GRASS VALLEY
SOFTWARE LICENSE AGREEMENT
TERMS AND CONDITIONS

IMPORTANT – READ CAREFULLY: By (a) clicking the “I agree” or “I accept” button located below, (b) downloading, installing, copying, or otherwise using the Software, (c) breaking or opening any seal on the packaging of the Software, or (d) signing any signature page or cover page accompanying these terms and conditions or a Grass Valley Proposal/Contract, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If Licensee does not so agree, Licensee is not granted any rights with respect to the Software, and Licensee 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 Licensee 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. This Agreement applies to any Software: (i) which is the subject of a Purchase Order issued by Licensee to Grass Valley or one of its authorized distributors or resellers, (ii) which is delivered to Licensee in the form of an Update or Upgrade, or (iii) which is otherwise obtained by Licensee.

THIS AGREEMENT APPLIES NOTWITHSTANDING ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT OR RECORD PROVIDED BY LICENSEE. If there is any such Purchase Order, GRASS VALLEY HEREBY EXPRESSLY MAKES ITS ACCEPTANCE OF SUCH ORDER CONDITIONAL ON LICENSEE’S ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, including, without limitation, any terms and conditions herein that are different from or not contained in the Purchase Order. Grass Valley expressly rejects any terms and conditions contained in the Purchase Order that are different from or in addition to those contained in this Agreement. Licensee acknowledges that GRASS VALLEY IS UNWILLING TO ENTER INTO AN AGREEMENT RELATING TO THE SOFTWARE THAT CONTAINS ANY SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS AND ASSENTS TO GRASS VALLEY’S REJECTION OF ANY SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS. No conduct by Grass Valley, including, without limitation, transfer, delivery, shipment, or installation of any Software, shall constitute, or be construed to constitute, Grass Valley’s assent to or recognition of a contract containing terms and conditions that are different from or are not contained in this Agreement. This Agreement is intended to be wholly consistent with the Software License terms and conditions that are contained within Section 6 of Grass Valley’s Global Terms and Conditions of Sale and is intended to serve as a restatement of such terms in a stand-alone document form for Grass Valley direct customers. For all other Licensees this Agreement shall constitute the entire license terms relative to the Software.

1. DEFINITIONS. In addition to any terms defined elsewhere in this Agreement, the following terms will have the meanings given to them below in this Section 1 (whether used in the singular or plural):

1.1 “Agreement” means this software license agreement together with any signature page, cover page, exhibits, and attachments hereto and the terms and conditions thereof.

1.2 “Affiliate” of a party means any entity which, at the time or after the entry into force of this Agreement, 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. For Grass Valley, Affiliates shall include legal entities with “Grass Valley”, “Quantel”, “Snell”, or “Miranda” in their legal entity name or other Affiliates as may be included in the Grass Valley group over time.

1.3 “Contract” in the case where Licensee is a direct Grass Valley Licensee, means: (i) a Grass Valley Proposal and any other document incorporated as a schedule to the Grass Valley Proposal and accepted by Licensee as evidenced by either the issuance of a Purchase Order or the signature of an officer or other duly authorized representative of Licensee or (ii) a signed agreement between Grass Valley and Licensee reflecting Licensee’s purchase of a license, and certain parameters of such license, subject to the terms and conditions of this Agreement. “Contract” in the case where Licensee is not a direct Grass Valley Licensee but has obtained the Software through an authorized Grass Valley reseller or distributor, means the means the applicable quote, order confirmation, receipt, or invoice for the Software provided by Grass Valley’s authorized distributors or resellers, reflecting Licensee’s purchase of a license, and certain parameters of such license, subject to the terms and conditions of this Agreement, with respect to the Software.

1.4 “Contractor” means an individual or business which is not an employee of Licensee but is hired by Licensee to perform certain information technology tasks for Licensee’s benefit provided that such tasks are not prohibited under Section 2 of this Agreement.

1.5 “Deliverables” means work product supplied by Grass Valley to Licensee as part of the Services as may be described in a Purchase Order or Statement of Work.

