
License and Services Agreement

This License and Services Agreement (“Agreement”) is entered into between the Vizrt entity (“Vizrt”) and the end user (“You”, “Your”), both specified in the Quotation and is effective as of the date signed or accepted by You. This agreement will allow You to license on-premise software, subscribe to hosted services and to procure hardware, support and professional services.

1. DEFINITIONS

In this Agreement, these terms shall have the following meaning:

“Equipment” means any hardware product delivered to You by Vizrt, as specified in the Quotation.

“Professional Services” means system design, configuration and installation work and training services as described in the applicable statement of work (SOW”).

“Quotation” means the quotation issued by Vizrt to You with respect to the supply of Vizrt Products, Hosted Services, Support Services and Professional Services.

“Products” means Software and Equipment, as specified in the Quotation.

“Software” means software provided by Vizrt to You as specified in the Quotation.

“Hosted Services” means Vizrt services made available to You over the internet from servers operated by Vizrt or third-party service provider.

“Support Services” means the support and maintenance services as described in the Vizrt Global Support Handbook.

2. ORDERS.

- 2.1 This Agreement applies to all orders by You for Products, Hosted Services, Support Services and Professional Services. You agree that Your use of the Products, Hosted Services, Support Services and Professional Services is governed by this Agreement by accepting the Quotation or by clicking “accept” when downloading or installing the Software. In the event of any conflict between this Agreement and any other agreement affixed to a form, order, blank acceptance or counter-offer, this Agreement shall apply and no other agreement or terms and conditions shall be of force or effect. Vizrt’s failure to object to any conflicting agreement or terms and conditions does not constitute acceptance thereof.
- 2.2 All Quotations shall be subject to the provisions of this Agreement, unless expressly stated otherwise in an applicable Quotation executed by Vizrt and You. Quotations shall detail the Products, Hosted Services, Support Services and Professional Services, as applicable, the quantity thereof, the delivery date, shipping instructions and any other applicable terms and conditions. Standard delivery time for Equipment is 4 weeks from the date on which Vizrt issues confirmation of the order to You following placement of the order by You, but actual delivery time may vary due to circumstances outside of Vizrt’s control and may increase to 12-16 weeks for certain items especially if they are manufactured to order.
- 2.3 You may place orders pursuant to Vizrt’s standard order procedures and such orders are subject to this Agreement and the applicable Quotation. All orders are final. Once an order is placed with Vizrt, You may not change, reschedule or cancel any purchase order or part thereof. Alterations to the Products that do not change form, fit or function, or changes which Vizrt deems necessary to comply with specifications, changed safety standards or governmental regulations may be made at any time prior to delivery to You.
- ### 3. PRICE AND TERMS OF PAYMENT
- 3.1 Applicable prices for Products, Hosted Services, Support Services and Professional Services shall be the price indicated in Vizrt’s order acknowledgment or, in the absence thereof, the price indicated in a signed Quotation from Vizrt current at the time of the order.
- 3.2 Vizrt shall render its invoice upon shipment, delivery, download or installation of the Products, Hosted Services, Support Services and Professional Services. Payment may be in the form of a one-time payment, or a combination of an upfront payment with periodic payments due during a subscription period, as may be set out in the signed Quotation. Unless otherwise agreed in writing, the full price for the order shall be paid to Vizrt within 30 days of the date of the invoice. The



right to use Software and Hosted Services and to receive Support Services and Professional Services is subject to payment in accordance with this Section 3. In default of due payment in full, the amount outstanding shall bear interest at the rate of 1.5% per month or the highest rate otherwise permitted by law, whichever is less, it being understood that the payment of such interest shall not limit Vizrt's ability to seek any additional remedy for damages. Payment of the full price for the order shall be paid without any deduction, set-off or counterclaim whatsoever. Prices do not include applicable taxes, including applicable sales tax and VAT, which shall be payable by You.

- 3.3 Payment shall be made in the currency specified in the Quotation. In the event no currency is specified, in Euro, if You are located in Europe and in US Dollars if You are located anywhere else.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by Vizrt, all deliveries of Equipment shall be Ex Works Vizrt's facility (Incoterms 2020). You shall reimburse Vizrt for costs of insurance and transportation on shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required at port of entry and destination. Unless otherwise agreed in writing by the parties or set out in the Quotation, Vizrt shall make Software available for download over the Internet by You, in which event all of Vizrt's obligations in respect of the delivery of such Software shall be satisfied upon provision to You of an Internet URL and the necessary credentials for download of the Software.
- 4.2 Until payment in full of the applicable purchase price, title to and ownership of Equipment remains at all times with Vizrt.

