not result in a material reduction to, or loss of, the functionality and/or performance of the Vizrt Software during the Subscription Period.

11.2. Nothing in the Agreement shall restrict the Supplier from developing and/or using any techniques, ideas, concepts, or know-how related to methods or processes acquired during the provision of the Vizrt Subscription Service.

11.3. The Customer agrees that the related Documentation may be updated or amended by the Supplier from time to time and at the Supplier's sole discretion (including for the purposes of documenting updates made to the Vizrt Subscription Service under clause 11.1).

12. THIRD-PARTY MATERIALS AND AI SERVICES

Third-Party Materials

12.1. The Customer agrees that:

12.1.1. the Vizrt Software may comprise, contain, or interoperate with, Third-Party Materials;

12.1.2. Third-Party Materials are made available subject to the Third-Party Terms;

12.1.3. the Customer's use of the Third-Party Materials is subject to, and the Customer shall therefore comply with, the Third-Party Terms; and

12.1.4. except as expressly described otherwise in the Agreement, the Third-Party Materials are provided "*as-is*" and "*as available*".

AI Systems and AI Services

12.2. The Customer agrees that:

12.2.1. the Vizrt Subscription Service may contain AI Services;

12.2.2. the AI Acceptable Use Policy and AI Addendum apply to the AI Services and all use of the AI Services (including Customer's Data submitted to the AI Service and AI Outputs);

12.2.3. it shall, in connection with its use of the AI Services, comply with the AI Acceptable Use Policy; and

12.2.4. the Supplier may use Customer's Data and AI Outputs as described in the AI Addendum.

12.3. The Supplier:

12.3.1. shall perform its obligations set out in the AI Addendum (including with respect to the creation and use of AI Training Data); and

12.3.2. warrants and undertakes to the Customer that it will comply with all AI Legislation applicable to the use of AI Systems in connection with the AI Services (including refraining from engaging in any Prohibited AI Practices).

13. UPDATES

13.1. Except as otherwise agreed between the parties in the Order Form (including as part of the Vizrt Support), the Supplier is not obliged to provide the Customer with any modifications, enhancements, upgrades, patches, releases, fixes, or new versions of the Vizrt Software that the Supplier may develop from time to time.

13.2. The Supplier shall not be responsible for the obsolescence of the Vizrt Software that results from:

13.2.1. changes in the Customer's requirements or to the Customer's System; or

13.2.2. the Customer's failure to implement any modifications, enhancements, upgrades, patches, releases, fixes, or new versions provided by the Supplier from time to time.

14. CONFIDENTIAL INFORMATION

14.1. Each party shall:

14.1.1. 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

14.1.2. subject to clause 14.2 and clause 14.3, not:

14.1.2.1. make the other's Confidential Information available to any third party; or

14.1.2.2. use the other's Confidential Information for any purpose other than in connection with the provision or receipt of the Vizrt Subscription Service.

14.2. 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.

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

14.3.1. 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 Vizrt Subscription Service; or

14.3.2. for the purpose of the examination and certification of the Supplier's accounts.

14.4. The Supplier shall ensure that the person to whom the Customer's Confidential Information has been disclosed under clause 14.3 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 14.

14.5. The Customer warrants and represents to the Supplier that it has the right to disclose Confidential Information:

14.5.1. provided to the Supplier; or

14.5.2. submitted to the Vizrt Subscription Service,

and to authorise the Supplier to use such Confidential Information in connection with the provision of the Vizrt Subscription Service.

14.6. The obligations contained in this clause 14 shall not apply to Confidential Information that:

14.6.1. is or becomes publicly known (other than through any act or omission of the receiving party);

14.6.2. was in the receiving party's lawful possession before the disclosure;

14.6.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

14.6.4. is independently developed by the receiving party without use or reference to the other party's Confidential Information.

15. PERSONAL DATA

15.1. Each party shall have their respective rights and comply with their obligations set out in the Data Processing Terms.

15.2. The Customer shall ensure that, to the extent it shares or makes available any personal data or personally identifiable information to the Supplier, it is lawfully entitled to do so and does so in accordance with the Data Processing Terms and applicable Legislation.

