

Last Revised January 12, 2023

## SAAS END USER LICENSE AGREEMENT

YOU AGREE, INDIVIDUALLY, AND ON BEHALF OF ANY ENTITY YOU REPRESENT, TO BE BOUND BY THIS AGREEMENT UPON THE EARLIER OF: (A) CLICKING THE “ACCEPT,” “AGREE” OR OTHER ASSENT INDICATOR ACCOMPANYING THIS AGREEMENT; AND (B) ACCESSING OR USING THE PLATFORM (DEFINED BELOW) OR THE RELATED SERVICES.

### 1. Introduction

**1.1 SaaS End User License Agreement.** The Platform (defined below) is operated by Grass Valley USA, LLC (“we,” “us” or “our”), directly or through our affiliates or subcontractors. This SaaS End User License Agreement (“**Agreement**”) applies to and governs the use of the Platform and the SaaS Services (defined below).

**1.2 AMPP Platform and SaaS Services.** Among other software-based solutions, we operate our cloud-accessible system of software and hardware identified as the Agile Media Processing Platform™ or AMPP®. We provide access to AMPP (“**Platform**”), and we conduct the operation of the Platform (“**SaaS Services**”) directly or through our affiliates or subcontractors.

**1.3 SaaS Agreement.** This Agreement is incorporated into the Software as a Service Agreement (“**SaaS Agreement**”) by and between us and the entity responsible to pay us for the SaaS Services (“**Paying Entity**”). In this Agreement, we use “**you**” or “**your**” to refer to: (a) Paying Entity’s employee or independent contractor (as the case may be) who is entering into this Agreement to use the SaaS Services; (b) Paying Entity’s client who is entering into this Agreement to use the SaaS Services; or (c) the employee of such client who is entering into this Agreement to use the SaaS Services, whichever the case may be.

**1.4 Binding.** By registering with, accessing or otherwise using the SaaS Services, you hereby agree to be bound by this Agreement. If you use the SaaS Services in your role as an employee or agent of an entity (such as a corporation, company, partnership or other organization), you hereby represent, warrant and agree that: (a) you are duly authorized to enter into this Agreement in your personal capacity and on behalf of such entity; and (b) this Agreement will be binding on both you and such entity.

**1.5 Non-Limiting Words.** In this Agreement, we use the words “including,” “includes,” “such as,” and “e.g.” in a non-limiting fashion.

**1.6 Updates.** We reserve the right to change this Agreement at any time without notice. You acknowledge and agree that it is your responsibility to review this Agreement periodically and familiarize yourself with any changes. Your continued use of the SaaS Services after any such changes will constitute your acknowledgement of, and agreement to, the changed version of this Agreement.

## 2. Registration and Access Credentials

To access the SaaS Services, you must use a user account issued by us to Paying Entity (“**User Account**”). To access the User Account, you will be required to use Access Credentials (defined in **Section 3.5**). You agree to: (a) provide accurate, current and complete user information about you as may be prompted by any registration forms in the SaaS Services; (b) maintain the security of the Access Credentials; (c) maintain and promptly update your user information, contact information and any other information you provide to us; (d) receive and promptly reply to communications from us electronically; (e) be fully responsible for your use of the User Account and any actions by others who have received the Access Credentials based on your acts or omissions; and (f) notify us immediately if you discover any use of the Access Credentials or SaaS Services that you did not authorize or that violates this Agreement.