1.6 “Documentation” means the written technical documentation published by Grass Valley regarding the Software and identified as “Manuals,” “Release Notes”, “Software Specifications”, training document or configuration information, available on Grass Valley’s website on the “Resources” pages from time to time, accompanying Product delivered to the Licensee 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.

1.7 “Hardware” means the Grass Valley and/or Grass Valley Affiliate equipment, modules or other physical components and goods purchased by Licensee, if any, in connection with the Software license purchase. Hardware includes Grass Valley purpose built Hardware with Embedded Software as well as information technology type Hardware like a generic pc or server.

1.8 “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 this Agreement.

1.9 “Licensee” means the party using the Software (including, in the case of an individual, his or her employer or other principal), and 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.

1.10 “Grass Valley” means 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”, “Snell”, or “Miranda” in their legal entity name or other Affiliates as may be included in the Grass Valley group over time.

1.11 “Product(s)” means (i) Hardware, to the extent Licensee purchased Hardware with the Software, (ii) Software, to the extent Licensee purchased a Software license, (iii) any combination thereof, to the extent Licensee purchased Hardware together with Software or (iv) Deliverables, to the extent Licensee purchased Deliverables.

1.12 “Proposal” means, in the case where the Software is purchased from Grass Valley, the final quotation document submitted by Grass Valley to Licensee together with the Global Terms and Conditions of Sale. If the Licensee purchased from an authorized reseller or distributor it shall mean the quote received from that seller.

1.13 “Services” means those professional services provided to Licensee by Grass Valley particularly described in an applicable Statement of Work and/or Proposal/Contract, to the extent Licensee purchased such Services from Grass Valley.

1.14 “Purchase Order” means Licensee’s written purchase request for Software, whether received by mail or by electronic means submitted by Licensee pursuant to a Contract/Proposal, excluding any different or additional terms or conditions Licensee’s form. Such Purchase Order shall include the quantity and type of Software, ordered Software descriptions, shipment and invoice information and shipping instructions (if allowed by Grass Valley), Licensee’s order number and the Proposal number(s).

1.15 “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

January 2023
products which are provided to Licensee independently of the Hardware (“Stand Alone Software”); and (iii) Grass Valley application software products which are provided to Licensee with information technology type hardware such as a generic pc (“Application Software”). Software also includes any Documentation specifically applicable to the Software. For a complete list of Standalone Software, Embedded Software, or Application Software with IT Hardware please see the Software Warranty Appendix located at http://www.grassvalley.com/about/terms_conditions. “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 Licensee 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).

1.16 “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.

1.17 “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. SOFTWARE LICENSE

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

2.2 Rights Granted. Upon Grass Valley’s acceptance of the related Purchase Order from Licensee (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 Licensee a non-exclusive, non-assignable, personal, non-transferable, non-sublicensable, limited right to use the Software for Licensee’s internal business operations and solely with respect to the object code form of the Software as provided to Licensee and subject to this Agreement. Licensee 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 Licensee’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, Licensee is authorized to make the Software as it relates to providing broadcast services to unaffiliated third parties resulting from a business relationship between such third party and Licensee. Licensee and subject to this Agreement. Licensee 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 Licensee’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, Licensee is authorized to make the Software as it relates to providing broadcast services to unaffiliated third parties resulting from a business relationship between such third party and Licensee. Licensee, where such third parties’ primary business association is the use of Licensee’s products and/or services. If Locations are specified in the Statement of Work, then Licensee may not, without Grass Valley’s prior written consent, provide or otherwise make available the Software outside of such Locations, or for projects or other work undertaken outside the Locations. Licensee may allow its Contractors to exercise the rights granted hereunder on behalf of Licensee, but solely for Licensee’s benefit and provided that (a) Licensee ensures that such Contractors use the Software strictly in accordance with the terms of this Agreement; and (b) Contractors are subject to confidentiality obligations substantially similar to Licensee’s confidentiality obligations herein. Licensee shall be fully responsible for any breach of this Agreement caused by any of its Contractors or their employees. If Licensee’s Proposal/Contract or the Documentation does not specify a term, the Software license is perpetual and shall continue unless terminated as otherwise provided in this Agreement. 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 delivered by 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 Licensee hardware or Hardware to another. Licensee may order trial Software or Grass Valley may include trial Software with Licensee’s Purchase Order which Licensee may use for a trial, non-production purpose only. Licensee may not use the trial Software to provide or attend third party training on the content and/or functionality of the Software. Licensee has 30 days from the delivery date to evaluate trial Software. If Licensee decides to use any trial Software after the 30 day trial period, Licensee must purchase a Software license from Grass Valley or its authorized distributor or reseller. If Licensee decides not to obtain a license for any trial Software after the 30 day trial period, Licensee will cease using and will delete any such Software from its computer systems, Licensee 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 Licensee 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 Licensee concerning the source code. Any features for which Licensee 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 Licensee agrees not to use or access such features.