16. VIZRT DATA

16.1. The Customer agrees that the Supplier may:

16.1.1. collect application-level metrics relating to the use of the Vizrt Software (*e.g.*, the date, time, number of logins, licence numbers, licensee name, installation numbers) including for the following uses:

16.1.1.1. making the Vizrt Software functional and available for use in accordance with the Agreement;

16.1.1.2. providing Vizrt Support;

16.1.1.3. verifying the Customer's compliance with the Licence;

16.1.1.4. protecting and/or enforcing the Supplier's IPR;

16.1.1.5. planning and implementing improvements to the Vizrt Software;

16.1.1.6. enabling scalability planning and performance monitoring activities to be carried out;

16.1.1.7. preparing accurate invoices; and

16.1.1.8. evaluating adoption rates and the success of new features and releases of the Vizrt Software; and

16.1.2. subject to clause 16.2, use Vizrt Data for its business purposes including:

16.1.2.1. improving the Vizrt Subscription Service (including AI Services);

16.1.2.2. developing new or additional products and/or services;

16.1.2.3. analysing market trends;

16.1.2.4. creating and publishing press releases and white papers; and

16.1.2.5. preparing case studies,

and, in each case, the Customer hereby gives its consent to the same.

16.2. The Supplier shall ensure that use of Vizrt Data:

16.2.1. does not contain personal data;

16.2.2. is not specifically attributable to the Customer; and

16.2.3. does not reveal the Customer's Confidential Information in breach of the Agreement.

17. FEES AND PAYMENT

17.1. Where the Licence and Vizrt Support has been purchased through a Reseller, the Fees and payment terms shall be as agreed between the Customer and the Reseller and, in all other cases, this clause 17 shall apply.

17.2. The Fees are payable in the currency, frequency, and as described in the Order Form.

17.3. The Customer shall pay each invoice for the Fees (without set-off or deduction) before the expiry of the Due Date. Customer purchase orders are for administrative convenience only and do not constitute a condition of payment.

17.4. If the Customer is in breach of clause 17.3 then, without prejudice to any other of the Supplier's rights or remedies, the Supplier may:

17.4.1. suspend the provision of the Vizrt Subscription Services (in whole or in part) unless and until the Fees are paid; and

17.4.2. charge the Customer interest, accruing on a daily basis, on the overdue Fees at the maximum rate permitted or prescribed by applicable Legislation, commencing on the Due Date and continuing until full payment of the Fees (whether before or after judgment).

17.5. The Customer agrees that:

17.5.1. the Fees are calculated exclusive of all sales taxes (*e.g.*, any value added tax); and

17.5.2. sales tax (if applicable) shall be added to the Fees, and specified in the invoice, at the appropriate rate.

17.6. 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.

17.7. Subject to clause 17.8, 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).

17.8. The Customer shall reimburse the Supplier for all expenses incurred in compliance with clause 17.7 provided that the Supplier provides the Customer with receipts or other proof of payment for such expenses.

18. FEES ADJUSTMENTS

18.1. The Supplier shall be entitled to adjust the Fees:

18.1.1. in accordance with the Order Form; and

18.1.2. generally and at any time by providing written notice to the Customer (provided that any such general adjustment to the Fees shall not take effect until the commencement of the next billing period).

18.2. Without limiting clause 18.1, the Supplier shall be entitled to increase the Fees payable on the first anniversary of the Effective Date (and on each anniversary thereafter) by up to a sum equal to two percent (2%) above the percentage change in the Consumer Price Index published by the UK 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.

19. SUPPLIER'S IPR

19.1. The Customer agrees that, as between the parties, the Supplier:

19.1.1. owns all present; and

19.1.2. shall own all future,

Intellectual Property Rights in (and to) the Supplier's IPR.

19.2. The Supplier may freely incorporate any feedback or suggested improvements to the Supplier's IPR given by the Customer or an Authorised User.

19.3. Except as provided in clause 5 (LICENCE), the Customer acquires no right, licence, or interest in the Supplier's IPR under and/or in connection with the Agreement.

19.4. The Customer agrees that the Supplier's IPR comprises commercially valuable proprietary assets and trade secrets of the Supplier or its licensors, the design and development of which, reflect the effort of skilled developers and the investment of considerable time and money by the Supplier.

19.5. If (at any time):

19.5.1. through use of the Vizrt Software;

19.5.2. receipt of the Vizrt Support;

19.5.3. by operation of applicable Legislation; or

19.5.4. otherwise,

the Customer comes to own Intellectual Property Rights in the Supplier's IPR then the Customer shall (promptly at the Supplier's request and without delay) assign (or procure the assignment of) such Intellectual Property Rights to the Supplier and, to the extent permitted by applicable Legislation, waive (or procure the waiver of) all moral rights (and analogous rights) worldwide in connection with such Supplier's IPR.

19.6. The Customer shall not remove the Supplier's trademark, copyright notice, or any other proprietary notice from the Supplier's IPR and shall ensure that all copies of the Supplier's IPR made under the Licence include the Supplier's trademark and copyright notice.

20. SUPPLIER'S INDEMNITY

20.1. Subject to clauses 20.2 to 20.5 (inclusive) the Supplier shall defend and indemnify the Customer against any claim made against the Customer by a third party claimant alleging that the Customer's use of the Vizrt Software (excluding, for the avoidance of doubt, any Third-Party Materials and AI Outputs) in accordance with the Agreement infringes any Intellectual Property Rights belonging to that third party claimant (the "**Supplier's Indemnity**").

