

## SOFTWARE AS A SERVICE TERMS AND CONDITIONS

These Software as a Service Terms and Conditions are between Grass Valley USA, LLC located at 125 Crown Point, Grass Valley, California 95945 on behalf of itself and/or any of its Affiliates (“Grass Valley” or “GV”) and the undersigned below (“Customer”). Grass Valley and Customer are each a “Party” and collectively the “Parties”.

Customer’s use and access to the SaaS Services (as defined hereafter) is governed by this Agreement. The terms and conditions on any statement of work or other business forms that Customer may use in connection with purchasing the SaaS Services, including any Customer purchase order forms, will have no effect on the rights and duties of the parties, even if Grass Valley has not objected to such terms and conditions. By accessing or using the SaaS Services, Customer acknowledges that it has read and understood this Agreement, that it has consulted legal counsel prior to acceptance of this Agreement, accepts all of the terms and conditions contained herein, and agrees that the terms and conditions shall be fully and legally binding upon the Parties, without the need for any further indication of acceptance on Customer’s part (such as by signature, click through or other means of electronic acceptance). If you are acting on behalf of the Customer, Customer represents that you have full legal authority to bind the Customer. Grass Valley recommends that Customer print copies of the Agreement for Customer’s own records and future reference. If Customer chooses not to agree to all of these terms and conditions, it shall not access and/or use Grass Valley’s SaaS Services. Customer’s access and/or use of the SaaS Services shall constitute Customer acceptance of all of the terms and conditions set forth in this Agreement. For clarity, the term “purchase” when used in this Agreement with respect to SaaS Services means to acquire a license to Use the SaaS Services (not to acquire title and/or any other intellectual property rights to the Services).

### 1. Definitions

1.1 **Account.** “Account” means the account created by Grass Valley for the Customer when Customer purchases a Subscription to the Platform. For clarity, GV creates one (1) Account per Subscription. Each Account has unique Security Credentials (as defined in Sections 4.3)

1.1 **Affiliate.** “Affiliate” means any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity.

1.2 **Aggregate Data.** “Aggregate Data” means Customer Data that is combined with other similar data of other customers. Aggregate Data shall not include (directly or by inference) any (i) information identifying the Customer or any identifiable customer or individual or (ii) Customer Confidential Information.

1.3 **Agreement.** “Agreement” means these Software as a Service Terms and Conditions, as well as any Schedules that are attached hereto and all ancillary documents incorporated herein by reference.

1.4 **AMPP.** “AMPP” means Agile Media Processing Platform.

1.5 **Applicable Privacy Law(s).** “Applicable Data Protection Law” shall mean: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (ii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in electronic communications sector (as amended or replaced from time to time) and applicable laws implementing that directive in European Union Member States; and (iii) any other data protection legislation that applies to the Parties from time to time;

1.6 **Applications.** “Applications” means individual software applications and services made available in the Platform for purchase based on Usage, the current list of which can be found at Schedule A hereto, any other SaaS applications and/or services hosted by Grass Valley and made available to Customer pursuant to this Agreement. Applications can be started and stopped using AMPP’s Resource Manager. When an Application is started, it is “Running” and in Use. When an Application is stopped, it is no longer in Use. A single instance of an Application is called a Workload. Usage reporting is on a per workload basis.

1.7 **Customer Data.** “Customer Data” means the data provided by Customer to Grass Valley through the SaaS Services, including programming and scheduling information, broadcast content (such as television shows and movies), and certain configuration data inputted by the Customer, but excluding Personal Data.

1.8 **Customer Device.** “Customer Device” means any computer, tablet, mobile device, cloud platform, or other computing device or infrastructure supplied by Customer to access and Use the SaaS Services that meets the specifications recommended by Grass Valley. Use of the SaaS Services on a Customer Device requires a supported browser and may also require the installation of certain Grass Valley hardware (such as a video playback card).

1.10 **Documentation.** “Documentation” means the documentation about the SaaS Services made generally available by Grass Valley to its Customers, as updated from time-to-time by Grass Valley.

1.11 **Effective Date.** “Effective Date” means the effective date set forth above.

1.12 **Fabric: A “Fabric”** means a collection of one or more Nodes. In the case of multiple Nodes, the Nodes are connected via a high speed network whose data can be accessed via a remote direct memory access (RDMA) protocol. The list of Fabrics in a Platform can be seen by viewing the Fabric column in the Node section of the AMPP Resource Manager.

1.13 **Fee.** The “Fee,” means and includes the Subscription Fee and the Usage Fee as such Fees are provided in the Order Form, attached as Schedule A hereto, or in such other order form or price list that may from time to time be made available to the Customer by Grass Valley in the Platform, on its website at [www.grassvalley.com](http://www.grassvalley.com) or elsewhere. Such Fees may be modified unilaterally by Grass Valley in its sole discretion. The Subscription Fee shall be due by Customer and invoiced by Grass Valley upon signing of this Agreement or when Customer accesses and Uses the SaaS Services (whichever comes first) and shall be automatically invoiced annually thereafter upon renewal, if applicable. The Usage Fees shall be due upon use of an Application by the Customer and shall be invoiced by Grass Valley on a monthly basis in arrears and shall be accompanied by a usage report generated by Grass Valley. All Fees are non-refundable.

1.13 **Node: “Node”** means a single physical computer or cloud compute instance.

