

## 1. GENERAL

**1.1 Application of Terms.** It is expressly agreed between Grass Valley and you ("**Customer**") that the sale and/or license of the Products and/or Services (as defined below) is governed exclusively by these Terms and Conditions of Sale ("**Terms and Conditions**"). Grass Valley's acceptance of Customer's Purchase Order is expressly conditioned upon Customer's assent to these Terms and Conditions to the exclusion of any additional or different terms or conditions on Customer's order form or any other Customer documents. No waiver, alteration, or modification of any of these Terms and Conditions by Customer shall be valid unless made in writing specifically referencing these Terms and Conditions and signed by an officer or other duly authorized representative of Customer and Grass Valley. Customer's use of Software whether embedded in Products or provided separately shall be governed by the license terms set forth below. The quantity, description and price of any Products and/or Services purchased by the Customer shall be as set out in Grass Valley's Proposal/Contract, or in the absence of a Proposal/Contract the same shall be as set out in Grass Valley's invoice. These Terms and Conditions shall apply to all sales of Products and/or Services between Customer and Grass Valley until such time as Grass Valley issues a revised edition of these Terms and Conditions or unless otherwise expressly agreed in writing by both parties as described above. "**Grass Valley**" shall mean the Grass Valley legal entity identified in the applicable Proposal/Contract or in the absence of a Proposal/Contract, the Grass Valley legal entity identified on the cover page of the applicable Purchase Order, and may include legal entities with "Grass Valley", "Quantel", "Snel", or "Miranda" in their legal entity name or other Affiliates as may be included in the Grass Valley group over time.

**1.2 Definitions.** As used in these Terms and Conditions, the following terms shall have the meanings set forth below:

**1.2.1 "Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than fifty percent (50%) of the total voting securities or other such similar voting rights.

**1.2.2 "Contract"** means the Proposal and any other document incorporated as a schedule to the Proposal and accepted by Customer as evidenced by either the issuance of a Purchase Order or the signature of an officer or other duly authorized representative of Customer. In the absence of a Proposal or mutually signed agreement, these Terms and Conditions together with the invoice shall apply exclusively to the sale of Products and/or Services by Grass Valley pursuant to a Purchase Order accepted by Grass Valley.

**1.2.3 "Contractor"** means an individual or business which is not an employee of Customer but is hired by Customer to perform certain information technology tasks for Customer's benefit provided that such tasks are not prohibited under this Agreement.

**1.2.4 "Deliverables"** means work product supplied by Grass Valley to Customer as part of the Services as may be described in a Purchase Order or Statement of Work.

**1.2.5 "Documentation"** means the written technical documentation published by Grass Valley regarding the Software and identified as "Manuals," "Release Notes" or "Software Specifications" training document, configuration information, and available on Grass Valley's website on the "Resources" pages from time to time, accompanying Product delivered to the Customer or expressly agreed to by Grass Valley in a Statement of Work. All data sheets, brochures, samples, drawings and description matter issued by Grass Valley or a Grass Valley Affiliate or contained in its advertising materials are issued or published for guidance purposes only and shall not form part of the Documentation or the Proposal/Contract.

**1.2.6 "Hardware"** means the Grass Valley and/or Grass Valley Affiliate equipment, modules or other physical components and goods purchased by Customer. Hardware includes Grass Valley purpose-built Hardware with Embedded Software as well as information technology type Hardware like a generic pc or server.

**1.2.7 "Licensed Program"** means whichever features of the Software are enabled by the Software protection mechanism corresponding to the configuration or product model licensed. Any portion of the Licensed Program contained or merged into another program will continue to be subject to these Terms and Conditions.

**1.2.8 "Location"** means any Grass Valley pre-approved Customer authorized site at which a Product is installed.

**1.2.9 "Product(s)"** means (i) Hardware, to the extent Customer purchased Hardware, (ii) Software, to the extent Customer purchased Software, (iii) any combination thereof, to the extent Customer purchased Hardware together with Software, or (iv) Deliverables, to the extent Customer purchased Deliverables.

**1.2.10 "Proposal"** means the final quotation document submitted by Grass Valley to Customer together with these Terms and Conditions. Unless otherwise indicated in writing by Grass Valley, Grass Valley Proposals are valid for thirty (30) days from date of issuance.

**1.2.11 "Services"** means those professional services provided to Customer by Grass Valley particularly described in an applicable Statement of Work and/or Proposal/Contract, to the extent Customer purchased such Services.

**1.2.12 "Purchase Order"** means Customer's written purchase request for Hardware or Software and/or Services, whether received by mail or by electronic means submitted by Customer pursuant to a Contract/Proposal, excluding any different or additional terms or conditions on Customer's form. Such Purchase Order shall include the quantity and type of Product(s) ordered Products descriptions, shipment and invoice information and shipping instructions (if allowed by Grass Valley), Customer's order number and the Proposal number(s).

**1.2.13 "Software"** includes the Licensed Program and means any software provided pursuant to these Terms and Conditions on DVD, via a Grass Valley or other web-site, or on another medium or through another delivery mechanism, or via a Grass Valley Affiliate, reseller or distributor, including (i) the Grass Valley software and/or firmware used in or with the Hardware and embedded in, dependent upon or loaded onto the Hardware in object code format ("**Embedded Software**"); (ii) Grass Valley application software products which are provided to Customer independently of the Hardware ("**Stand Alone Software**"); and (iii) Grass Valley application software products which are provided to Customer with information technology type hardware such as a generic pc ("**Application Software**"). Software includes any Documentation specifically applicable to the Software. Software 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 Customer under these Terms and Conditions. Nothing in these Terms and Conditions shall constitute or be deemed to constitute an obligation of Grass Valley to provide any Software, Documentation, or other software, new versions, Updates, Upgrades, options, bug fixes, error corrections, modifications, enhancements, and other Software releases unless duly purchased as required by these Terms and Conditions. The term "purchase" when used with respect to Software means to acquire a license to use Software (not to acquire title to the Software).

**1.2.14 "Statement of Work"** means the applicable Grass Valley or Grass Valley Affiliate Statement of Work available at its website or if none a document mutually agreed to by the Parties that should contain the following: services description, assumptions and dependencies, milestones (if any), and acceptance terms.

**1.2.15 "Technical Hardware Specification"** shall mean the technical documentation published by Grass Valley or a Grass Valley Affiliate, as the case may be, regarding the Hardware and expressly identified as the Specification for the Hardware available on Grass Valley's website. All data sheets, brochures, samples, drawings and description matter issued by Grass Valley or a Grass Valley Affiliate or contained in its advertising materials are issued or published for guidance purposes only and shall not form part of the Technical Hardware Specification or the Proposal/Contract.

**1.2.16 "Update"** means any bug fixes and minor enhancements to the Software that are commercially released and generally made available by Grass Valley in the form of an update.

**1.2.17 "Upgrade"** means enhancements to the Software in the form of new or improved functionality or features, to the extent made available by Grass Valley in the form of an upgrade.

## **2. FEES AND PAYMENT TERMS**

**2.1** Prices and/or fees quoted by Grass Valley are exclusive of any taxes, (including any Value Added Tax where applicable), levies, duties, or other governmental charges, shipping, and insurance.

**2.2** Any and all taxes, (including any value added tax where applicable), levies, duties and governmental or other charges of any nature, present or future, imposed on Grass Valley or which Grass Valley has a duty to collect in connection with the sale, delivery, or use of any Product and/or Services will appear as separate items on the invoice. If Customer is required by law to withhold any amount of tax from its payment to Grass Valley, the amounts otherwise payable hereunder shall be grossed up so that Grass Valley receives the same net amount it would otherwise have been entitled to receive and the parties will take all reasonable steps to minimize such withholding tax.

**2.3** Customer understands that Customer may receive multiple invoices from Grass Valley for the Products and/or Services Customer ordered. Upon each shipment of Hardware and/or delivery of Software (whether by physical delivery of media or electronic download), Grass Valley will issue an invoice to Customer's address specified in the Purchase Order. Embedded Software will not be subject to separate Software license fees unless set forth in the Proposal/Contract. Grass Valley's standard invoice payment terms are net thirty (30) calendar days of the date of invoice unless otherwise specified in the applicable Proposal/Contract or otherwise agreed to in writing by the parties, regardless of when the Products are placed into service or whether ancillary commissioning or related services have been offered or performed by Grass Valley. Where prepayments or advance deposits are required as specified in the Proposal/Contract or otherwise agreed to in writing by the parties, such prepayments or advance deposits shall be due immediately upon issuance of the Purchase Order by Customer to Grass Valley or immediately upon receipt by Customer of the applicable invoice from Grass Valley. For Services (including but not limited to training Services), invoices will be issued in advance of performance of the Services and at the time of first Hardware shipment or Software delivery, unless otherwise specified in the Proposal/Contract. Customer shall be fully responsible for any actual third party costs, penalties or charges resulting from Services which are cancelled by the Customer after scheduling and prior to performance.