20.2. The Supplier's Indemnity shall not apply unless:

20.2.1. the Supplier is given prompt written notice of any claim to which the Supplier's Indemnity applies (the "**Indemnified Claim**") and, in any event, is given written notice of the Indemnified Claim within five (5) days of the Customer becoming aware of, or being notified of, the Indemnified Claim;

20.2.2. the Customer provides the Supplier with all reasonably requested co-operation and assistance in connection with the defence and settlement of the Indemnified Claim;

20.2.3. the Customer takes all reasonable and timely action necessary to mitigate all Losses arising from the Indemnified Claim (including such reasonable actions as the Supplier may request to avoid, dispute, resist, appeal, compromise, or defend the Indemnified Claim); and

20.2.4. the Supplier is given sole authority to defend and/or settle the Indemnified Claim, provided that:

20.2.4.1. the Supplier shall not admit liability on Customer's behalf; or

20.2.4.2. agree to any settlement that imposes any obligation, restriction or financial liability on the Customer.

20.3. In the defence or settlement of any Indemnified Claim, the Supplier may:

20.3.1. procure the right for the Customer to continue using the Vizrt Software;

20.3.2. replace or modify the Vizrt Software so that it becomes non-infringing; or

20.3.3. if such remedies are not reasonably available, terminate or suspend the Agreement (and the Customer's access to the Vizrt Software) and refund the Customer any pre-paid Fees for Subscription Services not delivered.

20.4. The Supplier's Indemnity shall not apply if, and to the extent, the Indemnified Claim is based on:

20.4.1. a modification of the Supplier's IPR by any person other than the Supplier or the Supplier's authorised representatives (except with the Supplier's express prior agreement and technical direction);

20.4.2. an infringing Third-Party Material;

20.4.3. infringing Customer's Property; or

20.4.4. the Customer's use of the Vizrt Software in breach of the Agreement or in a manner contrary to the reasonable instructions given to it by the Supplier.

20.5. The Supplier's Indemnity shall only apply to the extent Losses:

20.5.1. have been finally awarded against the Customer in judgment of the Indemnified Claim by a court or other body having competent jurisdiction; or

20.5.2. have been agreed to be paid (with the consent of the Supplier) to the third-party claimant in settlement of the Indemnified Claim; and

20.5.3. in all cases, comprise reasonably and properly incurred legal fees and disbursements, fees levied by any court of competent jurisdiction, arbitrator or mediator, or fees and disbursements charged by expert witnesses.

21. LICENCE COMPLIANCE

21.1. The Customer agrees that, where technically possible and without prejudice to provisions in the Agreement concerning Access Keys, the Supplier may collect and log the Customer's and the Authorised Users' activity on the Vizrt Software (including the licence number, licensee to whom the licence was issued, and installation number) for licence compliance, security, and audit purposes and to ensure the smooth running of the Vizrt Software.

21.2. The Customer shall, promptly and without undue delay following the Supplier's written request made during the Audit Period, provide or otherwise make available to the Supplier such information as the Supplier reasonably requests to evidence the Customer's compliance with the Agreement and, in particular, its obligations under clause 7 (ACCEPTABLE USE).

21.3. Subject to clauses 21.4 to 21.6 (inclusive), the Customer agrees that during the Audit Period:

21.3.1. the Supplier has the right to conduct Audit(s); and

21.3.2. it shall give the Supplier all assistance and access reasonably requested in connection with the Audit.

21.4. The Supplier shall ensure that:

21.4.1. except where prior notice of the Audit may reasonably render the Audit ineffective (*e.g.*, to investigate Licence overuse or a breach of applicable Legislation), the Customer is given at least thirty (30) days' advance written notice of the Audit;

21.4.2. each Audit is conducted during the Customer's normal office hours;

21.4.3. its representatives conducting the Audit comply with the Customer's reasonable internal policies applicable to the Customer's premises (including with respect to health and safety and on-premise security); and

21.4.4. the Audit does not unreasonably interfere with the Customer's business activities.

21.5. The Supplier agrees that:

21.5.1. Audits of the Customer's Systems shall be conducted under the Customer's control and supervision; and

21.5.2. Audit access does not include unsupervised access to production environments or live business data within the Customer's Systems.

21.6. The Supplier shall, except where an Audit carried out within the previous twelve (12) months revealed a material breach of the Agreement, not perform more than one (1) Audit in each successive period of twelve (12) months from the Effective Date.

