



SAAS SERVICES TERMS AND CONDITIONS OF USE

This SaaS Services Terms and Conditions of Use (the “Terms”) is a binding legal contract between you and Grass Valley USA, LLC (“Grass Valley”), and governs your access to, use of the SaaS Services (as defined hereafter) made available by Grass Valley pursuant to the Software as a Service Terms and Conditions.

By clicking on the “I Accept” button below, you indicate your acceptance of these Terms. If you do not agree to these Terms, you may not access or use the SaaS Services and you are instructed to log off immediately. Notwithstanding anything to the contrary in this notice, your first use of the SaaS Services shall irrevocably indicate your agreement to these Terms.

1 OTHER APPLICABLE TERMS AND CONDITIONS.

1.1 Please understand that each entity that has been authorized by Grass Valley to use the SaaS Services (each, a “SaaS Services Subscriber”) has an agreement with Grass Valley that also governs your use of the SaaS Services (the “Software as a Service Terms and Conditions”). In the event of a conflict between these Terms and the applicable Software as a Service Terms and Conditions, the Software as a Service Terms and Conditions shall control. Unless expressly provided to the contrary, all capitalized terms which are defined in the Software as a Service Terms and Conditions shall have the same meaning assigned thereto in these Terms, all of such definitions being incorporated herein by reference.

1.2 The applicable Software as a Service Terms and Conditions is incorporated into these Terms by reference. You agree to comply with all of the terms of the Software as a Service Terms and Conditions that are applicable to an User (as such term is defined in the Software as a Service Terms and Conditions), including where the SaaS Product Subscriber is responsible for causing the User’s compliance with such terms.

2 UPDATES AND CHANGES TO TERMS

2.1 Grass Valley may update these Terms from time-to-time and may amend them at any time to incorporate additional rules, policies, procedures and other instructions concerning access to and use of the SaaS Services or additional features, materials, products, opportunities, or services that Grass Valley may make available on or through the SaaS Services. All such updates and amendments are effective immediately upon notice thereof, which Grass Valley may give by any means, including by posting a revised version of these Terms or other notice on the SaaS Services or by sending you a copy of the revised Terms by email.

2.2 You should view these Terms often to stay informed of changes that may affect you, as your continued use of the SaaS Services signifies your continuing consent to be bound by these Terms. Grass Valley expressly reserves the right to make any changes to these Terms, or to the SaaS Services and its

Content (as defined hereafter), at any time, without prior notice to you.

3 MONITORING

3.1 Please be advised that Grass Valley may monitor your use of and access to the SaaS Services to ensure compliance with these Terms and any other applicable rules, policies, deadlines and instructions. By using the SaaS Services, you expressly consent to such monitoring.

3.2 Be advised that if such monitoring reveals possible criminal or unlawful activity or unauthorized use of the SaaS Services, Grass Valley may, among other things, do one or more of the following: (a) suspend or terminate your access to the SaaS Services or (b) suspend or terminate the SaaS Services Subscriber’s access to the SaaS Services.

4 REGISTRATION; ACCOUNTS

4.1 To access and use certain features, functions and services in the SaaS Services, you must have an account (a “User Account”). You may register for an Authorized User Account in the SaaS Services. You may only register for one User Account. In consideration of your access to, and use of, the features, functions and services in the SaaS Services, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms in the SaaS Services (“Registration Data”); (b) maintain the security of your user identification and password (collectively, your “Login Information”); (c) maintain and promptly update the Registration Data, and any other information you provide to Grass Valley; (d) promptly advise Grass Valley whenever there is a change to your contact information or any other information in your User Account; (e) receive communications from Grass Valley electronically; and (f) be fully responsible for all use of your account and for any actions that take place using your account and your Login Information.

4.2 You represent and agree that all information that you provide to Grass Valley in connection with your access to and use of the SaaS Services is, and shall be, true, accurate and complete to the best of your knowledge, ability and belief.

4.3 Failure to comply with these Terms may, among other things, result in Grass Valley (a) terminating your access to the SaaS Services, or one or more features, functionalities, or services of the SaaS Services, (b) terminating your SaaS Services Subscriber’s access to the SaaS Services, or (c) blocking your IP address and restricting your access to the SaaS Services, or otherwise blocking your ability to use the SaaS Services.