**2.4** Time for payment shall be of the essence of the Contract. All amounts due to Grass Valley shall be paid in full without any set-off, counterclaim, deduction or withholding. In the event Customer fails to pay Grass Valley's invoice in full in due time, Grass Valley shall be entitled to suspend the performance of its obligations until Customer has paid all amounts due. All overdue payments also shall be subject to a late payment interest at the rate of one and one-half percent (1.5%) per month (or the maximum allowable by law) from the due date until the date when all outstanding payments have been made in full. Customer agrees to pay any third-party collection expenses, including attorneys' fees, incurred by Grass Valley to collect any unpaid amounts. All payments shall be made in the currency specified in Grass Valley's Proposal/Contract.

**2.5** All payment terms are subject to prior credit approval by Grass Valley. Grass Valley may reject any Purchase Order, change its credit terms, suspend performance, or cancel any accepted Purchase Order, in its sole discretion when, in Grass Valley's reasonable determination, Customer's financial condition or record of payment so warrants, or Grass Valley's internal booking or de-booking policy so warrants. In addition, Grass Valley reserves the right to cancel or amend any accepted Purchase Order if for any reason it becomes unable to fulfill Customer's Purchase Order. In each such case, notice of Grass Valley's action will be promptly given to Customer. The amendment or cancellation will be deemed accepted by Customer unless rejected by Customer within ten (10) calendar days of the date of such amendment or cancellation. If Customer chooses to reject the amendment or cancellation, Grass Valley may terminate the related Proposal/Contract or SOW without further liability. Grass Valley is not obligated to sell to Customer any Product and/or Service ordered by Customer until such time as Grass Valley has accepted the applicable Purchase Order. Acceptance of a Purchase Order by Grass Valley shall

be (a) by general acknowledgement transmitted by facsimile or electronic mail, or (b) by commencement of performance by Grass Valley. Before accepting a Purchase Order Grass Valley may require to receive a signed original of the Proposal, Contract or Purchase Order.

## **3. SHIPMENT, DELIVERY, RISK OF LOSS, TITLE, TRANSFER, ACCEPTANCE**

**3.1** All Products shall be shipped to Customer's shipping address or as agreed and specified in the applicable Proposal and the Products shall then be deemed to have been delivered to Customer and accepted upon shipment. Any loss of, or damage to, the Products shall be at the risk of Customer from the date of delivery of the Products to the carrier point of shipment (Incoterms 2010: FCA Grass Valley's initial shipping location unless expressly agreed otherwise in writing by Grass Valley). For Customers in the USA only, Grass Valley may agree to use FOB Origin, in which case it will be stated in the applicable Purchase Order and acknowledged by Grass Valley. Customer shall insure the Products against loss or damage as may be appropriate. Any insurance proceeds received by Customer in respect of unpaid Products shall be held in trust for Grass Valley payable upon demand. Under no circumstances will Grass Valley be responsible or liable for any delays or failure by the shipping service to ship or deliver the Products to Customer. Except as expressly agreed to by the parties, Customer will be solely responsible and liable for all shipping and handling costs for the delivery of the Products. In the event of default by Customer, Grass Valley may decline to make further shipments. If Grass Valley elects to continue shipments, Grass Valley's action shall not constitute a waiver of any such default or affect Grass Valley's legal remedies for such default.

**3.2** Grass Valley will schedule shipments based on Customer's requests and Grass Valley's estimated shipping capability provided the Purchase Order requests shipment within twelve (12) months from the date of the Purchase Order. Grass Valley may make partial shipments unless Customer and Grass Valley specifically agree otherwise. Any dates quoted for shipment are approximate only, and the time of shipment is not of the essence of the Contract.

**3.3** Title and risk to the Products shall transfer from Grass Valley to Customer at the point of shipment, unless Grass Valley expressly agrees otherwise in writing.

**3.4** Once accepted by Grass Valley, Customer is not entitled to cancel or amend any Purchase Orders. Notwithstanding the foregoing, Grass Valley may (in its sole discretion) allow cancellation or partial cancellation or rescheduling of any Purchase Order, in which case Customer shall pay to Grass Valley a re-stocking (or rescheduling) charge to be determined by Grass Valley. The restocking or rescheduling charge will vary by Product and Purchase Order and will not constitute a waiver by Grass Valley of any other rights it may have under law for such cancellation or rescheduling.

## **4. SECURITY INTEREST**

Grass Valley reserves and Customer hereby grants a security interest in each Product/Deliverable until the entire amount due has been paid to Grass Valley. Upon the request of Grass Valley, Customer agrees to take such actions, including without limitation executing and delivering such documents and instruments, as may be necessary or proper to evidence, perfect, maintain and enforce such security interest.

## **5. INTELLECTUAL PROPERTY**

**5.1 Ownership by Grass Valley.** Grass Valley and or its applicable Affiliate retain all right, title, and interest in and to its intellectual property rights relating to the Products and their use. Customer agrees and acknowledges that it shall not obtain any right or license under any intellectual property rights, whether express, by implication, estoppel, or otherwise, with respect to any Software embedded in or otherwise provided or used with the Products under these Terms and Conditions or as a result of Grass Valley's shipment of Products hereunder. Customer acknowledges and agrees that Grass Valley or one of its Affiliates (or its suppliers or licensors, as applicable) owns and shall retain all right, title and interest in and to the Software (including any copies, portions, extracts and derivatives thereof) and any and all intellectual property rights throughout the world relating thereto, including, without limitation, any and all copyrights, neighboring rights and similar

rights, and any and all rights in and to databases, designs, industrial designs, utility models, trademarks, trade names, trade dress, service marks, trade secrets, know-how and other confidential or proprietary information, patents, and other intellectual or industrial proprietary rights and the subject matter thereof, and any rights related to any of the foregoing, including, without limitation, rights in, to or under applications, filings, registrations or renewals.

**5.2 Ownership of Pre-Existing Works.** If Grass Valley is providing Services to Customer, the following terms shall also apply with respect to ownership of intellectual property.

**5.2.1** The intellectual property rights in any materials or Software (whether written or machine-readable) created by or licensed to Grass Valley or one of its Affiliates prior to the commencement of the term of an applicable Statement of Work or outside such engagement and any subsequent modifications to same ("**Grass Valley Pre-Existing Works**") will remain vested in Grass Valley or one of its Affiliates or a third party (pursuant to subsection 9.7 below), provided that Customer will have a license to use them in accordance with the license provisions below. The intellectual property rights in any materials or software created by, owned by or licensed to Customer prior to the commencement of the term of an applicable Statement of Work and any subsequent modifications to the same ("**Customer Pre-Existing Works**") will remain vested in Customer, provided that Customer will grant a limited license to Grass Valley for the purpose of using such rights in connection with the performance of Services under the applicable Statement of Work.

**5.2.2 Ownership of Deliverables.** Except as previously agreed in writing, Grass Valley or one of its Affiliates (as determined by Grass Valley) will own all intellectual property rights in all Deliverables, except for Customer Pre-Existing Works (expressly specified as required below) which are incorporated into the Deliverables, and in all other materials or software created under the applicable Statement of Work whether by or on behalf of Grass Valley. Customer will have a non-exclusive, non-transferable license to use these Deliverables in accordance with the license provisions below. If any Deliverable is not specified in any applicable SOW as "**Customer Pre-Existing Works**," the Deliverable will be considered owned by Grass Valley or one of its Affiliates pursuant to the terms of this Section. The tangible medium containing Deliverables, if any, become the property of the Customer as of when such Deliverable is shipped to Customer.

**5.2.3** Notwithstanding any other provisions of these Terms and Conditions, the use of any Grass Valley or Grass Valley Affiliate Deliverable consisting of software will be subject to Grass Valley's software license.

**5.2.4** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

**5.2.5** The transfer to Customer of any title in the Deliverables to the limited extent permitted herein is subject to payment by Customer of amounts due under the applicable Statement of Work.

**5.2.6** Notwithstanding any other provision of these Terms and Conditions, Grass Valley and its Affiliates will not be prevented or restricted by these Terms and Conditions from using any technique, idea, concepts or know-how relating to Grass Valley or its Affiliates' business activities.

## 6. SOFTWARE LICENSE

**6.1 Applicability of Software License.** This software license ("**Software License**") shall apply to any and all Software: (i) which is the subject of a Purchase Order issued by Customer to Grass Valley or one of its authorized distributors or resellers, (ii) which is delivered to Customer in the form of an Update or Upgrade, or (iii) which is otherwise obtained by Customer. If Customer does not agree to the terms of this Software License, Customer is not granted any rights with respect to the Software, and Customer must not download, install, copy, or otherwise use the Software and must promptly delete any partial or full copy of the Software and/or, if Customer obtained the Software on a tangible medium or with a tangible key, card or dongle, return such Software, key, card or dongle as the case may be. Any such return must be made to the entity from which the Software was obtained (whether Grass Valley or a distributor or retailer)

and the original receipt or invoice for the Software must be presented. Upon such return, Customer will receive a refund of the amount paid for the Software. For purposes of this Section 6 the term "**Customer**" shall include authorized end users of the Software who have purchased the Software indirectly through an authorized Grass Valley reseller or distributor as well as direct purchasers of the Software.