## 3. Intellectual Property and Usage Restrictions

**3.1 Resources.** We or our licensors, lessors, suppliers or subcontractors (collectively, our “**Suppliers**”) own, control or have a license to: (a) all of the inventions (whether or not patentable), works of authorship (whether or not copyrightable), trade secrets, trademarks, service marks, marks, domain names, logos, slogans, symbols, designs, trade dress, data, software, graphical user interfaces, content, text, images, photos, audio recordings, sound recordings, graphics, audio and visual clips, videos, motion pictures, information, source code, algorithms, software logic, software design, software architecture, graphical layout, and data processing methods, tools, functionality, materials and services made available on or through the SaaS Services, reports, output, query results, text, databases other materials contained therein, and the compilation, collection, design, selection and arrangement thereof, together with all other resources displayed by or accessible within the SaaS Services; (b) the Platform, the User Account, and the Access Credentials; and (c) all documentation and information provided by us that describes technical, functional or other aspects of the SaaS Services or Platform, including any user manuals, guides, release notes, technical manuals, specifications, use policies, license terms, help interfaces, support databases, readme files and other documentation (collectively, “**Documentation**”) (the foregoing items described in subsections (a)-(c) and the SaaS Services being collectively referred to as the “**Resources**”).

**3.2 Intellectual Property.** The Resources constitute valuable property that is protected by applicable intellectual property rights and other proprietary rights, laws and treaties of the United States and other countries. Such intellectual property and proprietary rights may include patent rights (including patents), copyrights (including copyright registrations), trademarks and service marks (including registration therefore), trade secret rights, trade dress protection, and database rights, and all such rights are and will remain the property of us or our Suppliers. You will not acquire any ownership of or title to any Resources or any such intellectual property and proprietary rights. Except for the Usage Right, you will not receive any right or license (express, implied or otherwise) in or to any Resources or any such intellectual property and proprietary rights.

**3.3 Usage Right.** Subject to the terms and conditions of this Agreement, we hereby grant you a non-exclusive, non-assignable, non-transferable, non-sublicensable, personal, limited right to, exercisable solely during the Usage Period (defined in **Section 9.1**), to: (a) access and use the SaaS

Services; and (b) personally display the Documentation on display screens of any computer, mobile device or other hardware that is possessed and controlled by you or Paying Party (“**Access Device**”). The limited right granted to you under this Section will be referred to as the “**Usage Right**.” The Usage Right will automatically terminate upon the ending of the Usage Period.

**3.4 Downloading Restriction.** As a condition of the Usage Right, you will not directly or indirectly (by causing or permitting others to) copy, download, or reproduce the SaaS Services or any related software application (“**Application**”) or any component thereof except to the extent that: (a) we have designed portions of such Application to be downloaded and installed onto Access Devices; and (b) the User Account enables you to download such portions as described in the applicable Documentation. In such event, (i) you will download and install no more than a single copy of the applicable Application portion; and (ii) you will uninstall and delete all such portions of all Applications from all of your Access Devices upon the ending of the Usage Period.

**3.5 Additional Restrictions.** As an additional condition of the Usage Right, you will not directly or indirectly (by causing or permitting others to): (a) license, sublicense, sell, resell, market, lease, sublease, loan, rent, transfer, assign, distribute, display (except for your personal display on your Access Devices), host, outsource, disclose, permit timesharing or service bureau or make available or accessible to any third party, or otherwise commercially exploit any Resources or grant any right to access or use any Resources to any third party; (b) modify, enhance, adapt, improve or create derivative works of any Resources; (c) decompile, disassemble, decrypt, reduce to human-readable form, port, translate, localize, hack or reverse engineer any object code of any Resources or assemble or attempt to reverse engineer, reconstruct, identify, or discover any source code of any Resources, the structure, sequence, or organization of such source code or any algorithms, methods, or models contained therein; (d) “frame” or “mirror” any Resources on any third party server or other infrastructure; (e) enter into time-sharing or data processing service arrangements involving use of any Resources with any third party, including any of your affiliates; (f) remove, alter or modify any product identification, trademark, copyright, patent, or other notices or markings contained in, displayed by, or provided with any Resources; (g) access or use any Resources in order to build any software, product, or service that is competitive or similar to the SaaS Services or any portion thereof; (h) provide or submit through the SaaS Services, any data, information, computer code, content, media, works or material (collectively, “**Input**”) containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (i) interfere with, disable, encumber, impede, or disrupt the integrity or performance of any SaaS Services, the data contained therein or part thereof, or the operation of any Resources; (j) attempt to gain unauthorized access to any Resources or its related systems or networks; (k) access, use, or copy any portion of the Resources through the use of bots, spiders, Web crawlers, indexing agents, or other automated devices or mechanisms; (l) cause or enable any robot, bot, spider, scraper, wanderer, gatherer, harvester, site search/retrieval application or other automatic device, data processor, software module or process to: (i) penetrate, interact with or operate with any Resources; (ii) conduct any step of any process managed by any Resources; or (iii) extract, data mine, pull or retrieve any information or data from any Resources; (m) create any denial of service with respect to any SaaS Services; (n) intercept the communications of any third party using the SaaS Services or falsify the origin of your or any end-user’s communications, or attempt to do any of the foregoing; (o) use the SaaS Services for any illegal or injurious purpose; (p) perform any automated, semi-automated, server-based, or software-driven testing of any Resources without our prior written consent, including functional evaluation, benchmark,