1.14 **Order and/or Order Form.** The “Order Form” means the Fees and other pricing listed at Schedule A hereto, as modified from time to time as set forth in Section 1.13. An “Order” means the Customer’s binding request to purchase a Subscription and/or an Application. Customer issues an automatically renewable and non-refundable Order (as set forth in Section 1.15) to the Platform when Customer signs this Agreement (which incorporates the Schedule A Order Form) or when Customer accesses and Uses the SaaS Services (whichever comes first) (the “Subscription Start Date”), or by permitting automatic renewal after receiving written notice of any modified or additional Order Forms as may be issued pursuant hereto. Customer issues a non-refundable Order for hourly use of an Application automatically when Customer accesses and Uses the Application, as evidenced in part by Grass Valley’s usage report. Customer is not entitled to cancel, terminate or amend an Order except as agreed in a writing signed by both parties or as otherwise permitted by this Agreement.

1.14 **Personal Data.** “Personal Data” shall have the meanings given in Applicable Privacy Law(s), including any equivalent definitions under laws applicable outside of the European Union. Customer appoints Grass Valley as a processor to process Personal Data of Customer and Customer agrees that the Data Processing Addendum posted at: [http://www.grassvalley.com/about/terms\\_conditions](http://www.grassvalley.com/about/terms_conditions) or available upon request applies to such processing. The purpose of such Data Processing Addendum is to set out the data protection terms that will apply to any processing of Personal Data, in order to ensure that the data protection rights and freedoms of individuals remain protected in accordance with Applicable Privacy Law(s).

1.15 **Platform.** “Platform” means the SaaS Services’ Agile Media Processing Platform.

1.16 **Resource Manager.** “Resource Manager” shall mean the resource management tool provided with an AMPP Subscription that allows one to deploy Workloads to Fabrics, and stop and/or start those Workloads.

1.17 **SaaS Services.** “SaaS Services” means the GV AMPP cloud-based enterprise Software as a Service Platform and Applications, and/or implementation services, as well as any Updates and Upgrades to the SaaS Services that may be provided by Grass Valley pursuant to this Agreement. For clarity, SaaS Services shall not include software development services of any kind. If purchased, software development services must be purchased under a separate contract.

1.17 **Service Level Agreement. Service Level Agreement** means the support included with the SaaS Services as set forth in the SaaS Service Level Agreement posted at: [http://www.grassvalley.com/about/terms\\_conditions](http://www.grassvalley.com/about/terms_conditions) or available upon request. In the event the Customer purchases equipment, Customer shall, in its sole discretion, purchase after warranty support services from Grass Valley under a separate support agreement. Such after warranty equipment support services are excluded from this Agreement.

1.18 **Subscription.** “Subscription” means a Subscription to the Platform. GV creates one (1) Account per Subscription.

1.19 **Subscription Fee.** “Subscription Fee” means the annual Subscription fee to the Platform.

1.20 **Term.** “Term” means a 12 month subscription to the Platform starting from the Subscription Start Date or such other duration agreed to by Grass Valley (the “Initial Term”). Unless earlier terminated, the subscription 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. The Initial Term and the Renewal Term are hereinafter collectively referred to as the “Term”.

1.21 **Territory.** “Territory,” as used herein, shall be worldwide.

1.22 **Token.** “Token” means the currency used to purchase Usage.

1.23 **Updates.** "Updates" means any bug fixes and minor enhancements to the SaaS Services as made generally available by Grass Valley, excluding any items licensed, marketed, or distributed by Grass Valley as a separately-priced product and not specifically identified in this Agreement.

1.24 **Upgrades.** "Upgrades" means enhancements to the SaaS Services in the form of new or improved functionality or features as made generally available by Grass Valley under this Agreement, excluding any items licensed, marketed, or distributed by Grass Valley as a separately-priced product and not specifically identified in this Agreement.

1.25 **Use and/or Usage.** "Use" and/or "Usage" means to load, execute, access, employ, utilize, or display the Applications according to the terms of this Agreement. An Application is in Use when it is Running.

1.26 **Usage Fee.** "Usage Fee" means the Token-based Usage Fee per hour of Use of an Application. Usage Fees for each Application are recorded and charged per Workload. Usage Fees are based on a token currency determined by Grass Valley and provided in Exhibit A ("Token"). The number of tokens per hour of Use of an Application is the "Token Price". Each Application has an on-demand Token Price (or "PAYG") and a monthly cap price (or "Monthly Cap"). The Monthly Cap applies once the PAYG token price multiplied by the monthly usage for a given Workload meets or exceeds the Monthly Cap for that Workload. In essence, the charges for a given Workload for the calendar month in question are "capped" at Monthly Cap price.

1.27 **Users.** "Users" means the Customer's and/or its Affiliates employees and Customer's independent contractors (i.e. individuals employed by a third party assigned to perform the same or similar functions of Customer's employees) or any other third party that Customer authorizes to Use the SaaS Services and place Orders for the SaaS Services on Customer's behalf.

1.28 **Workload.** "Workload" means a single instance of an Application. The Workload displays the status of an Application as Ready, Running or Stopped in AMPP's Resource Manager.

## 2. License Grant.

2.1 **SaaS Services and Support.** Subject to the terms of this Agreement, Grass Valley will use commercially reasonable efforts to provide Customer with (i) the SaaS Services and (ii) reasonable technical support and managed services.