2.3 Licensing and Use Rules and Restrictions for Grass Valley Software. Licensee is responsible for understanding the applicable rules and restrictions relative to the type of Software license purchased as identified in the Purchase Order or Documentation and complying with the licensing and use rules and restrictions as applicable as set forth below or in the Documentation.

2.3.1 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.

2.3.2 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 Licensee under this Agreement, or as otherwise authorized in writing by Grass Valley.

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

2.3.4. For licenses identified as “client” or “user” licenses in the Proposal/Contract, Licensee 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 Licensee device to another using the Software’s “check out” and “check in” function, provided that the total number of clients in use by Licensee does not exceed the total number of clients set forth in the applicable Proposal/Contract. The foregoing does not permit and Licensee or Grass Valley may not transfer the Software, even by way of indirect transfer such as a consignment or sublicense to any other end user. Licensee will only install or execute the number of level and functionality of clients set forth in the Proposal/Contract.

2.3.5 For licenses identified as “encoding” licenses in the Proposal/Contract, or if the Software includes a proxy encoder, Licensee shall have the right to code and un-code video files, only in accordance with the Documentation, this Agreement and the Proposal/Contract.

2.3.6 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. Licensee 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, Licensee represents and warrants to Grass Valley that it shall first obtain a license from the third party archive licensor.

January 2023
2.3.7 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 Licensee, in addition to the restrictions set forth in this Section 2, the following restrictions apply: (i) such license will automatically expire at the end of the term; (ii) Licensee agrees that at the end of the specified term Licensee 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 this Agreement, the Software shall be entitled to the applicable license fee. If the term has expired, Grass Valley reserves the right to terminate the licensees immediately for failure to timely pay the applicable license fee. Notwithstanding the foregoing, (i) for GV Guardian Subscription Licenses, the term of any Subscription License 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 unless terminated prior to the end of the term agreed to in the Proposal. Unless otherwise specified on the applicable Proposal/Contract, the start date of the first Subscription Term shall be the date on which the GV Guardian and/or the GV Pace Software is made available to the Licensee. 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 provided 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) Licensee agrees that upon expiration or termination of the Subscription, Licensee 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, Licensee shall not transfer the Software, under an active applicable Support Agreement if the Subscription is expired or terminated. Each GV Licensee must provide a unique entitlement to use the Software on the first day of automatic renewal of the Renewal Term. 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 Foundation, GV Prime, 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.

2.3.8 Subscription Licenses purchased as part of the STRATUS Playout Software offering may be purchased on a monthly or annual basis as set forth in the applicable Proposal. STRATUS Playout Software shall be purchased with a Densité SSP (solid state playout) 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 Licensee 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 Licensee 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 Playout Software licenses (SPO) 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 immediately for failure to timely pay the applicable fee. If the Licensee terminates the Subscription during a Renewal Term, Grass Valley may charge the Licensee 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 Licensee.

2.3.9 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 and/or in a separate Subscription Agreement at the time of purchase shall apply.

2.3.10 Unless otherwise provided in a separate SAAS Agreement between Grass Valley and Licensee, 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. Licensee may not opt out of an Update or Upgrade.