vulnerability, performance, load, stress, and security testing; (q) bypass or circumvent any login credentials (including usernames and passwords), login information, license keys, access keys, physical and electronic keys, authentication steps, security codes or any other security controls of us or our affiliates or Suppliers (collectively, “**Access Credentials**”); (r) access or use any Resources after the Usage Period; or (s) violate the applicable Documentation or any other usage restrictions displayed within any Resources or within any documentation accessible within the Resources.

**3.6 Penalties.** Your violation of any of the restrictions in this **Section 3** may subject you to penalties and liabilities under patent laws, copyrights laws, trademark laws, intellectual property laws, and civil and criminal statutes.

#### **4. Authority, Acceptable Use and Conduct**

**4.1** By submitting, providing or inputting any Input into the Platform or otherwise through the SaaS Services, you hereby agree and warrant that: (a) you have the authority and right to use the Input in connection with the SaaS Services for the purposes of this Agreement; (b) the owner of the Input (if not you) has granted to you, a non-exclusive license (sublicensable to us and our affiliates and Suppliers) to use, process, store, transmit, possess, copy, reproduce and create derivative works of the Input for the purposes of us and our affiliates’ and Suppliers’ provision of the SaaS Services; and (c) such license is exercisable free of any obligations of us, our affiliates and Suppliers to pay any fees, royalties or other payments to you or any third party. You hereby authorize us and our affiliates and Suppliers to use, process, store, transmit, possess, copy, reproduce and create derivative works of the Input for purposes of providing the SaaS Services. You are solely responsible for the accuracy, completeness and truthfulness of the Input.

**4.2** You agree to use the SaaS Services and Documentation only for the purposes intended and as permitted by this Agreement, the terms of our Suppliers, and applicable laws, regulations and generally accepted online practices and industry guidelines.

**4.3** To access the SaaS Services, you may be required to provide certain information about yourself (such as your identification, contact details, etc.) as part of the registration process, or as part of your ability to use the SaaS Services. You agree that any information you provide will always be accurate, correct, and up to date.

**4.4** You will not, directly or indirectly, engage in any inappropriate conduct in connection with your use of any SaaS Services or Resources, including: (a) installing or inputting into the Platform, any viruses, malware or other malicious code; (b) uploading, posting, submitting, sharing or otherwise distributing any content that infringes upon any intellectual property right of any party or contains any type of unauthorized or unsolicited advertising; (c) violating applicable law, violating the rights of any person, engaging in behavior that is illegal, threatening, defamatory, abusive, harassing, intimidating, fraudulent, deceptive, invasive, racist, sexist, hateful or offensive; (d) distributing content that contains any type of suggestive, inappropriate, or explicit language or images; (e) restricting or inhibiting any other user from using or enjoying the SaaS Services; (f) representing yourself as another or as a fictitious individual; (g) disrupting or interfering with the SaaS Services or their operation or availability, or altering or tampering with any Resources available through the SaaS Services; (h) taking any action that imposes or may impose, in our sole