**6.2 Delivery and Installation.** "**Delivery**" for purposes of this software license shall mean either (in the sole discretion of Grass Valley) (i) the delivery of a tangible media device to a Customer-designated location or (ii) the transmission of an electronic communication providing the Software to Customer or directing Customer to download the Software or otherwise access it. Upon electronic transmission, the Software is available to Customer and Delivery is achieved. Downloading and installation of the Software are not required elements of Delivery. Customer is responsible for downloading and installation of the Software unless the Software has been pre-installed by Grass Valley on the Hardware Customer is purchasing under the Proposal/Contract or Customer has purchased installation Services with respect to such Software.

**6.3 Rights Granted.** Upon Grass Valley's acceptance of the related Purchase Order from Customer (if the sale is direct) or from Grass Valley's authorized reseller or distributor (if the sale is indirect) in whatever manner Grass Valley chooses in its sole discretion (i.e. email acknowledgment, invoicing, entry of purchase order or related sales order acknowledgement into our purchasing system, provision of tangible media containing the software, downloaded software or software access codes- either prior to or after receipt of purchase order, or other manner of evidencing of acceptance of order), Grass Valley grants to Customer a non-exclusive, non-assignable, personal, non-transferable, non-sublicensable, limited right to use the Software for Customer's internal business operations and solely with respect to the object code form of the Software as provided to Customer and subject to these Terms and Conditions. Customer may not, without Grass Valley's prior written consent, provide or otherwise make available the Software in whole or in part (including program listings, object and source program listings, object code and source code) in any form to any person other than Customer's employees nor permit any third party to use the Software on behalf of or for the benefit of any third party in any way whatsoever (including service bureau applications). Notwithstanding the foregoing, Customer is authorized to use the Software as it relates to providing broadcast services to unaffiliated third parties resulting from a business relationship between such third parties and Customer, where such third parties' primary business association is the use of Customer's products and/or services. If Locations are specified in the Statement of Work, then Customer may not, without Grass Valley's prior written consent, make or permit use of the Software outside of such Locations, or for projects or other work undertaken outside the Locations. Customer may allow its Contractors to exercise the rights granted hereunder on behalf of Customer, but solely for Customer's benefit and provided that: (a) Customer ensures that such Contractors use the Software strictly in accordance with the terms of this Software License; and (b) Contractors are subject to confidentiality obligations substantially similar to Customer's confidentiality obligations herein. Customer shall be fully responsible for any breach of this Software License caused by any of its Contractors or their employees. If Customer's Proposal/Contract does not specify a term, the Software License is perpetual and shall continue unless terminated as otherwise provided in these Terms and Conditions. If the Proposal/Contract specifies a term (of days, weeks, months or years as applicable) such term begins on delivery of tangible media or upon acceptance of the applicable Purchase Order if delivery of tangible media is not required and will automatically terminate at the end of the term. Software Licenses providing for a term may not be transferred from one Customer hardware or Hardware to another. Customer may order trial Software or Grass Valley may include trial Software with Customer's Purchase Order which Customer may use for a trial non-production purpose only. Customer may not use the trial Software to provide or attend third party training on the content and/or functionality of the Software. Customer has 30 days from the delivery date to evaluate trial Software. If Customer decides to use any trial Software after the 30-day trial period, Customer must purchase a Software License from Grass Valley or its authorized distributor or reseller. If Customer decides not to obtain a license for any trial Software after the 30-day trial period, Customer will cease using and will delete any such Software from its computer systems, Customer hardware or Hardware. Software licensed for trial purposes are provided "as is" and Grass Valley does not provide technical support or offer any warranties for these Software licenses. Grass Valley may deliver source code to Customer as part of its standard delivery for particular Software; all source code delivered by Grass Valley

shall be subject to the terms and conditions of a separate written agreement signed by Grass Valley and Customer concerning the source code. Any features for which Customer has not paid the applicable fee (whether it be a perpetual, term/subscription/SAAS or other fee) or any other unenabled features of the Licensed Program are unlicensed and Customer agrees not to use or access such features.

#### **6.4 Licensing and Use Rules and Restrictions for Grass Valley Software.**

Customer is responsible for understanding the applicable rules and restrictions relative to the type of Software license purchased as identified in the Proposal/Contract or Documentation and complying with the licensing and use rules and restrictions as applicable as set forth below or in the Documentation:

**6.4.1** For Stand Alone Software (not including EDIUS® SDK Software), the right to install the Software is limited to installation on compatible equipment as directed by Grass Valley and the Software may only be executed in accordance with and as permitted by the Documentation on: (i) a single workstation (but not a server) computer with one central processing unit and only for use by a single user, (ii) on such other type and number of computers and for such other number of CPUs and/or users as may be set forth in the applicable Proposal/Contract, (iii) on a server class machine or (iv) as otherwise authorized in the Documentation for the purchased Software or in writing by Grass Valley.

**6.4.2** For Embedded Software, the right to execute the Software is limited in that it may only be executed in accordance with the Documentation only as part of or in connection with such Hardware as provided to Customer under these Terms and Conditions, or as otherwise authorized in writing by Grass Valley.

**6.4.3** For EDIUS® SDK Software as well as other Grass Valley software development product offerings, Customer's right to use shall be subject to Grass Valley's applicable separate software development license terms and conditions available at Grass Valley's website or otherwise provided by Grass Valley.

**6.4.4** For licenses identified as "client" or "user" licenses in the Proposal/Contract, Customer shall have the right to install and execute client versions of the Software on the appropriate devices purchased from Grass Valley or otherwise approved by Grass Valley and may transfer the clients from one Customer device to another using the Software's "check out" and "check in" function, provided that the total number of clients in use by Customer does not exceed the total number of clients set forth in the applicable Proposal/Contract. The foregoing does not permit and Customer may not transfer the Software, even by way of indirect transfer such as a consignment or sublicense to any other end user. Customer will only install or execute the number or level and functionality of clients set forth in the Proposal/Contract.

**6.4.5** For licenses identified as "encoding" licenses in the Proposal/Contract, or if the Software includes a proxy encoder, Customer shall have the right to code and un-code video files, only in accordance with the Documentation, these Terms and Conditions and the Proposal/Contract.

**6.4.6** For licenses identified as "archive" licenses in the Proposal/Contract or if the Software or Hardware contains video file storage or archive functionality, all clients will be able to "read" archived video material, but only specifically authorized clients will be permitted to "write" video files to the archive. Customer acknowledges and agrees that there may be limits to the amount of archive storage available, depending on the Products specified in the Proposal/Contract. Grass Valley archive licenses are specifically limited to the Software allowing access to the archive library and do not permit use of the third-party archive library. Prior to use of the third-party archive library, Customer represents and warrants to Grass Valley that it shall first obtain a license from the third party archive licensor.

**6.4.7** For Software licenses specifying a term or time based fee payment (whether sold as a "Software as a Service" or "SAAS License", a "Subscription License", a "Term License", "SPO license", or any other timed license), unless otherwise provided in a separate Software as a Service Agreement ("SAAS Agreement") or in a Subscription Agreement between Grass Valley and Customer, in addition to the restrictions set forth in this Section 6, the following restrictions apply: (i) such license will automatically

expire at the end of the term; (ii) Customer agrees that at the end of the specified term Customer shall destroy the Software (if received on a tangible medium) together with all copies, and merged or combined portions thereof in any form and certify such destruction in writing upon the request of Grass Valley, and (iii) notwithstanding other provisions in these Terms and Conditions, Customer shall not be entitled to Updates or Upgrades, or the use thereof, under an active applicable Support Agreement if the license term has expired. Grass Valley reserves the right to terminate the licenses immediately for failure to timely pay the applicable license fee. Notwithstanding the foregoing, (i) for GV Guardian Subscription Licenses, the term of any Subscription shall commence on the start date set forth in the applicable Proposal/Contract and shall continue for the duration specified therein and (ii) for GV Pace Subscription Licenses, the term of any Subscription shall commence on the start date set forth in the applicable Proposal/Contract and shall continue for a period of twelve (12) months (each, the "Initial Subscription Term"). If no Subscription start date is specified on the applicable Proposal/Contract, the start date of the Initial Subscription Term shall be the date on which the GV Guardian and/or the GV Pace Software is made available to the Customer. Thereafter, the Subscription shall automatically renew for GV Guardian for additional periods of 12 months each and for GV Pace on a month-to-month basis (each, a "Renewal Term") unless either Party provides written notice of non-renewal to the other Party no less than (i) thirty (30) calendar days prior to the expiration of the then-current term for GV Guardian and (ii) ninety (90) calendar days prior to the expiration of the then-current term for GV Pace. Unless otherwise specified on the applicable Proposal/Contract, the Subscription fee for any Renewal Term shall be Grass Valley's then-current Subscription rates. In addition to the restrictions set forth in Section 6, the following restrictions apply to the Subscription: (i) Customer agrees that upon expiration or termination of the Subscription, Customer shall destroy the GV Guardian Software (if received on a tangible medium) together with all copies, and merged or combined portions thereof in any form and certify such destruction in writing upon the request of Grass Valley, and (ii) notwithstanding other provisions in Grass Valley's Global Terms and Conditions of Sale, Customer shall not be entitled to Updates or Upgrades, or the use thereof, under an active applicable Support Agreement if the Subscription is expired or terminated. Subscription fees are invoiced annually in advance, although Grass Valley may agree that Customer pay monthly in advance. Grass Valley reserves the right to terminate the Subscription immediately for failure to timely pay the applicable Subscription fee. The Subscription fee shall be as provided in the applicable Proposal/Contract. The Subscription shall include GV Prime or GV Prime Plus Support, as applicable, as defined in Grass Valley's Global Terms and Conditions of Sale, with the exception of any support terms applicable to Hardware.