2.3.11 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 shall apply to Grass Valley’s AMPP cloud based Software as a Service

2.3.12 The right to use Product related Grass Valley 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.

2.3.13 Licensee 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. Licensee 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, shall be the property of Grass Valley and all such copies shall be kept confidential and secure. Licensee acknowledges that all such copies bear Grass Valley’s or its licensor’s proprietary notices and any other copyright notice 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.

2.3.14 Licensee shall not use the Software or any copy, portion, extract or derivative thereof except as expressly authorized herein. Licensee 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, Documentation, 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 same or any part of the Software to be combined with or become incorporated in any other computer programs, (e) remove, obscure or, thereby or by 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, Licensee 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 Licensee 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 Licensee under this Agreement.

2.3.15 In the event that Licensee has to ensure interoperability of the Software with its computer environment and only to the extent required by mandatory provisions of applicable law, this Agreement shall not preclude Licensee from (a) reproducing software code within the Software and translating its form, provided that (i) such acts are performed by Licensee 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 Licensee, (iii) Licensee has requested in advance in writing that Grass Valley make such information available to Licensee 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 Licensee does so in the ordinary execution and running of the Software as expressly permitted hereunder. In no event may Licensee (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.

2.3.16 If the Software was provided subject to an activation or authorization procedure, or requires a validation key, Licensee may not use the Software, and shall have no rights to use the Software under this Agreement, 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.

January 2023
2.3.17 If the Software includes high resolution media access tools, Licensee will abide by the number and type of such media access tools set forth in the Documentation.

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

2.4 Third Party Software. Licensee 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 Licensee 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, or is accessible by Licensee at request 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 (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 or embedded or included within it. In the event of a conflict between these terms and the terms within the 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.

2.5 Data. Licensee’s use of the Software may result in the generation of certain information and data, which may include information concerning or specific to Licensee’s use of the Software (collectively “Data”). Licensee 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 Licensee’s use of the Software is in accordance with the terms and conditions of this Agreement.

2.6 If Licensee provides any suggestions, ideas, inventions, innovations, improvement or enhancement requests, feedback, recommendations, or other information to Grass Valley, regarding any or all of the services provided by Grass Valley, in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, “Feedback”), Licensee’s Feedback shall become the property of Grass Valley and you hereby transfers and assigns your rights in the Feedback to Grass Valley.

2.7 Acknowledgment. Licensee 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 Licensee in writing from time to time; c) Licensee accepts responsibility for the interoperability of the Software with equipment and software not provided by Grass Valley or not contemplated in the Documentation; d) Licensee 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) Licensee 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.

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

2.9 No Viruses. Grass Valley will use commercially reasonable efforts to verify that upon delivery to Licensee, the Software does not contain any of the most commonly known Viruses. However, Licensee 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.

2.10 Updates. Grass Valley may from time to time make available Updates and Upgrades and may provide such Work and Upgrades to Licensee, but is under no obligation to do so. The provision by Grass Valley to Licensee 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 Software or any prior version of any Software. Licensee acknowledges that Software will not automatically include, or provide a right to receive, any and all options or modules relating to such Software and such options and modules are or may be subject to additional fees.

2.11 Software License Termination.

2.11.1 Licensee may terminate the Software license at any time upon written notice to Grass Valley.

2.11.2 Grass Valley may immediately terminate the Software license if Licensee 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 Licensee 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 Licensee if Licensee (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.

2.11.3 Upon termination of the Software license, all rights granted to Licensee hereunder shall immediately terminate, and Licensee 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 Licensee’s possession or under its control and certify the completeness of such return or destruction.

2.11.4 Any section that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement. Without limitation of the generality of the foregoing, termination shall not affect Licensee’s obligation to pay any fees.

3. INTELLECTUAL PROPERTY

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 Software and their use. Licensee 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 this Agreement. Licensee acknowledges and agrees that Grass Valley (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, service marks, trade dress, 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).