5 SECURITY

5.1 Grass Valley takes such commercially reasonable measures as it deems appropriate to secure and protect information transmitted to and from the SaaS Services.

Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of any Login Information that is created or assigned to you for your use in accessing and using the SaaS Services, and you are fully responsible for all access and any activity that occurs through use of your Login Information, including any liability for the use, misuse, or unauthorized use of your Login Information.

5.2 You agree to keep your Login Information and other account details confidential, and you further agree not to share them with anyone else. You shall make every effort to ensure the privacy of data accessible through the SaaS Services by viewing data only under secure conditions. For example, you should sign off or shut down your computer before leaving it unattended or when leaving at the end of the work day. Unauthorized individuals attempting to access restricted areas of the SaaS Services may be subject to prosecution and/or litigation.

5.3 You must immediately notify Grass Valley if you learn of or suspect any loss, theft, or unauthorized use of your Login Information, or any breach of the SaaS Services security or of these Terms, of which you become aware. Grass Valley cannot and will not be liable for any loss or damage arising from any unauthorized access or use of your Login Information.

6 USER CONDUCT

6.1 In connection with your access to the SaaS Services, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. Specifically, among other things, you agree that by or while accessing or using the SaaS Services you will not:

- violate these Terms, including any applicable the Software as a Service Terms and Conditions;
- use the SaaS Services for any purpose that is unlawful;
- restrict or inhibit any other user from using or enjoying the SaaS Services;
- represent yourself as another or as a fictitious individual;
- disrupt or interfere with the SaaS Services or its operation or availability, or alter or tamper with Content on the SaaS Services;
- take any action that imposes or may impose, in Grass Valley's sole and exclusive discretion, an unreasonable or disproportionately large burden on Grass Valley's systems;
- bypass any measures Grass Valley may use to present or restrict access to the SaaS Services, or otherwise attempt (by any means) to gain access to data or information that you are not entitled to access;
- import, input, or transmit any data that cannot be exported without prior written government authorization;
- import, input, or transmit any data in violation of a license agreement, contract, or other third party rights
- copy, modify, create derivatives of, decompile, or reverse engineer the SaaS Services or take any action to interfere with Grass Valley's proprietary and intellectual

property rights in the SaaS Services; and

- import, input, or transmit any information which contains a virus, Trojan horse, worm, or other disabling device or harmful component.

6.2 The above assurances and commitments by you shall survive termination of these Terms.

7 CONTENT

7.1 *Proprietary Content.* Grass Valley respects the intellectual property rights of others and expects you to do the same. Grass Valley have expended substantial time, effort and funds to create the SaaS Services and to collect and provide the tools, functionality, materials and services that are available on or through the SaaS Services. You understand and agree that Grass Valley owns, or (where required, appropriate, or applicable) has been licensed by third-parties to use, all right, title and interest in and to the SaaS Services and the tools, functionality, materials and services made available on or through the SaaS Services, and all information, reports, output, query results, text (other than your Submissions), data, databases, graphics, images, sound recordings, audio and visual clips, logos, software and other materials contained therein, and the compilation, collection, design, selection and arrangement thereof (collectively, the "Content"). You acknowledge that the SaaS Services and the Content constitutes valuable proprietary information of Grass Valley that is protected by applicable intellectual property and other proprietary rights, laws and treaties of the United States and other countries, and that you acquire no ownership interest by accessing and using the SaaS Services and the Content. Such intellectual property and proprietary rights may include various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection and trade secrets, and database rights, and all such rights are and shall remain the property of Grass Valley or its licensors and content-providers. Grass Valley grants you a limited, nonexclusive, personal License to access and make personal use of the SaaS Services and the Content solely for legitimate, internal business purposes subject to the provisions and restrictions of the applicable the Software as a Service Terms and Conditions. Any other access to or use of the SaaS Services or the Content constitutes a violation of these Terms. Except as expressly provided for in these Terms, including the Software as a Service Terms and Conditions, any disclosure, copying, alteration, modification, reproduction, redistribution, retransmission, redisplay, reverse engineering, improvement, creation of derivative works, or any other use of any portion of the SaaS Services or of the Content, in any other manner or for any other purpose constitutes an infringement of Grass Valley's intellectual property and other proprietary rights, and is strictly prohibited.