21.7. If, as a result of an Audit, it is revealed that the Customer has used the Vizrt Software in excess of the Licence conditions (*e.g.*, in breach of clause 7.1.4.3) then:

21.7.1. the Supplier shall notify the Customer of the amount of Fees (together with interest and excluding all applied discounts) undercharged determined from the later to occur of:

21.7.1.1. the Effective Date; or

21.7.1.2. the previous Audit,

unless the Customer provides, to the Supplier's reasonable satisfaction, written documentation evidencing later first excess use;

21.7.2. the Supplier shall raise an appropriate invoice for such Fees; and

21.7.3. the Supplier's invoice shall be payable in accordance with clause 17.3.

22. CUSTOMER'S PROPERTY

22.1. As between the parties, the Customer:

22.1.1. owns all Intellectual Property Rights in and to the Customer's Property; and

22.1.2. shall have sole responsibility for the acquisition, deployment, licensing, legality, non-infringement, reliability, integrity, accuracy, and quality of the Customer's Property.

22.2. The Customer grants the Supplier (and its representatives and sub-contractors) a non-exclusive right and licence to use the Customer's Property to the extent necessary for the Supplier (or the Supplier's representative or sub-contractor as the case may be) to perform its obligations and to exercise its rights under the Agreement.

22.3. The Customer shall defend and indemnify the Supplier, its affiliates, its and their officers, directors, sub-contractors, and employees against any and all Losses arising out of, or in connection with, any allegation or claim that:

22.3.1. the Customer's Property infringes any third party's Intellectual Property Rights;

22.3.2. results from the Customer's breach of the Third-Party Terms; or

22.3.3. results from the Supplier's use of the Customer's Property in accordance with the Agreement,

(the "**Customer's Indemnity**").

22.4. The Supplier shall:

22.4.1. give the Customer written notice of any allegation or claim to which the Customer's Indemnity applies promptly and without undue delay; and

22.4.2. allow the Customer sole authority to defend any allegation or claim to which the Customer's Indemnity applies, provided that:

22.4.2.1. the Customer shall not admit liability on the Supplier's behalf; or

22.4.2.2. agree to any settlement that imposes any obligation, restriction or financial liability on the Supplier.

23. TERMINATION

23.1. A party may terminate the Agreement by written notice having immediate effect if the other party commits:

23.1.1. an irremediable Material breach of the Agreement; or

23.1.2. 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.

23.2. Without limiting its rights under clause 23.1, the Supplier may, at its option, suspend (for so long as the breach persists) or terminate the Agreement for cause:

23.2.1. in accordance with clause 17.4 (FEES AND PAYMENT);

23.2.2. if the Customer breaches any one or more of the following clauses: 7.1.1; 7.1.4.1; 7.1.4.4; 7.1.4.5; 7.1.4.6; 7.1.4.7; 7.1.4.8; 19.6; or 26; or

23.2.3. except if, and to the extent, prohibited under applicable Legislation (e.g., under Section 233B of the UK Insolvency Act 1986), on the occurrence of an Insolvency Event.

23.3. The Supplier may terminate the Agreement for convenience (including in order to discontinue the Vizrt Software) provided that, where the Supplier exercises its rights under this clause 23.3, it shall:

23.3.1. give the Customer as much advance notice of the termination as is reasonably practicable in the circumstances; and

23.3.2. as the Customer's sole and exclusive remedy, provide the Customer with a pro-rated refund (for the remainder of the then current billing period) of Fees paid in advance for the Vizrt Subscription Service.

24. EXIT PROVISIONS

24.1. Subject to the Exit Services (if any), the parties agree that on termination or expiry of the Agreement (which shall include the Licence):

24.1.1. the Customer shall immediately stop all use of Vizrt Software;

24.1.2. the Customer shall immediately cease use of all Access Keys;

24.1.3. promptly, following the Supplier's request, return all Access Keys to the Supplier;

24.1.4. the Customer shall irretrievably destroy all copies of the Vizrt Software and the Documentation;

24.1.5. each party shall return or destroy (at the proprietor party's option), and make no further use of, any equipment, property, Confidential Information, or other items belonging to the other party (including all copies); and

24.1.6. the Supplier may destroy, otherwise dispose of, or put beyond use, any of the Customer's Property within its possession unless, with respect to Customer's Data, the Supplier receives (by no later than ten (10) calendar days from the effective date of the termination or expiry of the Agreement) a written request for temporary and limited access to the Vizrt Software for the sole purpose of retrieving the Customer's Data.

24.2. Termination or expiry of the Agreement shall:

24.2.1. be without prejudice to any rights or liabilities which may have accrued up to the date of such termination or expiry; and

24.2.2. not affect the coming into force, or the continuance in force, of any provisions which are expressly, or by implication, intended to come into, or to continue in force, on or after termination or expiry of the Agreement.