5. SOFTWARE LICENSE AND USE

- 5.1 You are granted a limited, non-exclusive, non-transferable, non-sublicensable, license to use the Software in the format provided by Vizrt solely for the purpose and during the term specified in the applicable Quotation. Software may only be used for Your internal business use and not in the operation of a service bureau or for the benefit of any other person or entity.
- 5.2 If Your right to use Software is limited to specific events as specified in the Quotation, then without Vizrt's explicit prior written consent to be given or refused at its sole discretion, Your right to use the Software shall be limited to the extent required for the production of the events You intend to broadcast.
- 5.3 You shall not copy, adapt or modify the Software, develop or distribute any Software or any other works derivative thereof, or use any variation of the Software. You shall not, and shall not permit any third party to, disassemble, reverse engineer, attempt to find the underlying code of, or decompile any Software or any part thereof, or cause any Software to be subject to the terms of any open source software license. You shall retain and shall not alter or obscure any notices, markings or other insignia affixed to the Software, related documentation or any part thereof.

6. HOSTED SERVICES

- 6.1 Access to Hosted Services is enabled by the use of usernames and passwords. You must provide accurate and complete registration information when registering to use the Hosted Services. You are responsible for designating Your employees, representatives and consultants, for whom You have acquired user rights and who will be authorized by You to access and use the Hosted Services ("User(s)").
- 6.2 You and Users are responsible for the security of the usernames and passwords. Each User will maintain the confidentiality of his/her username and password and may not disclose them to any other party or share their account with any other individual. You are responsible for ensuring that all Users comply with this Agreement and for any breach of this Agreement by any User.
- 6.3 You shall notify Vizrt immediately should You become aware of any unauthorized access or use of the usernames or passwords.
- 6.4 You may use the Hosted Services solely for the purpose of uploading, editing, managing, publishing and broadcasting Your data, text, audio, video, photographs or other images ("Content"). You agree that You have the sole responsibility for all Content and that Vizrt has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through use of the Hosted Services.
- 6.5 Vizrt grants You a personal, worldwide, non-transferable and non-exclusive license to access the Hosted Services and make the Hosted Services available for Users, solely for the purposes as defined in this Agreement.
- 6.6 You may not use the Hosted Services to operate in a time-sharing, out-sourcing or service bureau environment or in any way allow third parties to use or access the Hosted Services.



- 6.7 You may not use the Hosted Services or upload, edit, manage, publish or broadcast Content in a manner that would defraud, defame, abuse, harass, stalk, threaten or infringe the rights of privacy or intellectual property rights of others or Content prohibited by law ("Prohibited Content").
- 6.8 You agree that You have the sole responsibility for all matters arising out of or in connection with the activities of the Users or the Content and ensure that You or the Users do not upload, publish or include any Prohibited Content. Vizrt, or its suppliers, have no obligation to undertake any pre-screening, editing, reviewing or monitoring of the Content, preventing or identifying infringement of intellectual property rights and assumes no responsibility or liability relating thereto. If Vizrt is sued by a third party as a result of Your violation of the aforementioned, You agree to fully indemnify Vizrt (including our officers, directors, employees and agents) against any fees, fines, costs, liens, judgments and expenses that any of these persons may incur as a result of any such action.
- 6.9 To the extent Vizrt reasonably determines, it reserves the right (but shall have no obligation) to remove any Prohibited Content from the Services. You agree to immediately take down any Prohibited Content, including pursuant to a take down request from Vizrt. In the event that You elect not to comply with a request from Vizrt to take down Prohibited Content, Vizrt reserves the right to directly take down such Content or to disable the Services. Vizrt has no obligation to pay any refunds due to removal or take down of Prohibited Content or disabling Services under this Section 6.9.

7. BETA SERVICES

- 7.1 Vizrt may from time to time offer Software or Hosted Services that are not generally available to all Vizrt customers ("Beta Services"). Unless otherwise indicated, all Beta Services will be provided at no cost and will be identified as "beta" or in a manner that indicates that the Beta Service is in limited release or pre-release. Beta Services are still in development and Vizrt may change the functionality or other aspects of the Beta Services at any time.
- 7.2 You will not be required or obligated to use any Beta Services. Vizrt may cease offering any Beta Services, or cease offering Beta Services at no cost, at any time in its sole discretion. Notwithstanding anything to the contrary in this Agreement, Beta Services are provided "As is" and "As available" and without any representation or warranty of any kind.