**6.4.8** Subscription Licenses purchased as part of a Grass Valley offering may be purchased on a monthly or annual basis as set forth in the applicable Proposal. STRATUS Payout Software shall be purchased with a Densité SSP (solid state payout) Hardware card. Each Densité Hardware card requires an active Subscription License or SPO license. The applicable fees for the applicable licenses are set forth in the applicable Proposal. Fees for the Densité Hardware may be discounted at the time of purchase in Grass Valley's discretion depending upon the length of the term of the subscription license. In the event Customer purchases a Subscription License for a specified term and terminates prior to the end of the term agreed to in the Proposal, Grass Valley may charge the Customer a termination fee up to and including the difference between the standard Densité Hardware list price charged at the time of the initial purchase and the discounted price quoted in the Proposal. Unless earlier terminated, STRATUS Payout Software licenses (SSP) shall automatically renew for additional periods of 12 months each (each, a "Renewal Term") unless either Party provides written notice of non-renewal to the other Party no less than thirty (30) calendar days prior to the expiration of the then-current term. Unless otherwise specified on the applicable Proposal/Contract, the applicable fee for any Renewal Term shall be Grass Valley's then-current license fees. Grass Valley reserves the right to terminate the Subscription License immediately for failure to timely pay the applicable fee. If the Customer terminates the Subscription during a Renewal Term, Grass Valley may charge the Customer a fee for usage up to and including the termination date. Other program restrictions outlined in Grass Valley documentation and/or in the Proposal at the time of purchase shall apply. The foregoing shall apply unless otherwise provided in a separate SAAS Agreement or Subscription Agreement between Grass Valley and Customer.

**6.4.9** Licenses identified at the time of purchase as “Channel” licenses are term licenses and are only valid for the purchased time period. Other program restrictions outlined in Grass Valley Documentation and/or in the Proposal at the time of purchase shall apply.

**6.4.10** Unless otherwise provided in a separate SAAS Agreement between Grass Valley and Customer, Subscription Licenses purchased in connection with any Grass Valley multi-tenant cloud based offering (i.e. STRATUS Playout Software, ITX, Momentum, Morpheus related Subscription licenses, GV Convergent, etc.) as may be outlined in the Documentation shall be Updated and Upgraded in Grass Valley’s discretion and all Updates or Upgrades shall be implemented and deployed at Grass Valley’s discretion. Customer may not opt out of an Update or Upgrade.

**6.4.11** Notwithstanding the foregoing, Grass Valley’s Software as a Service Terms and Conditions available at Grass Valley’s website at: [http://www.grassvalley.com/about/terms\\_conditions](http://www.grassvalley.com/about/terms_conditions) shall apply to Grass Valley’s AMPP cloud-based Software as a Service.

**6.4.12** The right to use Product related Protocols or APIs, shall be subject to Grass Valley’s applicable Protocol and API License terms and conditions available at Grass Valley’s website or provided by Grass Valley.

**6.4.13** Customer shall not copy the Software except where such copy is created as an essential step in, and is necessitated by, or constitutes a back-up copy necessary for, the ordinary execution and running of the Software as expressly permitted hereunder. Customer undertakes to maintain accurate and up-to-date records of the number and locations of all copies of the Software (and the number of software keys as detailed on the Statement of Work). Such copies and the tangible media on which they are stored, if applicable, remain the property of Grass Valley, and Customer will ensure that all such copies bear Grass Valley’s or its licensor’s proprietary notices and any other copyright or other notice and no such notices are modified or delayed in any way. The provisions of this Agreement will apply to such copies in the same manner as they apply to the Software. No copies may be made of the Software without Grass Valley’s prior written consent.

**6.4.14** Customer shall not use the Software or any copy, portion, extract or derivative thereof except as expressly authorized herein. Customer shall not, and shall not assist, enable or otherwise permit or allow any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, Documentations, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, encumber, lend, loan, lease, sell, distribute, or sublicense, or otherwise transfer rights to the Software or Documentation (d) permit the whole or any part of the Software to be combined with or become incorporated in any other computer programs, (e) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, and (f) circumvent or attempt to circumvent any technological protective measure contained in or supported by the Software or any copy, portion, extract or derivative thereof. In addition, Customer shall not provide, disclose, display or otherwise make available the Software or any copy, portion, extract or derivative thereof, or permit use of any of the foregoing by or for the benefit of any third party (including, without limitation, on a hosting, service bureau, file-sharing, time-sharing or subscription service basis). The Software is licensed, as set forth herein, as a single product and Customer shall not separate the Software, nor use any component parts thereof other than as part of the Software as and in the form provided to Customer under these Terms and Conditions.

**6.4.15** In the event that Customer has to ensure interoperability of the Software with its computer environment and only to the extent required by mandatory provisions of applicable law, these Terms and Conditions shall not preclude Customer from (a) reproducing software code within the Software and translating its form, provided that (i) such acts are performed by Customer and are indispensable to obtain the information necessary to achieve interoperability of an independently created computer Software with other software, (ii) the information necessary to achieve interoperability has not previously been readily available to Customer, (iii) Customer has requested in advance in writing that Grass Valley make such information available to Customer and Grass Valley has not done so within reasonable

time, and (iv) these acts are confined to the parts of the software code within the Software which are necessary to achieve interoperability; and (b) observing, studying, or testing the functioning of the Software in order to determine the ideas and principles which underlie any element thereof, provided Customer does so in the ordinary execution and running of the Software as expressly permitted hereunder. In no event may Customer (x) use any information obtained for any purpose other than to achieve the interoperability of the independently created computer Software, (y) provide or disclose such information to others, except to the extent necessary for the interoperability of the independently created computer Software, or (z) use such information in the development, production or marketing of a computer Software substantially similar to the Software. No license or right is granted hereunder, whether express, by implication, or otherwise, with respect to any information obtained pursuant to this Section or its use.

**6.4.16** If the Software was provided subject to an activation or authorization procedure, or requires a validation key, Customer may not use the Software, and shall have no rights to use the Software under these Terms and Conditions, unless the Software has been properly activated or authorized, or such validation key has been properly obtained and applied, in accordance with the applicable procedures.

**6.4.17** If the Software or Hardware includes high resolution media access tools, Customer will abide by the number and type of such media access tools set forth in the Proposal/Contract.

**6.4.18** If Customer purchased maintenance and support services (“**Support**”) from Grass Valley as evidenced by applicable purchase records, and subject to Customer’s payment of all applicable fees to Grass Valley, Grass Valley shall provide Support to Customer in accordance with Grass Valley’s then-current support policy and Grass Valley’s then current Support Agreement (and subject to all other terms and conditions of this Agreement) or as otherwise agreed by Grass Valley and Customer in writing. If the Customer does not purchase Support, the Grass Valley does not provide Support or any other type of support services.

**6.5 Third Party Software.** Customer 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 Software, (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 or different terms and conditions (“**Third Party License Terms**”) to which Customer hereby agrees. The text of any Third Party License Terms may be provided either with the Documentation accompanying the Software (including any “help,” “about,” “readme” or similar files contained in the Software) or at Grass Valley’s website at [http://www.grassvalley.com/about/terms\\_conditions](http://www.grassvalley.com/about/terms_conditions) or is accessible by Customer at run time level and before installation of the Software, and/or is available upon request. Where applicable the source code for such open source software may be available on Grass Valley’s website, currently at [http://www.grassvalley.com/about/terms\\_conditions](http://www.grassvalley.com/about/terms_conditions) (or such other website as Grass Valley may designate from time to time). Specific EULA terms apply to products containing Microsoft Windows Embedded Systems which are licensed only if accompanied by the applicable Certificate of Authenticity and the Microsoft EULA terms embedded or included within it. In the event of a conflict between these terms and the terms of the Microsoft EULA, the Microsoft EULA shall take precedence over these terms in relation to the Microsoft software and Microsoft products contained in an Appliance. The EULA terms applicable to Microsoft Windows Embedded Systems allow use or access to “desktop functions” only with the Appliance and subject to the terms of the Microsoft EULA. “Desktop functions” are consumer or business tasks or processes performed by a computer or computing device, including but not limited to email, word processing, spreadsheets, database, network / internet browsing and scheduling.

**6.6 Data.** Customer’s use of the Software may result in the generation of certain information and data, which may include information concerning or specific to Customer’s use of the Software (collectively “**Data**”). Customer hereby agrees to grant Grass Valley access to such Data, and to permit Grass Valley to use, transfer, and otherwise process such Data, as may be reasonably necessary for Grass Valley to provide services in connection with the Software or verify that Customer’s use of the Software is in accordance with the terms and conditions of the Software license.