2.2 **License.** Grass Valley grants to Customer a non-exclusive, non-assignable, non-transferable, non-sublicensable, limited license for Customer's Users to access and Use the SaaS Services in the Territory during the Term and for the Fees. Customer must purchase a Platform Subscription to access, purchase and use the Applications. All such access to and Use of the SaaS Services shall be for Customer's legitimate business purposes only. Customer agrees to implement and follow Grass Valley's reasonable and customary policies regarding access to, and use of, the SaaS Services. By accessing and using the SaaS Services, the Customer agrees to the Fees. Customer and its Affiliates can either Use one Account, or each Customer Affiliate can separately Use its own Account by purchasing their own Subscription and executing a separate contract with GV. For clarity, if Customer and its Affiliates Use the same Account under this Agreement, (i) the content, applications and workflows of such Account will be accessible and visible to all of its Users (ii) all Usage in such Account will be invoiced to Customer and there will be no separate billing per entity. Customer shall have sole responsibility for its obligations and liabilities with respect to the Account.

Grass Valley may allow Customer to order the SaaS Services for trial/POC purposes only for 30 days from the date it first accesses the Platform ("Initial POC"), or such other duration agreed to by Grass Valley (collectively, the "POC"). Grass Valley may terminate the POC for any reason and at any time on notice to Customer. During the POC, Grass Valley hereby grants to Customer non-exclusive, non-assignable, non-transferable, non-sublicensable, limited license to access and use the SaaS Services solely for Customer's trial, non-production purposes in accordance with the terms of this Agreement. After the expiry of the Initial POC, Grass Valley reserves the right to charge Customer Usage Fees during the POC as provided at Schedule A, which will be invoiced by Grass Valley and paid by Customer in accordance with the terms of this Agreement. If Customer decides to use the SaaS Services after the expiration or earlier termination of the POC, Customer shall be deemed to have placed an Order for the Platform and the Subscription Fee shall be immediately due and payable as provided in this Agreement. If Customer decides not to use the SaaS Services after the expiration or earlier termination of the POC, Customer will cease using and will delete any such SaaS Services and remove it from its computer systems or hardware. The POC SaaS Services is provided "as is" and Grass Valley does not offer any warranties for the POC SaaS Services. Grass Valley may provide technical support during the POC at its discretion.

2.3 **Scope of Use.** The SaaS Services usage is licensed on an annual and per-service basis and Customer is responsible to pay the Fee (including the Subscription Fee and the Usage Fees) in accordance with this Agreement.

2.4 **Documentation.** Customer may make, for its internal use and only in conjunction with the use of the SaaS Services, a reasonable number of printed copies of the Documentation, provided Customer includes all Grass Valley copyrights and all other proprietary notices in the Documentation on such copies it produces. Further, Customer agrees not to remove or destroy any proprietary markings or proprietary legends placed on or contained within the SaaS Services or any Documentation.

2.5 **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

SaaS Services and their use. Customer agrees and acknowledges that it shall not obtain any ownership right or any intellectual property rights, whether express, by implication, estoppel, or otherwise, with respect to any SaaS Services under this Agreement nor will it obtain any license except for the express license grant set forth in Section 2.1 of this Agreement. 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 SaaS Services (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).

2.6 **Reservation of Rights.** Grass Valley or its licensors shall retain all right, title, copyright, trade secrets, patents and other proprietary rights in and to the SaaS Services, and all modifications, enhancements and any derivative works thereof, regardless of origin. Customer does not acquire any rights, express or implied, in the SaaS Services or derivative works thereof, other than those specified in this Agreement, and all rights in and to the SaaS Services that are not expressly granted herein are reserved to Grass Valley.

2.7 **Updates and Upgrades.** The SaaS Services is designed to support a multi-tenant cloud based offering and 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. Updates and Upgrades are licensed on the same terms and conditions as applicable to the SaaS Services under this Agreement.

2.8 **Hardware Purchases.** As soon as practical after the Effective Date of this Agreement, Grass Valley will provide Customer in writing with a list of recommended equipment (hardware and software) (either third party or Grass Valley branded) which Customer should purchase in order for the SaaS Services to successfully perform. If such equipment purchases include Grass Valley products, the Customer will purchase such products under Grass Valley's Global Terms and Conditions of Sale available at [http://www.grassvalley.com/about/terms\\_conditions](http://www.grassvalley.com/about/terms_conditions) or a separate agreement with Grass Valley or its authorized reseller.

## 3. Limitations on License.

3.1 **Limitations on Copying.** Customer shall not, and shall not allow any of its Users or any other third party to, copy, download, or reproduce the SaaS Services or any components thereof.

3.2 **Limitations on Third Party Use.** Only Customer's Users are permitted to access or use the SaaS Services. Customer shall not license, sublicense, sell, resell, market, lease, loan, rent, transfer, assign, distribute, disclose, or make available or accessible to any third party (that is not a User), or otherwise commercially exploit the SaaS Services or grant any right to access or use the SaaS Services to any third party.

3.3 **Limitations on Reverse Engineering and Modification.** Customer shall not, and shall not allow any of its Users or any other third party to, (a) modify or improve the SaaS Services or make derivative works based upon the SaaS Services, (b) decompile, disassemble, or reverse engineer any object code of any software that is part of the SaaS Services or assemble or attempt to reverse engineer, reconstruct, identify, or discover any source code of any such software, the structure, sequence, or organization of such source code or any algorithms, methods, or models contained therein, (c) "frame" or "mirror" the SaaS Services on any other server, (d) enter into time-sharing or data processing service arrangements involving use of the SaaS Services with any third party, including any Affiliate of Customer, (e) remove any product identification, trademark, copyright, patent, or other notices or markings contained in, displayed by, or provided with the SaaS Services, or (f) access or use the SaaS Services in order to build any software, product, or service that is competitive or similar to the SaaS Services or any portion thereof.