January 2023
4. CONFIDENTIALITY

Each party acknowledges that during the term of this Agreement, 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 this Agreement 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 this Agreement (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 and/or access to the disclosing party’s Confidential Information, or received free of restriction from a third party not known by the receiving party to be in breach of any confidentiality obligation owed to the disclosing party with respect to such 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 this Agreement, the restrictions on the use or disclosure of Confidential Information shall expire three (3) years after termination or expiration of this Agreement. 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 this Agreement 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 unaired memories of its personnel.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Subject to the limitation on liability in Section 5.4, Grass Valley, at its own expense, shall defend any suit brought against Licensee insofar as it is based upon a claim that one or more of the Software, as and in the form provided by Grass Valley, fail to perform in any Territory where such Software is installed, directly infringe any third party’s copyright, and shall indemnify Licensee 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) Licensee 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.

5.2 In its defense or settlement of any claim, Grass Valley at its own election and expense may (i) procure for Licensee the right to continue using the Software or any infringing part thereof, (ii) modify such Software or any infringing part thereof so as to become non-infringing, (iii) replace the Software or any infringing part of the same with other software, as the case may be, of substantially similar capability or (iv) provide Licensee an opportunity to return the Software for a refund of the depreciated purchase price provided that the Licensee shall thereafter cease using the Software. The depreciation will be calculated at a rate of twenty-five percent (25%) per year on a straight-line basis.

5.3 Grass Valley and its Affiliates shall have no obligation and liability if the action or claim for infringement is due to (i) a Software designed, manufactured, or modified to the requirements of Licensee, (ii) Licensee’s use of the Software in combination with other equipment or software other than the equipment and/or software with which the Software was intended to be used; (iii) Licensee’s modification of the Software 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 Software by Licensee or any third party, (vii) use of the Software, other than the most recent version of the Software 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 Licensee; or (viii) use of the Software after notice of the alleged or actual infringement, from Grass Valley or any appropriate authority.

5.4 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 SOFTWARE OR ITS 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 PROFITS, COSTS, OR INCREASED 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 LICENSEE FOR ANY CLAIM OR RECOVERY OF ANY KIND HEREUNDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR THE SOFTWARE, OR FEES PAID FOR SERVICES AND/OR SUPPORT SERVICES AND/OR ANY ACTUAL OR ALLEGED INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY.

6. WARRANTY

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

6.1.1 Warranty for Standalone Software and Application Software provided with IT Hardware. Grass Valley warrants to Licensee that for a period of ninety (90) days 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 Software or Application Software is furnished to Applicable will be free of material defects in materials and workmanship under normal use; (ii) the 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 Licensee will be able to operate the Standalone or Application Software without problems or interruptions.

6.1.2 In order to exercise rights under the above warranty Licensee 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 available. 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 Licensee the fees paid to Grass Valley for the affected Standalone or Application Software and such refund shall be Licensee’s sole and exclusive remedy in respect of any defective Standalone or Application Software.

6.1.3 During the Standalone Software and Application Software provided with IT Hardware Warranty Period, Licensee is eligible to download Updates (as defined herein) commercially released and generally made available by Grass Valley, but Licensee is not eligible to download Upgrades (as defined herein) unless Licensee has separately purchased from Grass Valley the appropriate Support Agreement allowing for the same. After such Warranty Period, Licensee is not eligible to download either Updates or Upgrades unless, in each case, Licensee has separately purchased from Grass Valley the appropriate Support Agreement allowing for the same. For Licensee
6.2 Warranty for Embedded Software

6.2.1 Warranty for Embedded Software. Grass Valley warrants to Licensee that for a period of fifteen (15) 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 Licensee will be able to operate the Embedded Software without problems or interruptions. In order to exercise rights under the above warranty Licensee 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 Licensee the fees paid to Grass Valley for the affected Hardware in which the Software is Embedded.