25. LIMITS AND EXCLUSIONS OF LIABILITY

25.1. The limits and exclusions of liability described in this clause 25 apply to all Losses:

25.1.1. arising under and/or in connection with the Agreement; and

25.1.2. under any and all Causes of Action.

25.2. Nothing in the Agreement shall be construed as limiting or fettering either party's general obligation to mitigate its Losses arising out of, or in connection with, a breach of the Agreement (including in respect of Losses arising under an indemnity).

25.3. Nothing in the Agreement shall limit or exclude (or seek to limit or exclude), to a greater extent than is permitted under applicable Legislation, either party's liability to the other for Losses to the extent caused by or resulting from:

25.3.1. personal injury or death caused by the negligence of the defaulting party;

25.3.2. fraud or fraudulent misrepresentation; or

25.3.3. any matter which, under applicable Legislation, a party cannot exclude or limit (or attempt to exclude or limit) its liability.

25.4. Nothing in the Agreement shall limit or exclude:

25.4.1. the Customer's liability to pay the Fees;

25.4.2. the Customer's liability for Losses resulting from or caused by: (a) a deliberate or wilful breach of the Agreement; or (b) any breach of, or under an indemnity contained in, clause 26 (SOCIAL RESPONSIBILITY LAWS AND SANCTIONS); or

25.4.3. subject to clause 25.2, Losses that are subject to the Supplier's Indemnity or the Customer's Indemnity.

25.5. Subject to clauses 25.3 and 25.4, neither party shall be liable to the other (or to any third party claiming under or through the other) for Losses to the extent comprising:

25.5.1. profit or revenue (except for incurred or anticipated Fees);

25.5.2. anticipated savings;

25.5.3. loss of contract or business opportunity;

25.5.4. loss or depletion of goodwill;

25.5.5. loss or corruption of data or information; or

25.5.6. 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 or during the Subscription Period.

25.6. Subject to clauses 25.1 to 25.5 (inclusive), each party's total aggregate liability to the other (and to any third party claiming under or through the other):

25.6.1. in each Contract Year; and

25.6.2. in respect of all Causes of Action arising in that Contract Year (determined at the date when the liability giving rise to the Cause of Action arose),

shall not exceed the sum equivalent to the total Fees paid and payable under the Agreement for the Contract Year in question.

25.7. The parties agree that the provisions of this clause 25 are reasonable in all the circumstances, having taken into account applicable Legislation and the nature of the Vizrt Subscription Service and the Fees.

26. SOCIAL RESPONSIBILITY LAWS AND SANCTIONS RESTRICTIONS

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

26.2. The Customer shall have, and shall maintain in place throughout the Subscription Period, such policies and procedures as are reasonable and necessary to ensure its compliance with the Social Responsibility Laws and Sanctions Restrictions.

26.3. The Customer shall not use the Vizrt Software 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 Software (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 licence or other governmental approval, and completing such formalities as may be required by the Sanctions Restrictions.

26.4. 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:

26.4.1. provide all relevant information relating to such breach as the Supplier may reasonably request; and

26.4.2. co-operate with the Supplier and any relevant public authorities in relation to the breach of Social Responsibility Laws or Sanctions Restrictions.

26.5. 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 26.

27. FORCE MAJEURE

27.1. 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.

27.2. Each party shall:

27.2.1. 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

27.2.2. use reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Agreement.

28. MISCELLANEOUS PROVISIONS

28.1. The provisions of these Subscription 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.

28.2. The Supplier may subcontract the performance of its obligations (or any part thereof) to any third-party service provider provided that:

28.2.1. the Supplier shall remain responsible for all acts and omissions of its sub-contractors (which shall not include Resellers) that cause a breach of the Agreement; and

28.2.2. the Supplier shall comply with the Data Processing Terms (including with respect to international data transfers and the disclosure of sub-processor lists).

28.3. No variation of these Subscription GTCs (or of the Agreement) shall be effective unless made in writing (which may be by e-mail) and agreed by the parties.

28.4. No failure or delay by a party to exercise any right or remedy provided: (a) under the Agreement; or (b) by applicable Legislation, shall:

28.4.1. constitute a waiver of that (or any other) right or remedy; or

28.4.2. prevent or restrict the further exercise of that (or any other) right or remedy.

28.5. 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:

28.5.1. the other provisions shall remain in full force and effect; and

28.5.2. 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.

28.6. 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:

28.6.1. 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

28.6.2. except with respect to the service of legal proceedings, e-mail to the addresses specified in the Order Form.

28.7. Any notice or communication shall be deemed to have been received:

28.7.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

28.7.2. 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

28.7.3. 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.

28.8. The Agreement, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes any previous arrangement, understandings, or agreements between them relating to the subject matter they cover.

28.9. 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.