3.4 **Limitations on Use.** Customer shall not: (a) submit Customer Data or any other material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (b) interfere with, impede, or disrupt the integrity or performance of the SaaS Services or the data contained therein or part thereof; (c) attempt to gain unauthorized access to the SaaS Services or its related systems or networks; (d) access, use, or copy any portion of the SaaS Services through the use of bots, spiders, Web crawlers, indexing agents, or other automated devices or mechanisms, (e) create any denial of service with respect to the SaaS Services; (f) intercept the communications of any third party using the SaaS Services or falsify the origin of Customer's or a User's communications, or attempt to do any of the foregoing, or (g) use the SaaS Services for any illegal or injurious purpose.

3.5 **Metering Devices.** Grass Valley may use technology-based metering devices, passive restraints, and logging tools and software to (a) monitor and regulate usage of the SaaS Services, and (b) to aid in providing support and diagnosing defects in the SaaS Services or temporarily restrict usage until fees have been paid in full. Customer acknowledges that such passive restraints, metering devices and logging tools are a reasonable method to ensure compliance with the license and have been factored into the license and other fees and the Agreement as a whole. Customer agrees that Customer will not circumvent, override, or otherwise bypass such metering devices, passive restraints or logging tools that monitor or regulate the Use of the SaaS Services.

3.6 **Suspension of the SaaS Services.** Grass Valley may, at any time, suspend the SaaS Services and/or Customer's and Customer's Users' access to the SaaS Services (a) without in any way limiting Grass Valley's rights and remedies as set forth in Section 8.1.1, in response to Customer's failure to pay when due any undisputed invoices issued pursuant to this Agreement, provided that Grass Valley has given Customer at least thirty (30) calendar days prior notice of Grass Valley's intention to suspend the SaaS Services and Customer fails to pay the undisputed invoice during that thirty (30) day period; or (b) if Grass Valley reasonably believes that such a suspension is necessary to maintain the security or integrity of the SaaS Services, to prevent misuse of the SaaS Services by any person, including Customer, or if such suspension is necessitated by Grass Valley's third party hosting providers, provided that (i) Grass Valley notifies Customer promptly of any such suspension and (ii) Grass Valley reinstates access to or operation of the SaaS Services as soon as reasonably practicable. Grass Valley shall not be liable for any failure to provide access to or use of the SaaS Services during any suspension under this Section 3.6 (Suspension of the SaaS Services).

3.7 **Information Security.** Consistent with its then-current practices and procedures, Grass Valley will maintain and enforce commercially reasonable safety and physical security procedures with respect to its hosting of the SaaS Services. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT GRASS VALLEY DOES NOT AND CANNOT GUARANTEE THAT THE SAAS SERVICES, GRASS VALLEY'S SYSTEMS AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. GRASS VALLEY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS NOR SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY GRASS VALLEY OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

3.8 **Audit.** During the Term, and for a period of two (2) years following the expiration or termination this Agreement, Grass Valley shall have the right to audit Customer's use of the SaaS Services and Customer's compliance with the terms and conditions of this Agreement. In the event the audit reveals that Customer underpaid any fees or charges owed to Grass Valley, Customer shall promptly pay such underpaid fees, and if such underpayment was greater than five percent (5%) of the amount owing to Grass Valley for any period under audit, Customer shall reimburse Grass Valley for its costs of conducting the audit.

#### 4. Customer Responsibilities.

4.1 **Compliance with Laws.** Customer is responsible for all activity occurring under any applicable User accounts and Customer shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with Customer's access to and use of the SaaS Services, including those laws related to data privacy, international communications and the transmission of technical or personal data. Customer shall not use the SaaS Services for any unlawful purpose, and Customer will not export, directly or indirectly, the SaaS Services to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval. Customer shall defend, indemnify and hold harmless Grass Valley Indemnitees from and against any and all Losses arising out of any claim that the SaaS Services was accessed, used, exported, or otherwise shipped or transported by Customer or its Users in violation of applicable laws, rules and regulations.

4.2 **Terms of Use for Users.** Customer represents and warrants that its Users have been duly authorized by Customer to access and use the SaaS Services and place Orders for the SaaS Services. Customer agrees to comply with the SaaS Services End User License Agreement ("EULA"), which is available at [www.grassvalley.com/termsandconditions](http://www.grassvalley.com/termsandconditions) and to cause all of its Users to agree to and comply with the then current version of the EULA prior to accessing and using the SaaS Services. For clarity, the EULA is subject to change at the discretion of Grass Valley from time to time. In the event of a conflict between this Agreement and the EULA, this Agreement shall govern. Customer will also be responsible for Users' compliance with this Agreement.

4.3 **Security of the SaaS Services.** Customer shall safeguard the SaaS Services from unauthorized access or use by any individual who is not a User, including by (a) maintaining the confidentiality of all passwords, login credentials, user names, physical or electronic keys provided by Grass Valley and all other access or login information (collectively, "Security Credentials"), (b) ensuring that only Users have access to Security Credentials, (c) securing Customer Devices to prevent unauthorized access or use of the SaaS Services, (d) preventing the installation of any viruses or other malicious code on Customer Devices, (e) preventing the transmission of any viruses or malicious code to the SaaS Services through Customer Devices, and (f) maintaining industry standard antivirus software on Customer Devices. Customer shall notify Grass Valley promptly upon becoming aware of any unauthorized disclosure, access to, or use of the SaaS Services or the Security Credentials, or any other violation of this Section 4.3 (Security of the SaaS Services).

