GRASS VALLEY SOFTWARE LICENSE AGREEMENT
TERMS AND CONDITIONS
October 20, 2022

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1. DEFINITIONS. In addition to any terms defined elsewhere in this Agreement, the following terms will have the meanings given to them below in this Section 1 (whether used in the singular or plural):

1.1 "Agreement" means this software license agreement together with any signature page, cover page, exhibits, and attachments hereto and the terms and conditions thereof.

1.2 "Documentation" means written specifications published by Licensor regarding the Software. Documentation does not include marketing materials.

1.3 "Licensed Rights" means the copyrights embodied in the Program to the extent Licensor has the right and authority to grant the licenses with respect thereto as set forth in this Agreement.

1.4 "Licensee" means the party to which the Program is provided by Licensor (including, in the case of an individual, his or her employer or other principal). For the avoidance of doubt, Program may be provided through Grass Valley authorized channel partners in which case the client who purchased from such partners shall be deemed as Licensee.

1.5 "Licensor" means the Grass Valley entity identified in the applicable Purchase Record.

1.6 "Program" means the Software together with any Documentation, instructions, manuals or similar materials, to the extent provided to Licensee under the terms and conditions of this Agreement. "Program" also includes other software, new versions, updates, upgrades, options, bug fixes, error corrections, modifications, enhancements, and other releases, if any, to the extent provided to Licensee under the terms and conditions of this Agreement or any Service Level Agreement between Licensor and Licensee. For the avoidance of doubt, nothing in this Agreement shall constitute or be deemed to

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1.7 "Purchase Record" means the applicable quote, order confirmation, receipt, or invoice for the Program provided by Licensor (or Licensor's authorized distributors or resellers), any cover page attached to this Agreement and signed by Licensor, or any applicable online form referencing this Agreement and confirmed in writing by Licensor, reflecting Licensee's purchase of a license, and certain parameters of such license, subject to the terms and conditions of this Agreement, with respect to the Program.

1.8 "Software" means any Licensor software accompanied by or referencing this Agreement or identified in the applicable Purchase Record.

1.9 "System" means any computer system and other devices and equipment, if any, as part of or in connection with which the Program is provided by Licensor to Licensee.

2. LICENSE GRANT.

2.1 The Program is licensed to Licensee as set forth in this Section 2 and for the avoidance of doubt, nothing in this Agreement shall be construed as a sale or other transfer of title of the Program. Subject to all the terms and conditions set forth in this Agreement, Licensor grants to Licensee, under the Licensed Rights, a non-exclusive, personal, non-transferable, non-sublicensable license, during the term of this Agreement, solely for Licensee's own business purposes (any activity which involves installing the Software or a part thereof into a PC or any form of hardware or otherwise to sell, lease or otherwise have any third party use the Software shall NOT be deemed as "Licensee's own business purpose".), solely with respect to the object code form of the Program as provided to Licensee under the terms and conditions of this Agreement, and provided that all applicable Fees (as defined in Section 3 below) have been paid by Licensee:
(a) if the Program was provided by Licensor to Licensee on a stand-alone basis, to install the Program, and execute the Program in accordance with the Documentation, on up to two computers (but not a server) and only for use by a single user, or on such other type and number of computers and for such other number of computers and/or users as may be set forth in the applicable Purchase Record, or as otherwise authorized in writing by Licensor, or
(b) if the Program was provided by Licensor to Licensee as part of or in connection with a System, to execute the Program in accordance with the Documentation only as part of or in connection with such System as provided to Licensee under the terms and conditions of this Agreement, or as otherwise authorized in writing by Licensor.
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C.   Multiple Licenses
Pursuant to relevant Proposal/Contract and the complete payment of Fees thereof, multiple license may be granted to install and use the Program in as many PCs as number of license indicated in the Purchase Record during the term of Subscription License.
D.   Updates
The Program shall be updated and all updates shall be implemented and deployed at Licensor's discretion during the term of Subscription License.

3. LICENSE FEES.

3.1 No later than on the effective date of this Agreement or, if different, by the due date set forth in the applicable Purchase Record, Licensee shall pay to Licensor the applicable license fees for the Program and any fees separately charged for Support (as defined in Section 4 below) or other services, if any (the "Fees"). Without prejudice to Section 7.3, all overdue payments shall be subject to a late payment interest at the rate of one point five percent (1.5%) per month from the due date until the date when all outstanding payments have been made in full.

3.2 The Fees and all other charges hereunder do not include, and Licensee shall be solely liable (and reimburse and indemnify Licensor) for, any taxes not based on Licensor's net income (including, without limitation, any sales, use, value-added, withholding, property, excise, import or export tax), duties or tariffs imposed or levied by any governmental entity on the Program or in connection with this Agreement

or the performance hereof. All Fees shall be increased as may be necessary so that after Licensee makes all deductions or withholdings that may be required by applicable law, Licensor receives an amount equal to the amount payable to Licensor hereunder without any such deductions or withholdings.