28.10. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement made prior to the Effective Date.

28.11. Subject to clause 28.12, 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.

28.12. The Supplier may assign its rights under the Agreement without the prior written consent of the Customer:

28.12.1. for the purposes of invoice financing or the recovery of a debt owed;

28.12.2. to any of the Supplier's Affiliates;

28.12.3. 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

28.12.4. as part of a corporate reorganisation, amalgamation, consolidation, or merger,

provided, in each case, there is no material deterioration to the Vizrt Subscription Service.

28.13. 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).

28.14. Nothing in the Agreement (or through use of Vizrt Software) is intended to, or shall be deemed to:

28.14.1. establish any partnership or joint venture between the parties;

28.14.2. constitute any party the agent of the other party; or

28.14.3. authorise a party to make or enter into any commitments for or on behalf of the other party.

28.15. The Agreement may consist of a number of counterparts, each of which when executed and delivered (whether in original, copy, or via e-mail) shall together constitute one and the same instrument binding on them.

28.16. 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.

28.17. 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).

29. INTERPRETATION

29.1. For the purposes of interpreting the Agreement:

29.1.1. all headings are for convenience and shall not affect the interpretation of the provisions that follow;

29.1.2. 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;

29.1.3. the Customer shall be responsible for all acts and omissions of the Authorised Users (including in breach of the Agreement) as if such acts or omissions were its own;

29.1.4. an obligation on the Customer (unless the context reasonably requires otherwise) includes an obligation on the Customer to ensure that an Authorised User does not act, or omit to act, in breach of that obligation;

29.1.5. 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;

29.1.6. 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;

29.1.7. references to '**from**' with respect to a timeline or date shall be construed as having the phrase '**and including**' following it; and

29.1.8. the word '**Material**' in the context of classifying the seriousness of a breach means that the breach:

29.1.8.1. is more than trivial but need not be repudiatory; and

29.1.8.2. if not remedied (or if not capable of remedy), may have 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.

29.2. 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):

29.2.1. the Order Form;

29.2.2. the AI Addendum;

29.2.3. these Subscription GTCs;

29.2.4. the Data Processing Terms; and

29.2.5. the remaining documents comprising the Agreement.

Appendix 1

DEFINITIONS

Affiliate	with respect to any entity, any other entity Controlling, Controlled by, or under common Control with, such entity.
AI Acceptable Use Policy or **AI AUP**	the additional terms and conditions applicable to the Customer's use of AI Services as made available by the Supplier from time to time (*e.g.*, by reference in the Order Form, via the Trust and Legal Center, in Documentation, or upon request).
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.
AI Legislation	any and all applicable laws that regulate the development, provision and/or deployment of any AI Systems and/or AI Models that are the subject of the Agreement including, where and to the extent applicable, the EU AI Act.
AI Model(s)	a program that has been trained on data using various methods, such as self-supervised, unsupervised or reinforcement learning, and which when integrated with additional software, hardware or other components (such as a user interface) forms part of an AI System.
AI Output(s)	output (such as predictions, content, recommendations, or decisions, and including data, code, text, audio, images, video, files, content, information or other materials) generated by the AI Service based on its processing of Customer's Data submitted by or on behalf of the Customer to the AI Service.
AI Service	a service Vizrt provides pursuant to the Agreement that integrates, incorporates or otherwise utilises one or more AI System(s) and/or AI Model(s). For the avoidance of doubt, Vizrt's use of AI Systems and/or AI Models for its own internal operational purposes, including by way of example, when used internally to provide Vizrt Support or for internal knowledge management to Customer, shall not qualify as the provision of an "*AI Service*".
AI System(s)	a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
AI Training Data	any data, code, text, audio, images, video, files, content, information or other materials used by the Supplier or on the Supplier's behalf to train, validate, test or improve an AI Model created and used in accordance with the AI Addendum.
Access Key	hardware provided by, or on behalf of, the Supplier (*e.g.*, a dongle) designed to unlock (through licence keys, cryptographic protection, or similar) the Vizrt Software (in whole or in part) or otherwise facilitate digital rights management.
Agreement	the binding contract between the Supplier and the Customer for the provision and receipt of the Vizrt Subscription Service comprising the following documents: 1. the Order Form; 2. these Subscription GTCs; 3. the Vizrt Support Specification; 4. the Service Level Agreement; 5. the AI Addendum and AI AUP; 6. the Data Processing Terms; and 7. the Security Controls.
Audit	an audit and inspection of the Customer's System, relevant personnel, and relevant premises for the purpose of ascertaining the Customer's:

	1. use of the Vizrt Software (and the related Licence); and 2. general compliance with the Agreement.
Audit Period	the Subscription Period and for twelve (12) months following the termination and/or expiry of the Subscription Period.
Authorised User	the employees, consultants, agents and other representatives appointed by the Customer to access and use the Vizrt Software (provided that an Authorised User may not be a competitor of the Supplier).
Business Day	a day other than a Saturday, Sunday or public holiday in the Supplier's territory.
Cause(s) of Action	any claim, proceeding, or other cause of action arising under and/or in connection with the Agreement and whether arising: (1) in contract (including under warranty or indemnity); (2) in tort (including negligence); (3) from misrepresentation (other than fraud or fraudulent misrepresentation); (4) from breach of statutory duty; or (5) otherwise.
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 Subscription Service).
Contract Year	each successive period of twelve (12) months from the Effective Date.
Control	and its derivatives means the power of a person to secure: 1. by means of the holding of shares or the possession of voting power in an entity; or 2. 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 subscribed to receive the Vizrt Subscription Services (as identified in the Order Form).
Customer's Data	the Customer's proprietary data or information submitted to: 1. the Vizrt Software and/or an AI Service; and/or 2. the Supplier's help and/or ticket desk in connection with Vizrt Support, by and/or on behalf of the Customer including data, code, text, audio, images, video, files, content, information and/or other materials.
Customer Hosted	the Vizrt Software is: 1. deployed to the Customer's System (including as an on-premise deployment); and 2. accessed and/or made available to Authorised Users over the internet from the Customer's System.
Customer's Indemnity	has the meaning given in clause 22.3.
Customer's Materials	the Customer's proprietary (or third party licensed): 1. content; 2. materials; and/or 3. logos or other creative, graphic or design assets, provided or made available to the Supplier by the Customer under or in connection with the Agreement.
Customer's Property	the: 1. Customer's Data;

	2. Customer's Materials; 3. Customer's System; and 4. AI Outputs.
Customer's System	the computing environment and/or systems used, and/or made available for use, by the Customer (or any of its relevant Affiliates) in connection with the Vizrt Subscription Service (including the hardware, devices, equipment, computer and communications systems, on-premise or third party cloud hosting infrastructure, and networks, proprietary software, third-party software, and databases).
Customer's Responsibilities	all dependencies (including implementing, resourcing, and technical dependencies) and other obligations specified in the Order Form.
Data Processing Terms	the data processing terms referred in, or incorporated into, the Order Form or available for viewing or download at the following URLs: 1. **Data Processing Agreement** https://www.vizrt.com/legal/#dpa; and 2. **Fair Processing Notice** https://www.vizrt.com/privacy-policy
Documentation	any user manuals, technical manuals, or other materials provided or made available by the Supplier in connection with the Vizrt Software (whether in printed, electronic or other form) that describe the installation, operation, use, or technical specifications of the Vizrt Software, the Minimum System Requirements, and Mandatory Third-Party Licences (including the "*Vizrt Global Support Handbook*").
Due Date	means: 1. the period of thirty (30) days from the date that the Supplier's invoice is issued to the Customer; or 2. such other replacement period expressly specified in the Order Form.
Effective Date	the: 1. '*Effective Date*' specified in the Order Form; or 2. where the '*Effective Date*' has not been specified in the Order Form, 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.
EU AI Act	Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (as amended).
Exit Services	the provision (at the Customer's cost) of reasonable assistance (over and above the Vizrt Subscription Service) to transition of all or part of the services from the Supplier to a successor supplier or in-house to the Customer in accordance with, and to the extent described in, the Order Form and any documented exit plan agreed between the parties.
Fee(s)	the consideration payable for the Vizrt Subscription Service as specified in the Order Form.
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	the separate terms and conditions applicable to the sale and delivery of Vizrt Hardware as referred in, or incorporated into, the Order Form and available through the Trust and Legal Center.