4.4 **Technical Requirements.** Customer shall be responsible for procuring the Customer Devices and any other hardware, software, communications facilities and Internet connection and other equipment (which may include hardware and software licensed by Grass Valley pursuant to separate agreements), together with the requisite licenses, (collectively, "Third Party Materials") necessary to access and Use the SaaS Services, and satisfy any other technical requirements for the SaaS Services. Customer is responsible for ensuring that the Customer Devices and all other Third Party Materials meet or exceed the minimum technical requirements set forth in the Documentation and as otherwise provided by Grass Valley from time-to-time. Future updates or upgrades may have different or additional technical requirements, and Customer will be solely responsible for procuring the necessary items to

satisfy these future requirements. Customer acknowledges and agrees that from time to time Grass Valley may require additional Third Party Materials, or may substitute other Third Party Materials for those originally or previously required. GRASS VALLEY MAKES NO WARRANTY OF ANY KIND UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE CUSTOMER DEVICES OR ANY OTHER THIRD PARTY MATERIALS.

#### 5. Customer Data.

5.1 **Ownership.** Grass Valley does not own any Customer Data. Customer, not Grass Valley, shall have the sole responsibility for the accuracy, quality, integrity, legality, security, reliability, appropriateness and intellectual property ownership or right to use all of the Customer Data, including obtaining all rights necessary for Customer to submit Customer Data on or through the SaaS Services and otherwise use or process such Customer Data using the SaaS Services. Grass Valley shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data.

5.2 **License to Grass Valley.** Subject to the terms and conditions of this Agreement, Customer grants Grass Valley and its Affiliates and subcontractors a non-exclusive, non-transferable (except as permitted under Section 12.6 (Assignment)), royalty-free, and fully paid license to use, copy, reproduce and create derivative works of Customer Data solely for the purposes of Grass Valley and its Affiliates and subcontractors providing the SaaS Services to Customer during the Term. Notwithstanding the foregoing, subject to applicable laws and the terms of this Agreement, Customer hereby grants Grass Valley a non-exclusive, "as-is," perpetual, non-transferable, non-sublicensable, royalty free license to use Aggregate Data for the purpose of further developing and optimizing the SaaS Services, including through the development of new and/or expanded features and functionality.

5.3 **Delays and Errors.** Customer acknowledges and agrees that delays and errors in processing Customer Data may result from various causes that are beyond Grass Valley's control, including problems with the Customer Devices, problems caused by third party web service providers, including but not limited to Amazon Web Services Corporation, Internet delays, congestion and service interruptions, and problems with Customer's Internet service provider. Grass Valley is not responsible for any delays or errors in processing or delivering Customer Data that are not directly caused by Grass Valley.

5.4 **Warranty Regarding Customer Data.** Customer warrants that it has obtained all rights, consents and permissions necessary to (a) import, input, analyze, or otherwise process Customer Data with the SaaS Services, and (b) grant the rights to Grass Valley set forth in Section 5.2 (License to Grass Valley). Customer further warrants that the Customer Data does not infringe upon or violate any common law or statutory right of any person or other entity, including, without limitation, any contractual rights, proprietary rights, trademark, service mark, copyright, patent, or trade secret rights, or any rights of privacy or publicity.

#### 6. Warranty Disclaimer.

6.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRASS VALLEY DOES NOT WARRANT THAT THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES GRASS VALLEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SAAS SERVICES. THE SAAS SERVICES PROVIDED "AS IS," "WHERE IS," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. GRASS VALLEY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. GRASS VALLEY DOES NOT WARRANT THAT THE SAAS SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SAAS SERVICES WILL BE ERROR-FREE, OR THAT DEFECTS IN THE SAAS SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GRASS VALLEY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF GRASS VALLEY'S OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE SAAS SERVICES AND ANY OTHER SERVICES PROVIDED BY GRASS VALLEY HEREUNDER IS AT CUSTOMER'S SOLE RISK.

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

6.3 Customer agrees that its purchases of SaaS Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Grass Valley regarding future functionality or features.

#### 7. Fees and Payment.

7.1 **Fees, Invoicing and Payment.** By signing this Agreement Customer has Ordered a Platform Subscription for the Subscription Fee, shall be permitted access thereafter and shall be bound by this Agreement, provided however, in the event this Agreement

is unsigned, by accessing the Platform, Customer shall be deemed to have Ordered a Platform Subscription for the Subscription Fee, and access and Use shall be governed by this Agreement. The Subscription Fee shall be due and payable by Customer and invoiced by Grass Valley upon signing of this Agreement or when Customer accesses and Uses the SaaS Services (whichever comes first) and shall be automatically invoiced annually thereafter upon renewal, if applicable. The Usage Fees shall be due and payable upon Use of an Application by the Customer and shall be invoiced by Grass Valley on a monthly basis in arrears and shall be accompanied by a Usage report generated by Grass Valley. Customer shall pay the Fees within thirty (30) calendar days after the date of Grass Valley's monthly invoice. All Fees paid hereunder are non-refundable. All past due amounts shall bear interest from the payable date at the lesser of (a) one and one-half percent (1.5%) per month, or (b) the maximum rate allowed by law.