**6.7 Acknowledgment.** Customer acknowledges that: a) software in general is not error-free, such errors may not be corrected and the existence of such errors would not constitute a breach of this Agreement; b) the Software has been designed to operate only in conjunction with certain software and/or operating Products, as contemplated in the Documentation or as may be notified by Grass Valley to Customer in writing from time to time; c) Customer accepts responsibility for the interoperability of the Software with equipment and software not provided by Grass Valley or not contemplated in the Documentation; d) Customer accepts responsibility for the selection of the Software to achieve its requirements or intended results; e) no oral or written information or advice provided by Grass Valley, its employees, agents or other representatives will create a warranty or expand the limited Grass Valley warranty provided herein and/or in the Documentation; f) Customer is solely responsible for creating, on a regular basis, and maintaining adequate backup copies of all of its data which is processed by, or relevant to, the Software.

**6.8 Verification.** Upon two (2) business days' prior notice from Grass Valley, Customer will permit Grass Valley (and/or its authorized representatives bound by confidentiality towards Grass Valley) to enter onto Customer's premises or any other premises where the Software is installed, in order to verify Customer's compliance with the terms and conditions of the license hereby granted. Notwithstanding any provisions of this paragraph, it is understood and agreed that Customer will not provide Grass Valley access to any client or other confidential data of Customer.

**6.9 No Viruses.** Grass Valley will use commercially reasonable efforts to verify that upon delivery to Customer, the Software does not contain any of the most commonly known Viruses. However, Customer is solely responsible for virus scanning the Software and Grass Valley does not provide any warranty that the Software will be free from any form of viruses.

**6.10 Updates.** Grass Valley may from time to time make available Updates and Upgrades and may provide such Updates and Upgrades to Customer but is under no obligation to do so. The provision by Grass Valley to Customer of any Update or Upgrade shall be subject to all terms and conditions of this Agreement and shall terminate upon termination of this Agreement. The provision of any Update or Upgrade may not be interpreted as creating any obligation for Grass Valley to continue, for any period of time, maintaining, updating, upgrading or providing support in respect of any Product or any prior version of any Product. Customer acknowledges that a Product will not automatically include, or provide a right to receive, any and all options or modules relating to such Product and such options and modules are or may be subject to additional fees.

#### **6.11 Software License Termination.**

**6.11.1** Customer may terminate the Software license at any time upon written notice to Grass Valley.

**6.11.2** Grass Valley may immediately terminate the Software license if Customer breaches these Terms and Conditions and such breach is not cured within thirty (30) days' notice thereof, including, without limitation, any failure to pay fees when due or any unauthorized use or disclosure of the Software or any copy, portion, extract or derivative thereof or of any other Confidential Information. If the Software has been provided to Customer for trial use or otherwise for a specific time period (including any time-out, key or similar mechanism), the Software license shall immediately terminate upon expiration of such time period. Grass Valley may also terminate the Software license upon written notice to Customer if Customer (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, or (d) dissolves or fails or ceases to continue business in the ordinary course.

**6.11.3** Upon termination of the Software license, all rights granted to Customer hereunder shall immediately terminate, and Customer shall immediately discontinue any use of the Software and, at Grass Valley's option, either return to Grass Valley or destroy the Software and any and all copies, portions, extracts and derivatives thereof and all related media and other materials and Confidential Information in Customer's possession or under its control and certify the completeness of such return or destruction.

**6.11.4** Any section that by its nature should survive expiration or termination of the license shall remain in effect after expiration or termination of the license. Without limitation of the generality of the foregoing, termination shall not affect Customer's obligation to pay any fees.

## **7. CONFIDENTIALITY**

Each party acknowledges that during the term of the Proposal/Contract, each party and its Representatives (as defined herein) may be exposed to information of a confidential or proprietary nature which is either marked as confidential or provided under circumstances reasonably indicating it is ("**Confidential Information**"). Each party agrees to (i) hold such Confidential Information in confidence using the same degree of care normally used to protect its own proprietary and/or confidential information within its own organization, but not less than a reasonable degree of care; (ii) use such Confidential Information only for the purpose of performing under these Terms and Conditions and for no other purposes; (iii) restrict disclosure of such Confidential Information solely to its Representatives with a need to know in connection with the performance of the applicable Proposal/Contract (and provided that such persons are advised of the obligations assumed herein and are bound by obligations of confidentiality and non-use to protect the disclosing party's rights and interest hereunder), and (iv) shall not disclose such Confidential Information to any third party that is not a Representative of receiving party, without prior written approval of the disclosing party. "**Representative(s)**" of a party means that party's (and such party's Affiliates') directors, officers, partners, employees, contractors, consultants, agents, advisors, attorneys, potential financing sources, and potential joint venturers. The foregoing restrictions on the use and/or disclosure of Confidential Information shall not apply to any portion of the Confidential Information: (i) that is independently developed by the receiving party without any use of the disclosing party's Confidential Information (ii) that is publicly known at the time of disclosure or which thereafter becomes publicly known through no wrongful act of the receiving party as of the date such information becomes publicly known, (iii) that at the time of disclosure to the receiving party was known to such party free of restriction; or (iv) that the disclosing party agrees in writing is free of such restrictions. Notwithstanding anything to the contrary in these Terms and Conditions, the restrictions on the use or disclosure of Confidential Information shall expire five (5) years after termination or expiration of the Proposal/Contract term. Obligations with respect to any trade secret shall survive for as long as such Confidential Information is considered a trade secret under the Uniform Trade Secrets Act (UTSA). Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law. If the receiving party is required by law or by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to disclose any Confidential Information, to the extent permitted by applicable law such party will provide the disclosing party with prompt, prior written notice of such request or requirement so that the disclosing party may seek an appropriate protective order and/or the receiving party's compliance with the provisions of this Agreement. In no event shall these Terms and Conditions be construed to prohibit and Grass Valley shall be entitled to use or develop for any purpose, including without limitation, use in development, manufacture, promotion, sale and maintenance of its own or its customers' products and services any information which may be retained as general, non-party specific, know-how, ideas, processes or expertise in the unaided memories of its personnel.

## **8. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**8.1** Subject to the limitation on liability in Section 8.4, Grass Valley, at its own expense, shall defend any suit brought against Customer insofar as it is based upon a claim that one or more of the Products, as and in the form provided by Grass Valley and in the territory where such Product is installed, directly infringe any third party's copyright, and shall indemnify Customer against any final award of damages or costs by a court of competent jurisdiction in any such suit that are attributable to such claim or will pay the part of any settlement that is attributable to such claim. This indemnity is conditional upon (i) Customer giving Grass Valley prompt notice in writing of any suit for such infringement, and full assistance and cooperation in the defense, including all documents and information reasonably requested by Grass Valley, and (ii) Grass Valley, at its option, having sole control and authority over such claim and the defense and any settlement thereof.

**8.2** In its defense or settlement of any claim, Grass Valley at its own election and expense may (i) procure for Customer the right to continue using the Product or any infringing part thereof, (ii) modify such Product or any

infringing part thereof so as to become non-infringing, (iii) replace the Product or any infringing part of the same with other software or hardware, as the case may be, of substantially similar capability or (iv) provide Customer an opportunity to return the Product for a refund of the depreciated purchase price provided that the Customer shall thereafter cease using the Product. The depreciation will be calculated at a rate of twenty-five percent (25%) per year on a straight-line basis.

**8.3** Grass Valley and its Affiliates shall have no obligation and liability if the action or claim for infringement is due to (i) a Product designed, manufactured, or modified to the requirements of Customer, (ii) Customer's use of the Product in combination with other equipment or software other than the equipment and/or software with which the Product was intended to be used; (iii) Customer's modification of the Product without Grass Valley's prior written consent; (iv) the use of third party software, (v) the use of Open Source software, (vi) any unauthorized use of the Product by Customer or any third party, (vii) use of the Product, other than the most recent version of the Product with all Updates, if such infringement or misappropriation would have been avoided by the use of the most recent version with all Updates and such Updates were made available to Customer; or (viii) use of the Product after notice of the alleged or actual infringement, from Grass Valley or any appropriate authority.

**8.4** IN NO EVENT SHALL GRASS VALLEY AND/OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THEIR SALE, DELIVERY, INSTALLATION, WARRANTY, MAINTENANCE, OPERATION, PERFORMANCE OR USE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, BUSINESS OR GOODWILL, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS, DIMINUTION OF VALUE, LOST REVENUES, INCOME OR PROFITS, COSTS OF CAPITAL, DAMAGE TO ASSOCIATED PRODUCTS OR EQUIPMENT OR TO FACILITIES, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, COSTS ASSOCIATED WITH DOWN TIME, COSTS OF REPLACEMENT POWER, AND ANY SIMILAR OR DISSIMILAR LOSSES, COSTS OR DAMAGES. FURTHERMORE, GRASS VALLEY AND ITS AFFILIATES' LIABILITY TO CUSTOMER FOR ANY CLAIM OR RECOVERY OF ANY KIND HEREUNDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS OR FEES PAID FOR SERVICES WITH RESPECT TO WHICH SUCH A CLAIM OR RECOVERY IS MADE. THIS LIMITATION SHALL NOT APPLY TO LIABILITY THAT BY LAW CANNOT BE SO RESTRICTED.