8. SUPPORT AND PROFESSIONAL SERVICES

- 8.1 If You have purchased Support Services for the Products, then Vizrt undertakes to provide these services upon the terms and conditions set forth in the Vizrt Global Support Handbook, available at <http://docs.vizrt.com/Vizrt-Global-Support-Handbook.pdf>.
- 8.2 If You have purchased Professional Services, Vizrt will deliver the Professional Services as specified in the applicable SOW. You shall provide Vizrt and its sub-contractors timely access to Your facilities, servers, software, personnel and any other resources necessary to deliver the Professional Services and compensate Vizrt for any dwell time due to violation of the aforementioned.

9. INTELLECTUAL PROPERTY

Title to and ownership of and all proprietary rights, including all intellectual property rights, in and to the Software and Hosted Services, all modifications thereto and derivative works thereof, and related documentation and all partial or complete copies thereof shall at all times remain with Vizrt. As between the parties, You hereby acknowledge that Vizrt is the sole owner of all right, title, and interest to all Software and Hosted Services, all modifications thereto and derivative works thereof, and related documentation, and any intellectual property rights therein. Any feedback You provide regarding the Software and the Hosted Services shall be and is hereby assigned to Vizrt. Vizrt shall have the right to use any such feedback in any manner in current or future products or services, without further compensation or obligations to You.

10. WARRANTY; DISCLAIMERS

- 10.1 All Software and Hosted Services are provided "As Is". If there is a material and verifiable non-conformity in the Software or Hosted Services, Vizrt shall, at its discretion, correct the non-conforming Software or Hosted Services or refund the amounts received for the non-conforming Software or Hosted Services. Vizrt does not warrant that the Software or Hosted Services will be error-free or operate in an uninterrupted or continuous manner.
- 10.2 Support Services and Professional Services shall be provided in a professional manner with Vizrt exercising reasonable care and skill. Your sole remedy for breach of this warranty shall be reperformance of the Support Services or Professional Services provided You notify Vizrt within 30 days of the provision of the non-conforming Support Services or Professional Services.



- 10.3 You understand and agree that where Vizrt is not the original developer or manufacturer of the Software or Equipment, Vizrt shall pass-through to You warranties of the original developer or manufacturer, to the extent it is permitted and authorized to do so.
- 10.4 EXCEPT AS OTHERWISE EXPRESSLY SET OUT HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SOFTWARE, EQUIPMENT AND HOSTED SERVICES ARE PROVIDED "AS IS" AND VIZRT AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

- 11.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, VIZRT SHALL NOT HAVE LIABILITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF OR DOWNTIME COST OF SOFTWARE, HOSTED SERVICES OR EQUIPMENT, COST OF CAPITAL, COST OF AND PROCUREMENT COSTS FOR SUBSTITUTE GOODS, FACILITIES OR SERVICES.
- 11.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, VIZRT'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE REFUND OF THE AMOUNTS RECEIVED BY VIZRT FOR SOFTWARE AND PROFESSIONAL SERVICES OR THE AMOUNTS RECEIVED DURING THE PAST 12 MONTHS PRECEDING THE EVENT THAT GAVE CAUSE TO THE LIABILITY FOR HOSTED SERVICES AND SUPPORT SERVICES.

12. CONFIDENTIALITY

Vizrt and You will hold in confidence all information that is designated as confidential or should reasonably be considered to be of confidential or proprietary nature ("Confidential Information"). Vizrt and You shall use at least the degree of care that they use for their own confidential information, but no less than reasonable care, in guarding Confidential Information from unauthorized disclosure. Vizrt and You may not disclose Confidential Information except to those of its employees who have a need to know the Confidential Information and who are subject to written confidentiality obligations no less restrictive than those set forth herein. Information shall not be considered to be confidential if it is in or enters the public domain through no act of Vizrt or You or is independently developed by Vizrt or You.

13. DATA PROTECTION AND PRIVACY

- 13.1 Vizrt may collect and use personal data (as defined in the EU General Data Protection Regulation 2016/679 of the European Parliament and the Council ("GDPR") of You or the Users. Vizrt respects privacy and protects the personal data we collect about You and the Users in accordance with the GDPR. What personal data and the purpose of collecting personal data is specified in Vizrt Privacy Policy available at <https://www.vizrt.com/privacy-policy>
- 13.2 To the extent that Vizrt processes any personal data of Users (or any other individuals) on Your behalf and (i) that personal data relates to Users or other individuals located in the European Economic Area ("EEA"); or (ii) You are established in the EEA, Vizrt and You agree to be bound by the provisions of the Vizrt Data Processing Agreement which shall apply to the processing of such personal data.