4. SUPPORT. If Licensee purchased maintenance and support services ("Support") from Licensor as evidenced by applicable Purchase Records, and subject to Licensee's payment of all applicable Fees to Licensor, Licensor shall provide Support to Licensee in accordance with Licensor's then-current support policy and Licensor's then current Service Level Agreement (and subject to all other terms and conditions of this Agreement) or as otherwise agreed by Licensor and Licensee in writing. If the Licensee does not purchase Support, the Licensor does not provide Support or any other type of support services.

5. CONFIDENTIALITY. The Program and any copies, portions, extracts and derivatives thereof (including the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in any of the foregoing) constitutes the confidential information of Licensor ("Confidential Information"). Licensee shall hold Confidential Information in strict confidence and shall not disclose it to any third party except to such employees of Licensee who need to have access and who are bound in writing by confidentiality obligations at least as stringent as those contained herein. Licensee shall not use Confidential Information for any purpose other than as necessary for Licensee's use of the Program as expressly authorized in this Agreement. Licensee shall exercise the same care that it exercises to protect its own confidential and proprietary information of similar importance (but in no event less than reasonable care) to avoid unauthorized use or disclosure of Confidential Information.

6. WARRANTY; LIMITATION OF LIABILITY.

6.1 Nothing in this Agreement shall be deemed a warranty and any and all warranties in respect of the Program are exclusively set forth in the warranty policy available at www.grassvalley.com or upon Licensee's request.

6.2 In no event shall Licensor (including its officers, directors, employees and agents and its suppliers and licensors) be liable to Licensee (including any other entity or person related to or affiliated with Licensee) for any incidental, consequential, indirect, special or punitive damages whatsoever, or for any lost profits or revenue, lost business opportunities, lost or inaccessible data or information, or other pecuniary loss, arising out of or relating to this Agreement or the subject matter hereof, whether liability is asserted in contract or tort (including negligence or strict product liability) or otherwise, and irrespective of whether Licensor (including its officers, directors, employees and agents and its suppliers and licensors) has been advised of the possibility of any such damage or loss.

6.3 In no event shall Licensor's (including its officers, directors, employees and agents and its suppliers and licensors) aggregate liability under or arising out of or relating to this Agreement or the subject matter hereof exceed the Fees paid by Licensee to Licensor hereunder for the license of the applicable Program. LICENSEE ACKNOWLEDGES THAT THE PRICING OF THE PROGRAM AND THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LICENSOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF ITS LIABILITY.

6.4 The limitations of liability in Sections 6.1 and 6.2 above do not apply (a) with respect to product liability arising under laws implementing Council Directive 85/374/EEC of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products, to the extent liability cannot be contractually limited or disclaimed under such laws, (b) with respect to bodily injury, and (c) to the extent such damage or loss is the result of Licensor's intentional or grossly negligent conduct. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to Licensee.

7. TERM AND TERMINATION.

7.1 This Agreement and all rights granted hereunder shall be effective until terminated in accordance with this Section 7.

7.2 Licensee may terminate this Agreement at any time upon written notice to Licensor or by voluntarily withdrawing from applicable activation/authorization program, if any.

7.3 Licensor may immediately terminate this Agreement if Licensee breaches this Agreement and such breach is not cured within thirty (30) days of notice thereof, including, without limitation, any failure to pay Fees when due or any unauthorized use or disclosure of the Program or any copy, portion, extract or derivative thereof or of any other Confidential Information. If the Program has been provided to Licensee for trial use or otherwise for a specific time period (Programs including any time-out or similar mechanism, or that have been validated for a limited time, shall be deemed to be provided for the time period until such time-out or similar mechanism has been set to become effective by Licensor, or validation time period has expired), this Agreement shall immediately terminate upon expiration of such time period. Licensor may also terminate this Agreement upon written notice to Licensee if Licensee (a) files for or becomes subject to any proceedings under any bankruptcy or insolvency laws, or initiates any action under any such laws for bankruptcy, reorganization, or liquidation, (b) makes a general assignment for the benefit of creditors, (c) fails to generally pay its debts as they become due, (d) dissolves or fails or ceases to continue business in the ordinary course , or (e) fails to comply with activation/authorization program for extended period of time and reasonably deemed by Licensor as ceased all use of Program.

7.4 Upon termination of this Agreement, all licenses and rights granted to Licensee hereunder shall immediately terminate, and Licensee shall immediately discontinue any use of the Program and, at Licensor's option, either return to Licensor or destroy the Program and any and all copies, portions, extracts and derivatives thereof and all related media and other materials and Confidential Information in Licensee's possession or under its control and certify the completeness of such return or destruction.

7.5 Sections 1, 2.5, 3, 5, 6 and 8 shall, to the extent applicable, survive any termination of this Agreement. Without limitation of the generality of the foregoing, termination shall not affect Licensee's obligation to pay any Fees.

8. GENERAL.

8.1 Licensee may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Licensor. No attempt to assign or transfer in violation of this provision will be binding upon Licensor. Licensor may assign or otherwise transfer its rights and obligations under this Agreement.