**8.5** THE FOREGOING SECTIONS SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, AND GRASS VALLEY'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY, WITH RESPECT TO CUSTOMER, ANY PURCHASE ORDER, THE PURCHASE, SALE AND USE OF ANY PRODUCTS AND/OR SERVICES AND ANY ACTUAL OR ALLEGED INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY.

## 9 WARRANTY

### 9.1 Standard Limited Warranty for Hardware

**9.1.1 Warranty for Hardware.** Grass Valley warrants to Customer that Hardware will be free from material defects in materials and workmanship under normal authorized use consistent with the Technical Hardware Specifications for a period of twelve (12) months from the date of shipment from factory (the "**Hardware Warranty Period**"). If any such Hardware proves defective under the foregoing warranty during the Hardware Warranty Period, Grass Valley will repair the defective Hardware without charge for parts and labor Hardware, replacement Products, parts and components may include materials that are reconditioned.

**9.1.2 Hardware Return Procedures.** In order to obtain service under this Standard Limited Warranty for Hardware, Customer must notify Grass Valley of the alleged defect before the expiration of the Hardware Warranty Period by contacting the Customer Service Call Center as set forth below under "**Product Support**". Upon notification, Grass Valley will exercise reasonable commercial efforts to confirm the alleged defect and to determine whether the defect is the result of a Hardware failure. If the

Hardware defect is confirmed, Grass Valley will issue Customer a Return Materials Authorization (RMA) number for return of the defective Hardware. Customer shall be responsible for properly packaging and shipping the defective Hardware to the service center designated by Grass Valley, and shall be responsible for all shipping charges and applicable duties and taxes. Customer shall bear the risk of loss or damage while the defective Hardware is in transit from Customer to Grass Valley. Upon receipt of Customer's defective Hardware, Grass Valley will at its option either repair or replace the defective Hardware. Grass Valley shall be responsible for all shipping charges and applicable duties and taxes for shipping the repaired or replacement Hardware to Customer. Grass Valley shall bear the risk of loss or damage occurring while the repaired or replacement Hardware is in transit from Grass Valley to Customer.

**9.1.3** If, however, Grass Valley reasonably determines that the allegedly defective Hardware is functional and in compliance with the product instructions, that the allegedly defective Hardware is not covered by the terms of the warranty provided hereunder, or that the warranty claim is made after the expiration of the Hardware Warranty Period, then Grass Valley reserves the right to charge Customer for problem diagnosis at Grass Valley's then current rates and all shipping charges, duties, and taxes to return the original Hardware to Customer.

**9.1.4** Replacement Products, parts and components provided pursuant to this Standard Limited Warranty for Hardware are warranted to be free from defects in materials and workmanship under normal authorized use consistent with the product instructions for a period ninety (90) days from shipment of the part or component, or the remainder of the original Hardware Warranty Period, whichever is longer.

### 9.2 Standard Limited Warranty for Standalone Software and Application Software provided with IT Hardware.

**9.2.1 Warranty for Standalone Software and Application Software provided with IT Hardware.** Grass Valley warrants to Customer that for a period of twelve (12) months following the date of shipment from the factory (the "**Standalone Software and/or Application Software provided with IT Hardware Warranty Period**") : (i) the tangible media on which the Standalone Software or Application Software is furnished, if applicable, will be free of material defects in materials and workmanship under normal use; (ii) the Standalone Software or Application Software conforms to its published Specifications, if any; (iii) in no event does Grass Valley warrant that the Standalone Software or Application Software is error free or that the Customer will be able to operate the Standalone or Application Software without problems or interruptions.

**9.2.2** In order to exercise rights under the above warranty Customer shall provide to Grass Valley within the applicable warranty period (i) written notice setting forth in detail the defect in the Standalone or Application Software, and (ii) proof of purchase of the Standalone or Application Software. If any such Standalone or Application Software is defective under the above warranty, Grass Valley shall, in its sole discretion, replace the Standalone or Application Software or repair such Software through a Software Update otherwise commercially released and generally made available by Grass Valley. If Grass Valley determines, in its sole discretion, that it is unable to repair through an Update or replace the Software, Grass Valley will refund to Customer the fees paid to Grass Valley for the affected Standalone or Application Software and such refund shall be Customer's sole and exclusive remedy in respect of any defective Standalone or Application Software.

**9.2.3** During the Standalone Software and Application Software provided with IT Hardware Warranty Period, Customer is eligible to download Updates (as defined herein) commercially released and generally made available by Grass Valley, but Customer is not eligible to download Upgrades (as defined herein) unless Customer has separately purchased from Grass Valley the appropriate Support Agreement allowing for the same. After such Warranty Period, Customer is not eligible to download either Updates or Upgrades unless, in each case, Customer has separately purchased from Grass Valley the appropriate Support Agreement allowing for the same. For purposes of this warranty, for Customer convenience, Grass Valley may provide a list of software and/or hardware requirements for satisfactory operation of its Updates or Upgrades. Nothing stated herein, entitles Customer to free integration services, or to free hardware or software products or improvements (whether from Grass Valley or a third party

manufacturer) which may be required for the satisfactory operation of any related Update or Upgrade. Such services or improvements, if available, may be purchased separately for the applicable fee. Notwithstanding the foregoing, if the license is a term license as described in Section 6.4.7 hereof, Customer is not entitled to Updates or Upgrades beyond the term of the license.

### **9.3 Standard Limited Warranty for Embedded Software.**

**9.3.1 Warranty for Embedded Software.** Grass Valley warrants to Customer that for a period of twelve (12) months following the date of shipment from the factory (the **"Embedded Software Warranty Period"**): (i) the tangible media on which the Embedded Software is furnished, if applicable, will be free of material defects in materials and workmanship under normal use; (ii) the Embedded Software conforms to its published Specifications, if any; (iii) in no event does Grass Valley warrant that the Embedded Software is error free or that the Customer will be able to operate the Embedded Software without problems or interruptions.

**9.3.2** In order to exercise rights under the above warranty Customer shall provide to Grass Valley within the applicable warranty period (i) written notice setting forth in detail the defect in the Embedded Software, and (ii) proof of purchase of the Hardware containing the Embedded Software. If any Embedded Software is defective under the above warranty, Grass Valley shall, in its sole discretion, replace the Embedded Software or repair the Embedded Software through an Update otherwise commercially released and generally made available by Grass Valley. If Grass Valley determines, in its sole discretion, that it is unable to repair through an Update or replace the Embedded Software, Grass Valley will refund to Customer the fees paid to Grass Valley for the affected Hardware in which the Software is Embedded.

**9.3.3** For Embedded Software, Customer is entitled to Updates only but not Upgrades during the Warranty Period.

**9.4 Warranty Support.** During the applicable warranty period, and except as provided below, Customer Service Call Centers are available 24 hours a day, 7 days a week for purposes of logging calls only. Customers may access technical phone support during the applicable Software Warranty Period or Hardware Warranty Period by calling the Customer Service Call Center at the applicable number available on Grass Valley's website during normal business hours (8 A.M. to 5 P.M. local time, Monday through Friday, excluding Grass Valley holidays). During business hours, Grass Valley will exercise reasonable commercial efforts to respond to Customer calls. Notwithstanding the foregoing, technical phone support and After-Hours support are not provided by Grass Valley under standard warranty in connection with the purchase of Grass Valley's EDIUS® or ProCoder® lines of Products. Support for these products is provided via email or the world-wide web and technical phone support is provided solely at the discretion of Grass Valley.

### **9.5 Other Warranties.**

#### **9.5.1 "Previously Enjoyed, B-Stock or Demo" Warranty.**

**9.5.1.1 "Previously Enjoyed, B-Stock or Demo" Product.** Previously Enjoyed, B-Stock or Demo Product means product identified as such in the Proposal and may include Hardware, Software or any combination thereof. For such Product, Grass Valley hereby discloses that at the time of shipment, the Product: (i) may have been previously owned, (ii) may have been previously used for demonstration or other purposes, (iii) may have been reconditioned prior to sale and (iv) may contain blemishes or other minor defects at the time of shipment. Grass Valley sells such Product "as is" in the same cosmetic condition as at the time of sale. Subject to the foregoing disclosures, Grass Valley provides a limited warranty that the Software upon delivery will be at the then current Grass Valley Update version level, and the Hardware will be operational for a period or twelve (12) months from the date of shipment but may contain minor defects consistent with normal wear and tear of prior usage. If any Hardware for such Product proves defective under the foregoing warranty during such Warranty Period, Grass Valley, at its option, will repair the defective Hardware without charge for parts and labor, or will provide a similar replacement in exchange for return of the defective Product. The Software will receive Grass Valley's standard twelve (12) months warranty and any third-party software is not warranted whatsoever.

#### **9.5.2 "Used" Warranty.**

**9.5.2.1 "Used" Product** means Product sold to Customer as "Used" and may include Hardware, Embedded Software or any combination thereof. Stand-alone Software shall not be sold as "Used". For any product sold as "Used", Grass Valley hereby discloses that at the time of shipment such "Used" Product: (i) may have been previously owned or used, (ii) may not be at the then current product Update version level for such Product, (iii) may have major cosmetic blemishes, and (iv) has not been tested to meet current new product standards.