7.2 **Taxes.** The fees, charges, or expenses under this Agreement do not include sales, use, property, excise, value-added, service, or other taxes, or any penalties or interest related to such taxes, now or hereafter levied by any federal, state, local, or other taxing authority relating to (a) any services rendered by Grass Valley, (b) the SaaS Services or its use; (c) the license granted hereunder; or (d) this Agreement (collectively, "Taxes"). In addition to the payments otherwise due under this Agreement, Customer shall pay all Taxes. If Grass Valley is required to pay Taxes (except Taxes based on Grass Valley's income), Grass Valley shall invoice Customer for such Taxes, and Customer shall pay such invoice in accordance with Section 7.1 (Fees, Invoicing and Payment). Customer agrees to indemnify Grass Valley for and hold it harmless against any out of pocket costs, interest and penalties imposed upon or incurred by Grass Valley by reason of Customer's failure to perform Customer's obligations under this Agreement.

## 8. Term and Termination.

### 8.1 Termination.

8.1.1 **For cause by Grass Valley.** Grass Valley may terminate this Agreement by prior written notice to Customer, if Customer fails to perform any material term or condition of this Agreement, and does not cure such failure within thirty (30) calendar days after Customer's receipt of written notice from Grass Valley particularly stating the default and Grass Valley's intention to terminate. Notwithstanding the foregoing, Grass Valley may terminate this Agreement immediately upon written notice if Customer fails to comply with any of the following Sections of this Agreement: Section 2 (License Grant), Section 3 (Limit on License), Section 4 (Customer Responsibilities) or Section 7 (Fees and Payment). Termination of this Agreement by Grass Valley shall, among other things, constitute termination of all licenses granted hereunder.

8.1.2 **For cause by Customer.** Customer may terminate this Agreement by prior written notice to Grass Valley, if Grass Valley fails to perform any material term or condition of this Agreement, and does not cure such failure within thirty (30) calendar days after Grass Valley's receipt of written notice from Customer particularly stating the default and Customer's intention to terminate.

8.1.3 **Termination for Convenience.** Either party may terminate this Agreement without cause by providing the other party with no less than thirty (30) days' written notice.

8.2 **Effect of Termination.** Upon the non-renewal, termination, or expiration of this Agreement for any reason (a) Customer's license to the SaaS Services will automatically and immediately terminate and Customer shall have no further right to access or use the SaaS Services, and (b) Customer's access to the SaaS Services may be disabled by Grass Valley without notice. Termination shall not relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer hereunder. Promptly upon the termination or expiration of this Agreement for any reason, Customer shall immediately (i) cease its use of the SaaS Services, and (ii) return to Grass Valley, within ten (10) calendar days, all Grass Valley Confidential Information (or, at Grass Valley's option, erase or destroy all Grass Valley Confidential Information), and, on Grass Valley's request, promptly deliver to Grass Valley a written statement signed by an officer of Customer having sufficient authority and knowledge, certifying that access to the SaaS Services has ceased and all Grass Valley Confidential Information has been destroyed or erased in accordance with this Section 8.3 (Effect of Termination). Termination of this Agreement shall be in addition to and not in limitation of any other rights and remedies to which either Party is or may become entitled.

8.3 **Access to Customer Data.** Provided that Customer has met all payment obligations under this Agreement, upon termination or expiration of this Agreement and upon Customer's written request, Grass Valley shall make commercially reasonable efforts to provide Customer with access to the Customer Data stored within the SaaS Services (excluding certain configuration data) for a period not to exceed sixty (60) calendar days to permit Customer to download its Customer Data. Grass Valley reserves the right to purge and delete Customer Data, if any, in its possession if Customer fails to request access to such Customer Data within sixty (60) calendar days following the termination or expiration of this Agreement.

## 9. Limitation of Remedies and Liability.

9.1 **Selection and Use of the SaaS Services.** Customer accepts sole responsibility for (a) the selection of the SaaS Services to achieve Customer's intended results; (b) the use of the SaaS Services; (c) the results obtained from the SaaS Services and the use of those results; and (d) lost or damaged data not directly caused by Grass Valley and the adoption of procedures and safeguards (e.g., regular data backups) to prevent such loss or damage to Customer Data. Customer also accept sole responsibility for the selection and use of, and results

obtained from, any other programs, programming, equipment, or services used with the SaaS Services, including the Customer Devices. Customer accepts sole responsibility for all loss, claim, liability, or damage, and related costs and expenses arising directly or indirectly out of or in any way related to Customer's own fault or negligence. This clause shall survive the Term of this Agreement.

9.2 **CONSEQUENTIAL DAMAGE WAIVER.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, OR LOSS OF PROFITS).

9.3 **LIMITATION ON DAMAGES.** IN NO EVENT SHALL GRASS VALLEY BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

9.4 **BASIS OF THE AGREEMENT.** THE ABOVE LIMITATIONS SHALL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF GRASS VALLEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that Grass Valley has set its prices and entered into this Agreement in reliance upon the limitations of damages, waiver of consequential damages and disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between Customer and Grass Valley. Customer agrees that the limitations, exclusions, or disclaimers in this Agreement will survive and apply even if the exclusive remedies set forth in this Agreement are found to have failed of their essential purpose.

## 10. Indemnification.

10.1 **Indemnification by Grass Valley.** Grass Valley agrees to defend Customer in a lawsuit or other judicial action, and pay the amount of any adverse final judgment (or settlement to which Grass Valley consents) from such lawsuit or judicial action, asserted by any third party against Customer that the SaaS Services infringe any patent, copyright, or trademark issued as of the Effective Date and enforceable in the United States (each, a "Claim"); provided, that Customer (a) promptly notifies Grass Valley in writing of the Claim; (b) gives Grass Valley sole control over the defense and settlement, if any, of the Claim; (c) provides Grass Valley with full cooperation and assistance in the defense of the Claim; and (d) fully complies with Grass Valley's direction to cease any Use of the potentially infringing SaaS Services. In addition to the obligations set forth above, if Grass Valley receives information concerning a Claim, Grass Valley may, at its expense, but without obligation to do so, undertake further actions such as: (i) procuring for Customer such patent, copyright, or trademark right(s) or license(s) as may be necessary to address the Claim; or (ii) replace or modify the SaaS Services to make them non-infringing. In the event Grass Valley is, in Grass Valley's sole discretion, unable to procure the right to continued Use of the allegedly infringing SaaS Services or replace or modify the SaaS Services to make them non-infringing as set forth above, Grass Valley may terminate this Agreement in whole or in part.