Indemnified Claim	has the meaning given in clause 20.2.1.
Initial Term	the initial term of the Agreement as specified in the applicable Order Form.
Insolvency Event	in relation to the Customer: 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**	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.
Licence	a non-exclusive, non-sublicensable, non-transferable, limited, and revocable and/or terminable (to the extent permitted under the Agreement) right to permit Authorised Users to access and use the Vizrt Software (including the Documentation and updates and releases made available from time to time as part of Vizrt Support): 1. for the Subscription Period; and 2. in accordance with, and subject to, clause 5.1.
Licence Conditions	1. the provisions and restrictions contained in clause 7 (ACCEPTABLE USE); and 2. any additional licence conditions and/or restrictions applicable to the relevant Vizrt Software set out in the Order Form.
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.
Mandatory Third-Party Licences	the direct third-party licence(s) necessary to use the Vizrt Software as described or listed in the Documentation.
Minimum System Requirements	the minimum technical requirements that the Customer's System must meet in order for the Vizrt Software to perform in accordance with the Agreement (as described or referenced in the Documentation).
Order Form	the Supplier's or Reseller's signed proposal or order form document (which may be in digital form) within which these Subscription 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).
Performance Failure	a material breach of an obligation set out in clause 8.1.
Prohibited AI Practices	means practices prohibited under Chapter II of the EU AI Act.
Renewal Term	has the meaning given in clause 4.2.
Reseller	a Supplier-authorised reseller of the Vizrt Software.
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.
Security Controls	the technical and organisational security measures adopted by the Supplier in connection with the provision of the Vizrt Subscription Services as referred in, or incorporated into, the Order Form and Data Processing Terms.
Services GTCs	the separate terms and conditions applicable to the provision of Vizrt Services as referred in, or incorporated into, the Order Form and available through the Trust and Legal Center.
Service Level Agreement	the document describing the service levels applicable to the Vizrt Subscription Service as referred in, or incorporated into, the Order Form or Vizrt Support Specification.
Social Responsibility Laws	all applicable Legislation concerning 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).
Subscription GTCs	this document (being clause 1 (PRELIMINARIES) to clause 29 (INTERPRETATION) inclusive and this Appendix 1 (DEFINITIONS)). The Subscription GTCs are available for viewing or download at the Trust and Legal Center.
Subscription Period	the: 1. Initial Term; and 2. all Renewal Terms.
Supplier	the provider of the Vizrt Subscription Services (as identified in the Order Form).
Supplier's Indemnity	has the meaning given in clause 20.1.

Supplier's IPR	all present and future Intellectual Property Rights in: 1. the Vizrt Software and Support (excluding the Customer's Property); 2. the Vizrt Materials; 3. any and all adaptations, add-ons, modifications, updates, and enhancements to the software and materials described in limbs (1) and (2) (including, in each case, at the request or suggestion of the Customer or an Authorised User); and 4. the Vizrt Data and the AI Training Data.
Third-Party Materials	the components (which may include software, tools, applications, reports, content, data, information, images, equipment, or other materials in whatever form or medium and related documentation) of the Vizrt Software listed in the Third-Party Materials List (in respect of which third party licence terms apply to the Customer).
Third-Party Materials List	a list of such Third-Party Materials and links to the applicable Third-Party Terms may be made available by the Supplier (e.g., by reference in the Order Form, via the Supplier's website, in documentation, or upon request), and may be updated from time to time.
Third-Party Terms	the additional terms and conditions applicable to use of Third-Party Materials as identified in the Third-Party Materials List.
Trust and Legal Center	https://www.vizrt.com/legal.
User Subscription	an individual user subscription purchased (in the type and quantity described in the Order Form) by the Customer for use by an Authorised User.
Vizrt Data	collected, grouped, anonymised, and aggregated data and/or information submitted to the Vizrt Software or provided and/or made available to the Supplier in connection with the provision and/or receipt of the Vizrt Subscription Services.
Vizrt Cloud	means hosting infrastructure operated by and/or made available or controlled by the Supplier.
Vizrt Hardware	hardware or other equipment (which may comprise internal and/or external physical parts, devices, components, peripherals) sold to the Customer in connection with the Vizrt Subscription Services.
Vizrt Hosted	the Vizrt Software is: 1. deployed to the Vizrt Cloud; and 2. accessed and/or made available to Authorised Users over the internet from the Vizrt Cloud.
Vizrt Materials	all materials provided or made available by, or on behalf of, the Supplier in connection with the provision of the Vizrt Software and Support (including the Documentation).
Vizrt Services	professional consultancy, training, design, implementation, development, or other supplemental services (such as managed services) related to the Vizrt Software and falling outside the scope of the Vizrt Subscription Services.
Vizrt Software	the software platform and/or solution defined in the Order Form and described in the Vizrt Software Specification.
Vizrt Software Specification	the document describing the technical and functional specification(s) for the relevant Vizrt Software as referred in, or incorporated into, the Order Form.
Vizrt Support	the provision of: 1. troubleshooting and incident / problem classification, response, and resolution services; and 2. upgrades, maintenance releases, improvements, versions, or enhancements to the Vizrt Software,

	in each case, to the extent described in the Vizrt Support Specification by reference to the level of Vizrt Support purchased in the Order Form (e.g., standard or "*Premium*" support).
Vizrt Support Specification	1. the document known as the "*Vizrt Global Support Handbook*" describing the Vizrt Support to be provided by the Supplier in connection with the relevant Vizrt Software and available at: ; or 2. with respect to "*Viz Flowics*", the document located at: https://www.flowics.com/legal/service-level-agreement/
Vizrt Subscription Services	means, as specified in the Order Form, the provision of: 1. Vizrt Software; and 2. Vizrt Support.