ANY PRODUCT SOLD AS "USED" IS SOLD "AS IS" AND "WITH ALL FAULTS". GRASS VALLEY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OTHER THAN THOSE SET FORTH IN THIS SECTION.

**9.6 Warranty Exclusions.** In order to obtain service under the applicable warranty above, Customer must notify Grass Valley of the defect before the expiration of the applicable warranty period and make suitable arrangements for the performance of service. Customer shall be responsible for packaging and shipping the defective Product to the service center designated by Grass Valley, with shipping charges prepaid. Grass Valley shall pay for the return of the Product to Customer. The above warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care.

The warranties do not extend to any defect, failure or damage caused by (i) use of the Products in violation of the license granted by Grass Valley or in a manner inconsistent with the Product instructions; (ii) use of non-Grass Valley furnished equipment, software, or facilities with Products; (iii) failure to follow installation, operation, maintenance or care instructions; (iv) failure to permit Grass Valley timely access, remote or otherwise, to Products; (v) failure to implement all new Updates to Software to the extent such Updates are made available to Customer; or (vi) virus or malware that comes into contact with the Product after the date of shipment. Grass Valley shall not be obligated, in any event, to reimburse Customer for service provided by personnel other than Grass Valley representatives or to furnish service under the applicable warranty: (a) to repair damage resulting from attempts by personnel other than Grass Valley representatives to install, repair or service the Product; (b) to repair damage resulting from improper use or connection to incompatible equipment; or (c) to service a Product that has been modified or integrated with other products without Grass Valley's written approval. It is expressly understood and agreed that the Products will be maintained at operational condition, taking into account its age and normal wear and tear and nothing herein obligates Grass Valley to maintain the Products in new or like new condition. Grass Valley does not guarantee backwards compatibility of Updates and/or Upgrades with respect to all prior Product versions. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. GRASS VALLEY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR GRASS VALLEY SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. GRASS VALLEY'S RESPONSIBILITY TO REPAIR OR REPLACE DEFECTIVE HARDWARE OR SOFTWARE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF STANDARD LIMITED WARRANTY FOR HARDWARE OR SOFTWARE. GRASS VALLEY DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED.

**9.7 Third Party Products.** Notwithstanding anything in this policy to the contrary, Grass Valley provides third party products (including hardware and software) on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND unless Grass Valley specifies otherwise. However, such third-party products may carry their own warranties and Grass Valley shall pass through to Customer any such warranties to the extent authorized. Exercise of such warranty shall be directly between Customer and the third-party provider.

## **10 PROFESSIONAL SERVICES**

**10.1** The applicable Statement of Work ("**SOW**"), if any, for any purchased Grass Valley standard professional services offerings may be available at Grass Valley's website currently at



[http://www.grassvalley.com/about/terms\\_conditions](http://www.grassvalley.com/about/terms_conditions) (or such other website as Grass Valley may designate from time to time) and is incorporated herein by reference. All other SOWs shall be incorporated herein and: (i) attached to the Proposal/Contract and shall be binding upon the acceptance of a Purchase Order from Customer by Grass Valley or (ii) shall be delivered to Customer and shall be binding when signed by the parties. All Services provided by Grass Valley shall be governed by the Proposal/Contract including these Terms and Conditions and the applicable Statement of Work, unless the parties expressly agree otherwise in a writing signed by both parties. Each Statement of Work shall contain a description of the Services and Deliverables, if any, to be provided by Grass Valley, any Customer pre-requisites and any assumptions, on which Grass Valley will rely ("**Assumptions**"). Customer will provide Grass Valley with the Customer pre-requisites and with such information or assistance reasonably necessary to facilitate the proper and timely performance by Grass Valley of the Services ("**Customer Pre-requisites**"). Grass Valley shall have no obligation to perform any Services unless and until the Customer has duly performed, satisfied or completed, in Grass Valley's reasonable discretion, each of the Customer Pre-Requisites. Specific Customer requirements, if any, may be set forth in the SOW or in a schedule to be attached and incorporated by reference into the SOW and signed by both parties. Grass Valley shall not be liable for the performance of Services not duly specified in a Statement of Work.

**10.2** Customer may request, or Grass Valley may propose that Grass Valley implement a change to the Services to be performed (or the location where the Services are to be performed or the fees for the Services to be performed) under an applicable SOW that may require an extension in the schedule, an adjustment in the fees and expenses and/or an adjustment in the work Grass Valley is to perform (each, a "**Change**"). A Change to the SOW is required if any of the following occurs: (a) Customer fails to timely provide a Customer Pre-requisite; (b) there is a material change to or deficiency in any of the information Customer has supplied to Grass Valley; (c) an Assumption is incorrect; (d) an unanticipated event that materially changes the service needs or requirements of Customer; or (e) out of scope work is required. Grass Valley will prepare and provide to Customer a change order proposal ("**Change Order**") identifying the impact and setting forth any applicable adjustments in the Services, Deliverables, schedule and/or fees and expenses, including the cost of preparing the Change Order. Customer will sign or reject each Change Order within five (5) working days and if Customer fails to sign or reject the Change Order within such timeframe, Grass Valley shall proceed with the Services without incorporating the changes and shall not be liable for any delays to the project schedule resulting from the failure to incorporate the Change. Customer shall issue a Purchase Order on acceptance of a Change Order.

**10.3** Grass Valley shall perform the Services in a professional manner consistent with prevailing industry standards. Grass Valley shall have no obligation to perform any Services unless and until Customer has: (i) tendered payment as required by the Proposal/Contract; (ii) issued a Purchase Order acceptable to Grass Valley for the Services, and (iii) completed each of the Customer Pre-Requisites, if any, specified in the applicable SOW.

**10.4** Unless otherwise specified in the SOW or Proposal/Contract, Grass Valley shall supply all materials, equipment, and qualified personnel necessary to perform its obligations under any applicable Statement of Work. Grass Valley may use subcontractors or consultants to perform any of the Services as it deems appropriate, within its sole discretion. Customer and Grass Valley acknowledge and agree that the failure of either party to perform in a timely manner the tasks and obligations assigned to it under a Statement of Work may result in a corresponding delay in the completion of a Service or Deliverable.

**10.5** Grass Valley will charge Customer the fees for the Services on a fixed price basis as set forth in the applicable Grass Valley Proposal/Contract together with any expenses it incurs in providing the Services to Customer. Charges for expenses incurred by Grass Valley shall be a flat fee as set forth in the applicable Grass Valley Proposal/Contract, unless other treatment of expenses is agreed to in the Proposal/Contract or in writing signed by the parties. Where no expenses are set forth in the Proposal/Contract or other document signed by the parties, Grass Valley reserves the right to invoice Customer for actual expenses incurred in providing the Services. Payment terms shall be Grass Valley's standard payment terms under Section 2 of these Terms and Conditions, unless other payment terms are agreed to in the Proposal/Contract or in writing

signed by the parties. Unless otherwise specified in an applicable SOW, Customer will provide to Grass Valley, at no charge, such office space and furnishings, telephone service, utilities (including air conditioning), office-related equipment, supplies, duplicating services, VPN and support services, and premises security services in Customer's facilities as Grass Valley requires in connection with the performance of the Services, consistent with those that Customer provides for its own personnel. In the event, for whatever reason, at any time it appears that the estimated number of hours or days to complete the provision of the Services will significantly exceed number of hours or days assumed by Grass Valley in the Proposal/Contract, Grass Valley may increase its fees for the Services and charge Customer on a time and materials basis for the Services by providing written notice to Customer in the form of an updated Proposal/Contract. If Customer chooses to reject the increase in fees, Grass Valley may terminate the Proposal/Contract without further liability.

**10.6** On or before the applicable SOW commencement date, Customer, at its cost and expense, will have obtained and provided to Grass Valley all consents or approvals required for the right to use, access, and if necessary, modify, applicable third-party agreements and the products and other items (including software, equipment and other hardware) which Grass Valley may need in the provision of Services ("**Required Consents**"), including the consent of third parties for Grass Valley to relocate their software and equipment in the event that Grass Valley rearranges or relocates the facilities it uses to provide the Services. Grass Valley will reasonably assist Customer in obtaining the Required Consents.

**10.7** Each of the Deliverables, reports and other output prepared by Grass Valley shall be timely reviewed and approved or rejected by Customer in accordance with the criteria, timing and procedures mutually agreed upon by the parties and set forth in an applicable SOW or as otherwise mutually agreed in writing by the parties, if any ("**Acceptance Criteria**") and the Deliverables shall be deemed accepted once they meet the Acceptance Criteria. Where no Acceptance Criteria is identified in the SOW, the Deliverables are deemed accepted upon delivery. If Acceptance Criteria is identified: (a) Customer shall have ten (10) working days after receipt of the Deliverables to verify that the Deliverables meet the Acceptance Criteria or to notify Grass Valley in writing of a failure to meet the Acceptance Criteria, giving sufficient detail for Grass Valley to reproduce such failure; and (b) each of the Deliverables identified in the SOW will be independently deemed accepted if Customer has not accepted or rejected the Deliverable within ten (10) working days after receipt of the Deliverable, or when Customer makes productive use of the Deliverable, whichever occurs first. The Acceptance Criteria only apply to the Professional Services Deliverables identified in the SOW.