14. COMPLIANCE WITH LAWS

- 14.1 Vizrt agrees to provide and You agree to use the Products, Hosted Services, Support Services and Professional Services in accordance with all applicable laws, including, but not limited to, those relating to money laundering, anti-terrorism and anti-corruption.
- 14.2 You hereby acknowledge and agree that Products, Hosted Services and Confidential Information may be subject to applicable export control and trade sanctions laws, regulations, rules and licenses, including without limit those of the U.S., the E.U. and other territories ("Export Control and Sanctions Rules"). You agree to comply with the Export Control and Sanctions Rules. In particular, but without limit, You will not, and will procure that none of Your partners or employees will use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with Products, Hosted Services and Confidential Information, directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. You shall not do anything which would cause Vizrt to be in breach of the Export Control and Sanctions Rules and shall protect, indemnify and hold harmless Vizrt from any fines, losses and liabilities incurred by You as a result of the failure to comply with this Section 14. Failure by You to comply with any part of this Section 14 shall constitute a material breach of



this Agreement. Vizrt reserves the right to refuse to enter into or to perform any order, to cancel any order at its sole discretion if Vizrt believes You have failed to comply with any part of this Section 14.

15. GOVERNING LAW AND JURISDICTION

If You are legally resident in Europe, Africa, Middle East or Asia, this Agreement shall be governed by and construed in accordance with the laws of Sweden, without resort to provisions thereof regarding the conflict of laws, and the competent courts of Stockholm, Sweden shall have exclusive jurisdiction over the parties with regards to this Agreement. If You are legally resident outside of the aforementioned territories, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without resort to provisions thereof regarding the conflict of laws, and the competent courts of New York, NY shall have exclusive jurisdiction over the parties with regards to this Agreement.

16. TERM AND TERMINATION

16.1 The term for any Software license, Hosted Services, Support Services and Professional Services is specified in the Quotation.

16.2 Either party may terminate this Agreement upon written notice if the other party materially breaches any obligation hereunder and fail to remedy such breach within 30 days after receiving notice thereof.

16.3 Either party may terminate this Agreement if the other party (i) is subject to a receiver being appointed for its business assets or property; (ii) becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of its creditors; (iii) becomes subject to any proceedings under any bankruptcy, insolvency or debtor relief law; or (iv) is liquidated or dissolved.

16.4 Sections 5.3, 6.6, 6.7, 6.8, 6.9, 9, 10, 11, 12, 14, 17.4, 17.5, 17.7 and 18 shall survive the termination or expiration of this Agreement.

17. GENERAL

17.1 Vizrt shall not be liable for delays or non-fulfillment of its, or its suppliers, obligations under this Agreement or other losses arising hereunder due directly or indirectly to causes beyond Vizrt's or its suppliers' reasonable control, including, but not limited to, acts of God, acts (including failure to act) of any governmental authority, official export restrictions, port congestion, wars, insurrection, accidents, disease, fires, floods, labor disputes of any nature, prohibition of foreign exchange transfer, supplier delay or other causes. In the event of any delay or failure excused by this Section, Vizrt shall as soon as reasonably practical notify You of the delay and shall as soon as reasonably practical thereafter specify the revised delivery date. In the event of any such delay, the time of delivery or performance shall be extended for a period equal to the time lost by Vizrt by reason of the delay.

17.2 This Agreement may only be changed or amended by notice in writing, executed by Vizrt and You. This Agreement constitutes the entire and sole agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understanding, agreements, representations or warranties, whether oral or written, with respect to the subject matter hereof.

17.3 You shall not assign or transfer this Agreement or its rights or obligations pursuant to any license granted hereunder without the prior written consent of Vizrt. Either party may assign this Agreement to a successor in interest in the context of a change of control.

17.4 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court, the remaining provisions will remain in full force and effect.

17.5 Vizrt is proud to have You as a customer and is entitled to mention You, Your logo and the Products and services purchased by You in its marketing materials.

17.6 Notices to Vizrt shall be sent to: Vizrt AB, Lilla Bantorget 15, 111 23 Stockholm, Sweden Attn: Head of Legal.

17.7 Vizrt or its independent auditors may examine Your use of the Software and Hosted Services in order to verify that such use is in accordance with this Agreement. In case Vizrt detects any over-use of the Software or Hosted Services, You shall promptly pay Vizrt any additional fees owed. Vizrt will give You a reasonable notice before such audit takes place.

18. THIRD-PARTY LICENSE

The Software and Hosted Services may contain copyrighted third-party software as well as open source software. The third-party licensors retain all intellectual property rights in the third-party software. You can use third-party software and open source software in support of Your use of the Software and Hosted Services in accordance with the terms of this Agreement.