10.2 **Limitations.** The obligations set forth in Section 10.1 (Indemnification by Grass Valley) shall not apply, and Grass Valley shall have no obligations with respect to, any Claim or infringement arising out of: (a) the use of the SaaS Services other than in strict accordance with this Agreement and any applicable documentation or instructions supplied by Grass Valley; (b) any alteration, modification, or revision of the SaaS Services not performed by Grass Valley; (c) the combination of the SaaS Services with materials not supplied by Grass Valley (including the Customer Devices and any Third Party Materials), where the alleged infringement would not exist without such combination; (d) information, materials or specifications provided by or on behalf of Customer; or (e) Customer Data (subsections (a) through (e), collectively, "IP Infringement Exceptions"). In the event that Grass Valley is required to defend a lawsuit or other judicial action pursuant to Section 10.1 (Indemnification by Grass Valley) above and such lawsuit or other judicial action includes allegations with respect to non-Grass Valley products (including without limitation, third party materials), then Customer shall retain, at Customer's sole expense, separate counsel to defend against such allegations, and agree to reimburse Grass Valley for any and all attorney's fees and costs incurred by Grass Valley with respect to defending against such allegations. Moreover, Grass Valley and its suppliers shall have no liability for any intellectual property infringement claim (including, without limitation, any Claim) based on Customer's Use, sale, offer for sale, information, or other disposition or promotion of the SaaS Services after it has received Grass Valley's notice that Customer should cease Use of the SaaS Services due to such claim. Customer shall indemnify and defend Grass Valley Indemnitees (defined below) from and against all Losses incurred due to Customer's continued Use of the allegedly infringing SaaS Services after Grass Valley provides such notice. THE PROVISIONS OF SECTION 10.1 (INDEMNIFICATION BY GRASS VALLEY) STATE GRASS VALLEY'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OR OTHER ALLEGATION INVOLVING INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

10.3 **Indemnification by Customer.** At Customer's expense as described herein, Customer agrees to indemnify, defend and hold harmless Grass Valley and Grass Valley's respective employees, directors, officers, subcontractors, agents, and other members of Grass Valley's workforce (collectively, "Grass Valley Indemnitees"), against all liability, damages, losses, lost profits, fines, penalties, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") to third parties arising from or in connection with (a) Customer Data, (b) the IP Infringement Exceptions, (c) any breach of this Agreement by Customer or its Users, employees, directors, officers, subcontractors, agents and

other members of Customer's workforce, or from any negligence or wrongful acts or omissions by Customer and its Users. Customer's obligation to indemnify Grass Valley Indemnitees shall survive the expiration or termination of this Agreement for any reason.

**11. Confidentiality.**

11.1 Confidential Information. "Confidential Information" means, with respect to a Party hereto, all information or material which the Party identifies in writing as confidential or is received under circumstances reasonably interpreted as imposing an obligation of confidentiality. Confidential Information of Grass Valley includes the terms of this Agreement, any service provided pursuant to this Agreement (including the SaaS Services, the Documentation, and any trade secrets related thereto). Neither Party shall have any obligation with respect to Confidential Information which: (a) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party; (b) was previously known to the receiving Party or rightly received by the receiving Party from a third party; (c) is independently developed by the receiving Party without reference to information derived from the other Party; and (d) is subject to disclosure under court order or other lawful process.

11.2 Protection of Confidential Information. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party recognizes the importance of the other's Confidential Information and shall maintain the Confidential Information of the other Party in strict confidence and shall not disclose it or make it available to any unauthorized parties, subject to applicable law. Notwithstanding anything expressly stated in this Section 11 (Confidentiality), any information or ideas sent to Grass Valley by Customer related to enhancements to the SaaS Services will be deemed confidential information of Grass Valley. For the avoidance of doubt, Section 11 will survive termination or expiration of this Agreement.

**12. Miscellaneous.**

12.1 Notices. All notices, demands, or consents required to be given in writing under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) calendar days after deposit in the mail (certified or registered mail), or one (1) calendar day after being sent by overnight courier, to the receiving Party at the address set forth above or at such other address given by either Party to the other in writing. Email shall constitute valid written notification by a party and will be deemed delivered upon receipt.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or agreements between the Parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Schedules, the terms and provisions of this Agreement shall control.

12.3 Force Majeure. Any delays in, or failure to perform, any provision of this Agreement (other than for the payment of amounts due hereunder) caused by acts, omissions, events, causes or conditions beyond the parties' reasonable control (including, without limitation, acts of God, third-party nonperformance, failure of or defects and errors in third party software or hardware, acts of governmental entities, civil disobedience or insurrection, lock-outs, freight embargoes, acts of civil or military authorities, terrorists, fires, epidemics, pandemics, floods, wars, or riots) shall not constitute a breach of this Agreement and shall not give rise to any claim for damages, and the time for performance of such provision, if any, shall be deemed to be extended for a reasonable period of time at least equal to the duration of the conditions preventing performance.