and exclusive discretion, an unreasonable or disproportionately large burden on our Platform or systems; (i) bypassing any measures we may use to present or restrict access to the SaaS Services, or otherwise attempting (by any means) to gain access to data or information that you are not entitled to access; (j) importing, inputting, or transmitting any data that is unlawful to be exported or transmitted without a prior written authorization or export license from the applicable governmental entity; or (k) importing, inputting or transmitting any data in violation of any license agreement, contract or third party right.

## **5. Monitoring**

We may monitor your use of and access to the SaaS Services to ensure compliance with this Agreement and any other applicable rules, policies, deadlines and instructions. By using the SaaS Services, you expressly consent to such monitoring. To the extent permitted by applicable law, we may electronically track and monitor your activities conducted on Access Devices while using the SaaS Services. If such monitoring reveals possible criminal or unlawful activity or unauthorized use of the SaaS Services, we may take, among other steps, one or more of the following actions: (a) suspend or terminate your access to the SaaS Services; or (b) suspend or terminate Paying Entity's access to the SaaS Services.

## **6. Warranty Waiver and Limitation of Liability**

**6.1 Your Warranties.** You hereby represent and warrant that: (a) all information provided by you to us in connection with the SaaS Services, any User Account or this Agreement is and will be true and accurate; (b) you have the right to provide the Input for processing by the SaaS Services and storage in the Platform; and (c) you have the right to enter into this Agreement on your behalf and behalf of any entity for which you perform work or services through use of the SaaS Services.

**6.2 Warranty Disclaimers.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) ALL RESOURCES ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS; (B) WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT RELATING TO THE RESOURCES, AND (C) WE MAKE NO WARRANTY THAT ANY RESOURCES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY OR ERROR-FREE BASIS. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF THE SAAS SERVICES AND ANY OTHER SERVICES PROVIDED BY US HEREUNDER IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT WE AND OUR SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT VIRUSES, WORMS, TROJAN HORSES, OTHER UNDESIRABLE DATA OR SOFTWARE, AND UNAUTHORIZED THIRD PARTIES (E.G., HACKERS) MAY OBTAIN ACCESS TO OUR RESOURCES AND CAUSE DAMAGE YOUR INPUT, WEBSITES, COMPUTERS, OR NETWORKS. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH DAMAGE NOR WILL ANY SUCH EVENTS CONSTITUTE OUR BREACH OF THIS AGREEMENT.

**6.3 Exclusion of Damages.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN



NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF DATA, OR LOSS OF OR HARM TO PROPERTY OR DATA) INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, ANY RESOURCES.

**6.4 Limitation of Damages.** IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGE OR AMOUNT ARISING FROM OR RELATING TO THIS AGREEMENT IN EXCESS OF THE TOTAL AMOUNT PAID BY PAYING ENTITY TO US IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

## **7. Indemnification**

You hereby release, waive, defend, indemnify and hold harmless, us, our affiliates, and us and our affiliates' respective officers, directors, employees, agents, licensors, suppliers and contractors from and against any loss, liability, claim, lawsuit, proceeding, demand, damages, costs, recoveries, and expenses, including reasonable attorney's fees, arising from or relating to: (a) your access to or use of any SaaS Services or Documentation; (b) your Input; (c) any unauthorized access by any person or entity to any Resources caused by your handling or mishandling of any Access Credentials; (d) your violation of applicable law or violation of the right of any person or entity; (e) your negligence or wrongdoing (intentional or otherwise); or (f) your breach of any warranty, representation, or obligation in this Agreement. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you.