7.2 *Use of Submissions.* By submitting any information or material to the SaaS Services or to Grass Valley (each, a "Submission"), including through access to and use of the SaaS Services, you thereby expressly grant, or warrant that the owner of such material has expressly granted, a non-exclusive, royalty-free, and fully paid license to use, copy, reproduce and create derivative works of the Submission solely for the purposes of Grass Valley and its Affiliates providing the SaaS

Services. You are solely responsible for the accuracy, completeness and truthfulness of any information and materials that you submit or provide to us and for ensuring that you have the necessary rights to submit such information and materials for use by us.

7.3 Restrictions. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within the SaaS Services or any of the Content. Except as expressly authorized by Grass Valley in writing, in no event shall you publish, disclose, reproduce, redistribute, duplicate, copy, sell, resell, or exploit, all or any portion of the SaaS Services or the Content. You are not permitted to use any Grass Valley trademarks or service marks. The SaaS Services and the Content may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work, or otherwise used for public or commercial purposes, without the express prior written permission of Grass Valley. All rights not expressly granted in these Terms are reserved to Grass Valley. No other rights or licenses whether express or implied, are conveyed or intended by the Terms.

8 TERMINATION

Grass Valley may terminate or suspend your User Account or prohibit you from using or accessing the SaaS Services (or any portion, aspect, or feature of the SaaS Services) for any violation of these Terms, with or without notice.

9 SUSPENSION OF THE SAAS PRODUCT

Grass Valley may, at any time, suspend the SaaS Services and/or your access to the SaaS Services if Grass Valley reasonably believes that such a suspension is necessary to maintain the security or integrity of the SaaS Services, or to prevent misuse of the foregoing by any person, including you.

10 INDEMNITY

You agree to indemnify and hold harmless Grass Valley and Grass Valley's officers, directors, employees, agents and licensors from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of, or in connection with any claim brought by any third party in connection with or arising out of (a) your access to and use of the SaaS Services, (b) your Submissions, or (c) your violation of this Agreement or its violation of any rights or another. Grass Valley reserves, and you grant to Grass Valley, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of this Agreement.

11 DISCLAIMER OF WARRANTY

11.1 THE SAAS SERVICES ARE SUPPLIED "AS IS," "WHERE IS," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. GRASS VALLEY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. GRASS VALLEY DOES NOT WARRANT

THAT THE SAAS SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SAAS SERVICES WILL BE ERROR-FREE, OR THAT DEFECTS IN THE SAAS SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GRASS VALLEY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF GRASS VALLEY'S OBLIGATIONS UNDER THIS AGREEMENT. YOU HEREBY WAIVE ANY AND ALL CLAIMS THAT YOU MAY HAVE AGAINST GRASS VALLEY ARISING OUT OF THE SAAS SERVICES OR THIS AGREEMENT. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF THE SAAS SERVICES AND ANY OTHER SERVICES PROVIDED BY GRASS VALLEY HEREUNDER IS AT YOUR SOLE RISK.

11.2 YOU ACKNOWLEDGE AND AGREE THAT GRASS VALLEY AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (B) UNAUTHORIZED THIRD PARTIES (E.G., HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, COMPUTERS, OR NETWORKS. GRASS VALLEY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY GRASS VALLEY OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

12 LIMITATION OF LIABILITY

IN NO EVENT SHALL GRASS VALLEY OR ITS LICENSORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE SAAS SERVICES, OR ANY SERVICES RENDERED HEREUNDER, EVEN IF GRASS VALLEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 GENERAL

13.1 No Waiver. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

13.2 Assignment. You may not assign these Terms without the written consent of Grass Valley.

13.3 Governing Law; Severability. The validity, construction and performance of these Terms and the legal relations among the parties to these Terms shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law. If any provision of these Terms or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of these Terms.

13.4 Survival. The following Sections shall survive expiration or termination of these Terms: 10 (Indemnity), 11 (Disclaimer of Warranty), 12 (Limitation of Liability), 13 (General), and any other provision that the Parties reasonably contemplate as remaining in effect after expiration or termination of these Terms.

13.5 Construction. The section headings in these Terms are for convenience of reference only, will not be deemed to a part of

these Terms, and will not be referred to in connection with the construction or interpretation of these Terms. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of these Terms as a whole and not to any particular section, subsection or other subpart of these Terms. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

By clicking "I ACCEPT" below, you acknowledge that you have read and understand these Terms and agree to be bound by them.