**10.8** During the provision of the Services at Customer's site, Grass Valley shall comply with all policies and procedures governing access to and use of Customer facilities. Customer shall not have the right to engage a third-party provider to perform any services within the scope of the Services in the SOW without the prior written consent of Grass Valley. The respective ownership of the intellectual property of Customer and Grass Valley shall be governed by these Terms and Conditions.

**11.9** Customer or Grass Valley may terminate any Statement of Work without penalty in the event that the other party materially breaches these Terms and Conditions, or Proposal/Contract, their obligations under a Statement of Work, or their obligations under a Change Order upon written notice to the breaching party containing the specific nature and dates of the material breach. The breaching Party shall have thirty (30) days from receipt of the notice to cure such breach, except for non-payment by Customer, which must be cured within five (5) days from receipt of notice. If such breach has not been timely cured, then the non-breaching Party may immediately terminate the applicable SOW. Each Party may terminate any Statement of Work for its convenience upon sixty (60) days written notice to the other Party. In such case, the termination shall take immediate effect upon the expiration of the notice period. Grass Valley may unilaterally terminate the Statement of Work (with immediate effect and without further liability whatsoever upon written notice to Customer) if any of the Assumptions set forth in the SOW appear in Grass Valley's reasonable discretion to be not fully realized or accurate, as the case may be. All fees paid by Customer prior to the date of termination are non-refundable. In addition, upon termination for convenience by Customer, all outstanding payments due from Customer to Grass Valley prior to the date of termination shall be immediately due and payable by Customer to Grass Valley. Grass Valley will invoice Customer for any outstanding

material costs and expenses incurred by Grass Valley prior to the date of termination and for any labor costs incurred at Grass Valley's then standard hourly rates. In the event of any termination or expiration of a Statement of Work, Grass Valley shall deliver to Customer all Deliverables and all documentation and other materials that were provided by Customer, including, but not limited to, any Confidential Information.

#### 11 EXPORT RESTRICTIONS

Customer shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Customer hereby agrees to indemnify and hold Grass Valley harmless against any and all losses, damages and costs resulting from any non-compliance by Customer. Grass Valley shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. By accepting this Agreement, Customer confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

#### 12 FORCE MAJEURE

No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein, or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

#### 13 WAIVER

The failure of either party to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, express or implied, of any breach of these Terms and Conditions shall be construed as a waiver of any other breach of such term or condition.

#### 14 ASSIGNMENT

Customer may not assign or otherwise transfer its rights or obligations under these Terms and Conditions without the prior written consent of Grass Valley. No attempt to assign or transfer in violation of this provision will be binding upon Grass Valley. Any proposed assignee or transferee must agree in writing to be bound by all the terms, conditions, and obligations of this Agreement. Notwithstanding Grass Valley's agreement to any such assignment, Customer shall remain subject to the obligations of confidentiality set forth in this Agreement. Grass Valley may assign or otherwise transfer its rights and obligations under these Terms and Conditions and any Purchase Order.

#### 15 GOVERNING LAW AND DISPUTE RESOLUTION

The construction, validity and performance of these Terms and Conditions, and any dispute, claim or obligation whether contractual or non-contractual

in connection with these Terms and Conditions shall be governed as follows:

(i) For any purchase of Products or Services located in and/or performed in Japan, by the laws of Japan and the parties irrevocably submit to the exclusive jurisdiction of the Japanese courts; (ii) For Customers in Asia-Pacific region, by the laws of State of New South Wales, Australia and the parties irrevocably submit to the exclusive jurisdiction of any competent federal court of New South Wales, Australia; (iii) For Customers in United Kingdom, by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts; (iv) For Customers located elsewhere in Europe, by the laws of Netherlands and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Netherlands; and, (v) For all other Customers, the laws of the State of Delaware shall govern and each of the parties consent the jurisdiction of the courts of State of Delaware, United States.

In all cases, unless required by law, all proceedings shall be conducted in English and, if any part of or all of these Terms and Conditions or Contract/Proposal are translated, the English version shall govern. These governing laws and terms as set out in this Section 15 apply to the Contract/Proposal. These Terms and Conditions 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.

#### 16 NOTICES

All notices shall be given in writing and deemed effective upon receipt. Notices to Customer will be sent to the ordering office or other address shown on the Purchase Order. Notices to Grass Valley should be sent to the Grass Valley entity identified on the Proposal/Contract.

#### 17 SEVERABILITY

If any provision of these Terms and Conditions is determined to be unenforceable or invalid by court decision, these Terms and Conditions 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 and the remainder of the agreement shall remain in full force and effect.

#### 18 LANGUAGE

These Terms and Conditions 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. For sales in Canada, the parties declare that they have requested, and hereby confirm their request, that this contract be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirment leur demande que ce contrat soit rédigé en anglais.

#### 19 AUDIT RIGHTS

Upon reasonable notice from Grass Valley to Customer, Customer will provide Grass Valley or its agents access to, from time to time, Customer's facilities and records in order for Grass Valley to determine whether Customer is in compliance with the provisions of these Terms and Conditions, provided, however, such audit or inspection shall be exercised so as not to unreasonably interfere with Customer's business. If such inspection discovers a material breach of these Terms and conditions by Customer, then Customer shall pay the reasonable cost of the audit and inspection.

#### 20 DISPUTE RESOLUTION

Disputes, controversies or claims may arise between the Parties. To minimize the expense to and impact on each Party of formally resolving such disputes, controversies and claims in accordance with the Governing Law Section 15 above, the Parties will first attempt to resolve any controversy or claim arising out of or relating to any Proposal/Contract or Purchase Order.

#### 21 USE OF CUSTOMER NAME

In consideration of the Products and/or Services purchased pursuant to any Proposal/Contract, Customer agrees that Grass Valley may use Customer's name and logo to identify Customer as a customer of Grass Valley on Grass Valley's website, and as a part of a general list of Grass Valley customers for

use and reference in Grass Valley corporate, promotional, and marketing materials. Customer agrees that Grass Valley may issue a press release identifying Customer as a Grass Valley customer and describing the nature of the Products and/or Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior approval, which will not be unreasonably withheld.

## 22 INTEGRATION

If Services are purchased by Customer under a Proposal/Contract, the applicable Statement of Work, description of Covered Equipment, or other written agreement signed by authorized representatives of both parties and identifying the Proposal/Contract number, if any, shall be incorporated in and made addenda to these Terms and Conditions. These Terms and Conditions are the complete and exclusive statement of the mutual understanding between Grass Valley and Customer and supersedes all previous written and oral agreements and communications relating to the subject matter hereof.

## 23 INJUNCTIVE RELIEF

Each party acknowledges and agrees: (A) the restrictions set forth in the provisions of this Agreement dealing with Confidentiality and protection of intellectual property rights, if any, are reasonable in the circumstances and all defenses to the strict enforcement thereof by the injured party are hereby waived; (B) a violation of any of the provisions of this Agreement dealing with Confidentiality or protection of intellectual property rights will result in immediate and irreparable harm and damage to the disclosing party or licensor; and (C) in the event of any violation of any of the provisions of this Agreement dealing with Confidentiality and protection of intellectual property rights, the injured party will, in addition to any other right to relief hereunder, be entitled to equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

## 24 NATURE OF THE RELATIONSHIP

No agency, partnership, joint venture, or other business organization is created by this Agreement. Neither party will have the right or authority to make commitments of any kind for, or on behalf of, the other party without prior written consent of the party to be bound. Customer and Grass Valley shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Agreement will be construed as a commitment by Grass Valley to engage in any further business with Customer beyond the scope of this Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Agreement. Grass Valley may refer to Customer as a customer reference in business dealings with potential customers, Grass Valley financing matters and in press releases.

## 25 INTERPRETATION

In this Agreement, (A) the insertion of headings is for convenience of reference only and will not affect the construction or interpretation of this Agreement; (B) words or abbreviations that have well known or trade meanings are used herein in accordance with their recognized meanings; and (C) terms and conditions hereof are the result of negotiations between the parties and this Agreement will not be construed in favor of or against any party by reason only that a party or its professional advisors participated in the preparation of this Agreement.

## 26 COUNTERPARTS AND FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, all of which when executed and delivered, will constitute one single agreement between the parties. This Agreement may be executed by facsimile or e-mailed PDF.

## 27 ELECTRONIC COMMUNICATIONS

The parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to this Agreement. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Parties will adopt

commercially reasonable security measures for password and access protection.

## 28 DATA PROTECTION

Customer warrants that it (i) will duly observe all of its obligations under any applicable data privacy and data protection regulations concerning the protection of personal data that may apply to the relationship contemplated under the Agreement or which a party is subject to in any relevant jurisdiction, and in particular, where applicable, the EU data protection laws, including Regulation 2016/679 (the GDPR), UK's GDPR, and other jurisdiction's or State's applicable data protection laws, any amendment or supplemental or successor legislation to the forgoing, each as updated, amended, or replaced from time to time (collectively, "**Data Protection Laws**"), and (ii) shall indemnify Grass Valley against all third-party claims that may be filed against Grass Valley because of a violation of any such Data Protection Laws that cannot be imputed to Grass Valley.