## **8. Term and Termination**

**8.1** The term of this Agreement will begin upon the earlier of: (a) your clicking of the "accept," "agree" or other assent selector accompanying this Agreement; and (b) your accessing of or use of the SaaS Services or any other Resources ("**Effective Date**"). The term of this Agreement will continue from the Effective Date until the earlier of the termination of the SaaS Agreement, the termination of the User Account, and our suspension or termination of the SaaS Services in accordance with the SaaS Agreement or this Agreement ("**Usage Period**"). The term of this Agreement will automatically terminate at the end of the Usage Period.

**8.2** Before the Usage Period expires, we may immediately terminate, suspend or limit the Usage Period (or this Agreement entirely) if: (a) you breach any terms of this Agreement; (b) we suspect that you have infringed upon the rights of any third party, violated this Agreement, or engaged in any wrongdoing; or (c) we conclude that such termination, suspension or limitation is necessary to maintain the security or integrity of the SaaS Services, or to prevent misuse of any Resources by any person, including you.

**8.3 Survival.** Our rights under **Section 3** will survive the termination or expiration of this Agreement, and your obligations and restrictions under **Section 3** will survive the termination or expiration of this Agreement. Furthermore, the rights and obligations under the following provisions of this Agreement will survive the termination or expiration of this Agreement:

**Sections 3, 4, 5, and 7 through 13**, together with all other provisions which, by their terms, contemplate survival.

## **9. Miscellaneous**

You will not assign this Agreement, in whole or in part, to any third party. Any purported assignment in violation of this Section will be null and void. Our delay or failure to exercise or enforce any right or provision in this Agreement will not prejudice or operate to waive such right or provision. If any part or provision of this Agreement is found to be unenforceable under applicable law, such part or provision will be modified to make this Agreement, as modified, legal and enforceable. The balance of this Agreement will not be affected. This Agreement will be governed by the laws of the State of Delaware without giving effect to any conflict of laws principles, the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. The courts of the State of California (state and federal) will have sole and exclusive jurisdiction over any and all disputes, claims and controversies, lawsuits, legal actions arising from, under, out of, relating to, or in connection with this Agreement (collectively, “**Disputes**”). Venue for all Disputes will be in the State Court in Los Angeles County, California or in the United States District Court for the Central District of California; provided, however, that, if the any Dispute involves or relates to your intellectual property infringement or misappropriation, we may optionally select jurisdiction and venue where you resides or where such infringement or misappropriation occurs. If any court deems any provision of this Agreement unenforceable because of its scope regarding warranty waiver, liability limitation, time, restrictions, ownership or other matters, such court will have the power to modify such provision, through reductions or limitations thereon or to delete specific words or phrases. In its reduced form, such provision will then be enforceable and will be enforced under applicable law. In the event of a conflict between the terms of this Agreement and the terms of the SaaS Agreement, the terms of the SaaS Agreement will control and prevail. This Agreement will be interpreted and construed exclusively in the English language. All notices and correspondence related to this Agreement will be written exclusively in the English language.

## **10. Contact Information**

You may contact us regarding this Agreement through our contact page at [www.grassvalley.com](http://www.grassvalley.com) or by writing or emailing us at the following address:

Grass Valley USA, LLC  
1600 NE Compton Drive, Suite 100,  
Hillsboro, OR 97006  
[Przemyslaw.Wojtaszczyk@grassvalley.com](mailto:Przemyslaw.Wojtaszczyk@grassvalley.com)  
Attn.: Legal Department

## **11. Updates of this Agreement**

As noted above, we may update this Agreement from time to time. The date provided at the beginning of this Agreement is the latest revision date of this Agreement. To request a prior version of this Agreement, please contact us via one of the methods provided in **Section 11**.



## 12. Electronic Signature

To demonstrate your assent to this Agreement, we may require you to click an “accept,” “agree,” or other assent indicator accompanying this Agreement. You understand that your activation of such indicator will constitute your electronic signature, and you acknowledge that such electronic signature is equivalent to your hand written signature.

End of SaaS End User License Agreement

© 2023 Grass Valley USA, LLC