12.4 Waiver, Amendment or Modification. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement even though Grass Valley may have accepted or signed such documents. No failure or delay by either Party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

12.5 Governing Law; Severability. For Customers in Japan, the laws of Japan will apply. For Customers located in the Asia Pacific region of the world, any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English. For Customers located in the UK or Europe, the construction, validity and performance of these Terms and Conditions (and any dispute, claim or obligation under it, whether contractual or non-contractual) shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts. All proceedings shall be conducted using the English language and, in the event that all or any part of this Contract is translated, the English language version shall be the governing version. For all other Customers, the parties hereby consent to the non-exclusive jurisdiction of and venue in the Superior Court of the State of Delaware and the United States District Court for the adjudication of any disputes arising under this Agreement, and will not assert as a defense lack of personal jurisdiction or forum non conveniens. The provisions of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, however designated, are excluded and shall not apply to this Agreement or

any transactions hereunder. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

12.6 Assignment. Customer may not sublicense, assign or transfer this Agreement or the SaaS Services. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. Grass Valley may assign this Agreement to any of its present or future Affiliate(s) or to a successor in interest in connection with a merger, acquisition or sale of all or substantially of its assets.

12.7 Relationship of the Parties. Client is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties hereto. Client shall have no authority to enter into agreements of any kind on behalf of Grass Valley and shall have no power or authority to bind or obligate Grass Valley in any manner to any other third party.

12.8 Survival. The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein which (a) the Parties have expressly stated will survive such expiration or termination, (b) remain to be performed, or (c) by their nature would be intended to be applicable following such expiration or termination.

12.9 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection or other subpart of this Agreement. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

12.10 Public Announcements and Marketing. Grass Valley may use Customer's name in press releases, product brochures and financial reports to indicate that Customer is a customer of Grass Valley. Customer agrees to provide the following Marketing efforts to Grass Valley, and any intellectual property rights related thereto:

- 1. Provide a quote for a Grass Valley press release about Customer's usage of the SaaS Services.
- 2. Provide information to Grass Valley such that Grass Valley can develop and publish a case study on Customer's usage of the SaaS Services.
- 3. Allow Grass Valley access to Customer sites and personnel for the capturing of video and interviews for the purpose of producing Customer testimonial material (video case study) for the promotion and marketing of the SaaS Services.

12.11 Non-disparagement. The Parties each agree not to intentionally make, or intentionally cause any other person to make, any public statement that is intended to criticize or disparage the other Party or any of its affiliates, or any of their respective officers, managers or directors in relation to performance or non-performance of this Agreement.

12.12 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement.

12.13 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**GRASS VALLEY USA LLC**

Signature: \_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

(“Customer”)

Signature: \_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**SCHEDULE A  
ORDER FORM**

**This Order for the SaaS Services automatically renews unless terminated as provided in the Agreement. The Fees set forth below may be modified by Grass Valley as set forth in the Agreement.**

**Subscription Fee:** \$25,000 per annum

**Usage Fee:** \$1 per Token

AMPP Apps	Tokens per hour/per Workload* (PAYG)	Monthly cap on Tokens per month/Workload*
GV.App.Input	0	0
GV.App.Input.HD.IP.Compressed	0	0
GV.App.Input.HD.IP.Compressed.Global	0	0
GV.App.Input.HD.IP.2022-6	0	0
GV.App.Input.HD.IP.2110	0	0
GV.App.Input.HD.SDI	0	0
GV.App.Output	2	150
GV.App.Output.HD.IP.Compressed	2	150
GV.App.Output.HD.IP.Compressed.Global	4	500
GV.App.Output.HD.IP.2022-6	0	0
GV.App.Output.HD.IP.2110	0	0
GV.App.Output.HD.SDI	0	0
GV.App.FlowMonitor	7	875
GV.App.Streamer	10	1250
GV.App.Multiviewer	7	875
GV.App.Multiviewer.Basic.PIP.04	3	375
GV.App.Multiviewer.Basic.PIP.08	5	625
GV.App.Multiviewer.Basic.PIP.12	7	875
GV.App.Multiviewer.Basic.PIP.16	10	1250
GV.App.Multiviewer.Basic.PIP.24	15	1875
GV.App.ClipPlayer	4	500
GV.App.ClipPlayer.HD	4	500
GV.App.ClipRecorder	5	600
GV.App.ClipRecorder.HD	5	600
GV.App.HTML	3	500
GV.App.HTML.HD	3	500
GV.App.MasterControl	30	3750
GV.App.MasterControl.HD.Outputs.01	30	3750
GV.App.MasterControl.HD.Outputs.04	45	5625
GV.App.MasterControl.HD.Outputs.08	67.5	8437.5
GV.App.MasterControl.HD.Outputs.16	90	11250
GV.App.MiniMixer.04	12	1500
GV.App.MiniMixer.08	18	2250
Gv.App.TestSignalGenerator	2	250
GV.App.CleanCut	3	375
GV.App.CleanCut.02	3	375
GV.App.CleanCut.04	6	625
GV.App.CleanCut.08	12	1250
GV.App.Delay	4	500
GV.App.AVMux	3	375
GV.App.VirtualK-Frame	40	2400
GV.App.VirtualK-Frame.Basic.3ME.8IN4OUT	20	1600
GV.App.VirtualK-Frame.Small.3ME.16IN8OUT	25	2000
GV.App.VirtualK-Frame.Medium.3ME.32IN16OUT	30	2400