8.2 This Agreement will be construed and interpreted in accordance with the laws of the State of California, without regard to principles of choice of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Each of the parties consents to the jurisdiction of the courts of State of California, United States.

8.3 This Agreement contains the entire agreement with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations or discussions whether written or oral, between the parties with respect thereto. In addition, each party agrees that, in entering in this Agreement, it has not relied on any representations, warranties agreements or understandings not set forth herein. The terms of this Agreement constitute Confidential Information of Licensor.

8.4 Any waiver of this Agreement or any of its provisions, rights, powers or remedies shall not be effective unless made in writing and signed by both parties.

8.5 If any provision of this Agreement is determined to be unenforceable or invalid by court decision, this

Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

8.6 Licensee shall allow Licensor, or its designees, access to Licensee's facilities, including its computing equipment and books and records, during normal business hours for the purpose of determining Licensee's compliance with this Agreement.

8.7 Licensee will not use or otherwise export or re-export the Program except as authorized by United States laws and regulations, including, without limitation, regulations of the U.S. Department of Commerce, and, as applicable, the laws and regulations of other jurisdictions.

8.8 Licensee agrees and acknowledges that (a) third party software and/or open source software may be incorporated, embedded or otherwise included in, or provided in connection with the Program, (b) additional or different terms and conditions may apply with respect to such third party and/or open source software, and (c) use of such third party and/or open source software is subject to such additional terms and conditions ("Third Party License Terms") to which Licensee hereby agrees. The text of any Third Party License Terms is provided either with the Purchase Record, the Documentation accompanying the Program (including any "help," "about," "readme" or similar files contained in the Program), and/or is accessible by Licensee at run time level and before installation of the Program. Where applicable the source code for such open source software may be available on Licensor's website, currently at http://www.grassvalley.com (or such other website as Licensor may designate from time to time).

8.9 Licensee's use of the Program may result in the generation of certain information and data, which may include information concerning or specific to Licensee's use of the Program (collectively "Data"). Licensee hereby agrees to grant Licensor access to such Data, and to permit Licensor to use, transfer, and otherwise process such Data, as may be reasonably necessary for Licensor to provide services in connection with the Program or verify that Licensee's use of the Program is in accordance with the terms and conditions of this Agreement.

8.10 Licensee represents and warrants that Licensee will (a) comply with all applicable laws and regulations in connection with its use of the Program, (b) not infringe, misappropriate, or otherwise violate any rights of any third person, including, without limitation, any intellectual property rights, in connection with its use of the Program, and (c) not provide any confidential or other proprietary information of any third party to Licensor. Licensee shall defend, indemnify, and hold harmless Licensor and its affiliates (and its and their officers, directors, employees, agents, and other representatives) from and against any and all claims, proceedings, obligations, costs, damages, and other losses and liabilities brought against or incurred by Licensee or its affiliates (and its and their officers, directors, employees, agents, and other representatives) as a result of Licensee's breach of any of its representations and warranties set forth herein.

8.11 Notices to Licensee will be sent to the address shown on the Order or to the email address registered with activation/authorization program by Licensee. Notices to Grass Valley should be sent to the Grass Valley entity identified on the applicable Purchase Record.

8.12 This Agreement may be provided in multiple languages. The governing language shall be the English language and any translation is provided solely for information only. In the event of a conflict between the English language and its translation, the English language shall prevail.

8.13 Change of Terms and Conditions. Licensor reserves the right to change the terms and conditions of this Agreement at any time without notice. Licensee acknowledges and agrees that it is Licensee's responsibility to review this Agreement periodically and familiarize with any changes. Licensee's continued use of the Program after any such changes will constitute Licensee's acknowledgement of, and agreement to, the changed version of this Agreement.

Privacy Notice

Data Collection

As part of its Grass Valley Product Improvement Program (GVPIP), Grass Valley and its relevant service providers may collect certain information, allowing Grass Valley to better understand how the users use Grass Valley products for improving usability. We are using an automated remote measurement and data collection function called Telemetry to do this. Only non-personally identifiable data is used for such remote measurement and data collection.

The collected information is stored in a third party server. Grass Valley will be able to see and analyze the statistical data and telemetry data from the server. Collecting and sending information are performed in background.

The following information is collected:

- System environment information such as:
  - OS version
  - CPU
  - Memory size
  - HDD/SSD size
  - GPU
  - Display resolution
- Grass Valley products　version and edition
- Application usage statistics such as;
  - Start time
  - Used duration
  - Used function
  - Number of clips
  - Clip type (format, codec)
- Crash reports

Purpose of data collection

- Improve user interface.
- Find and improve performance issues.
- Diagnose critical issues.

As a user, you may opt out from such remote measurement and data collection by GVPIP. If you submit any personal information to us or to our service provider, you represent that you have the authority to do so and to permit us to use such personal information in accordance with this Privacy Notice. Reference is also made to the Grass Valley Global Terms & Conditions of Sale at www.grassvalley.com/about/terms_conditions, and our Privacy Policy (which can be provided upon your request) which apply.