6.2.2 For Embedded Software, Licensee is entitled to Updates only but not Upgrades during the Warranty Period.

6.3 Warranty Exclusions. In order to obtain service under the applicable warranty above, Licensee must notify Grass Valley of the defect before the expiration of the applicable warranty period and make suitable arrangements for the performance of service. 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 Software in violation of the license granted by Grass Valley or in a manner inconsistent with the Software instructions; (ii) use of non-Grass Valley furnished equipment, software, or facilities with Software; (iii) failure to follow installation, operation, maintenance or care instructions; (iv) failure to permit Grass Valley to determine the cause of a defect in GRASS VALLEY EQUIPMENT; (v) failure to provide all information, including the Software media, to Grass Valley so that it can determine and repair the defect; (vi) if Updates and/or Upgrades are not made available to Licensee; or (vii) virus or malware that comes into contact with the Software after the date of shipment. Grass Valley shall not be obligated, in any event, to reimburse Licensee 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 Software; (b) to repair damage resulting from improper use or connection to incompatible equipment; or (c) if service is requested on a Software 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 Software 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 SOFTWARE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO LICENSEE FOR BREACH OF STANDARD LIMITED WARRANTY FOR 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.

6.4 Third Party Products. Notwithstanding anything to the contrary in this Agreement, 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 Licensee any such warranties to the extent authorized. Exercise of such warranty shall be directly between Licensee and the third party provider.

7. Export Restrictions. Licensee 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 Licensee resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with all export restrictions applicable to such transfer and Licensee hereby agrees to indemnify and hold Grass Valley harmless against any and all losses, damages and costs resulting from any non-compliance by Licensee. 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, Licensee 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.

8. 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, 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 determined accordingly extended.

9. Waiver. The failure of either party to enforce any provision of this Agreement 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 this Agreement shall be construed as a waiver of any other breach of such term or condition.

10. Assignment. Licensee may not assign or otherwise transfer its rights or obligations under this Agreement 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 assignment to any such assignee, Licensee 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 this Agreement and any Purchase Order.

11. Applicable Law. The construction, validity and performance of this Agreement and any dispute, claim or obligation under it (whether contractual or non-contractual) shall be governed as set forth in this Section 11. For purchases made in Japan of Software which will be located in and/or performed in Japan, the laws of Japan will apply. For Licensees located in the Asia Pacific region, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved by the courts of the State of Internal Arbitration. Any dispute arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be resolved by arbitration in the form of internal arbitration, 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 Licensees located in the UK, 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. For Licensees located elsewhere in Europe, the construction, validity and performance of these Terms and Conditions, and any dispute, claim or obligation under it will be governed by the laws of the Netherlands and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Netherlands. 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 govern. For all other Licensees, 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. Each of the parties consents the jurisdiction of the courts of State of Delaware, United States. This Agreement 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.
12. **NOTICES.** All notices shall be given in writing and deemed effective upon receipt. Notices to Licensee 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 in the Proposal/Contract.

13. **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid by court decision, this Agreement 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.

14. **LANGUAGE.** This Agreement 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 Agreement be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirmé leur demande que ce contrat soit rédigé en anglais.

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

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

17. **USE OF LICENSEE NAME.** In consideration of the Software purchased pursuant to any Proposal/Contract, Licensee agrees that Grass Valley may use Licensee's name and logo to identify Licensee 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. Licensee agrees that Grass Valley may issue a press release identifying Licensee as a Grass Valley customer and describing the nature of the Software to be provided. The content of any press release using Licensee's name will be subject to Licensee's prior approval, which will not be unreasonably withheld.

18. **INTEGRATION.** Except for Licensees purchasing under Grass Valley's Global Terms and Conditions of Sale, this Agreement is the complete and exclusive statement of the mutual understanding between Grass Valley and Licensee and supersedes all previous written and oral agreements and communications relating to the subject matter hereof. If Licensee has purchased the Software under Grass Valley's Global Terms and Conditions of Sale, this Agreement is meant to be consistent with and of the same force and effect as Section 6 of those Global Terms and Conditions of Sale. For Licensees purchasing under Grass Valley's Global Terms and Conditions of Sale, in the event of any conflict between this Agreement and the Global Terms and Conditions of Sale, the Global Terms and Conditions of Sale shall control.

19. **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.

20. **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. Licensee 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 Licensee 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 Licensee as a customer reference in business dealings with potential customers, Grass Valley financing matters and in press releases.

21. **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.

22. **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.

23. **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.

24. **DATA PROTECTION.** Licensee 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, which 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, or 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 any and 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.