



## GRASS VALLEY SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, effective as of the Effective Date (as defined below), is entered into by and between Grass Valley, and entity identified in the signature block below, on behalf of itself and/or any of its Affiliates (“**Grass Valley**” or “**GV**”) and the party identified in the signature block below (“**Customer**”).

Grass Valley and Customer are each a “**Party**” and collectively the “**Parties**”.

### 1. **General.**

This Agreement governs Customer’s use and access to SaaS Services. The terms and conditions on any Customer’s terms and conditions of purchase, or other business forms that Customer may use in connection with purchasing SaaS Services, including terms and conditions under any 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.

The term “purchase” when used herein with respect to SaaS Services means to acquire a license to use SaaS Services (not to acquire ownership of intellectual property rights to such SaaS Services).

### 2. **Right to Use and Intellectual Property.**

2.1 Right to Use. During the Term Customer may access and use the SaaS Services in accordance with the Agreement.

2.2 Fees. The right to access and use the SaaS Services is conditional upon Customer’s payment of Fees in accordance with this Agreement.

2.3 Intellectual Property Rights. Grass Valley or its relevant Affiliate (“**Grass Valley IP owner**”) retains exclusive ownership of all intellectual and property rights vested in or associated with the Technology. Subject to the terms of this Agreement, Grass Valley IP owner grants to Customer a limited, royalty-free, revocable, non-exclusive, non-transferrable license to use the Technology solely in connection with Customer’s permitted use of SaaS Services during the Term. The Customer will not acquire any ownership or any intellectual property rights regarding the Technology. It is deemed that all right, title, and interest, including any adaptations or derivative works of the Technology, and all related intellectual property rights worldwide, remain the property of Grass Valley IP Owner.

2.4 Documentation. Customer may make, for its internal use and only in conjunction with the use of SaaS Services, a reasonable number of printed copies of the Documentation, provided Customer includes all Grass Valley copyright legends and all other proprietary notices in the Documentation copies it produces.

### **3. Third Party Use.**

3.1 Sharing of Tenancies. Customer may permit its Affiliates, customers and contractors (each, an “Associate”) to access and use SaaS Services. By sharing any Tenancy with any Associate, Customer acknowledges that: (a) the content, applications and workflows of such shared Tenancy will be accessible and visible to all Users of Customer and such Associate; (b) all Consumption Time related to such shared Tenancy will be invoiced to Customer; and (c) there will be no separate billing per Associate. Customer is solely responsible for ensuring that all obligations and liabilities with respect to such shared Tenancy are complied with.

3.2 Flow-down of Terms. Customer must inform each Associate of the terms and conditions governing such Associate’s access and use of the SaaS Services as set forth herein and shall cause each Associate to comply with such terms and conditions. If Customer learns that any Associate is in breach of such terms and conditions, Customer must promptly: provide Grass Valley with written notice of such event; and Grass Valley may request that the Customer terminates such Associate’s right to access and use the SaaS Services and all related Security Credentials. Also, Grass Valley may remove any access rights to SaaS Services of such Associate in breach.

3.3 Customer’s Responsibility. Customer is always responsible and liable for the actions of any Associate as well as all for any acts and omissions of its Associates as if such actions or omissions were performed by Customer.

### **4. Restrictions on the Right to Use.**

4.1 Restrictions on Copying and Downloading. Customer must not, and must not allow any Users or any other third party, to copy, download, or reproduce the Technology, or any component thereof, except to the extent that (a) Grass Valley has designed portions of the Applications to be downloaded and installed onto Customer Devices, and (b) the Platform Administrative Tools enable Customer to download such Applications as described in the applicable Documentation.

4.2 Restrictions on Reverse Engineering and Modification. Customer must not (directly or indirectly) allow any Users or any other third party to: (a) modify, enhance, adapt, improve or create derivative works of any Technology; (b) decompile, disassemble, decrypt or reverse engineer any source code of any Technology; (c) remove, alter or modify any product identification, trademark, copyright, patent, or other notices or markings contained in, displayed by, or provided with any Technology; or (d) access and/or modify any administrative part of any Technology not intended to be configurable by the User.

4.3 Restrictions on Use. Customer must not: (a) bypass or circumvent any login credentials (including usernames and passwords), login information, access keys, physical and electronic keys, authentication steps, security codes or any other security controls of Grass Valley or its Affiliates, licensors or suppliers (collectively, “Security Credentials”); (b) interfere with, disable, disrupt the integrity or performance of the Platform; or (c) violate the applicable Documentation or any other usage restrictions displayed within any Technology.

## 5. Grass Valley Responsibilities.

5.1 Information Security. Consistent with its current practices and procedures, Grass Valley will maintain and enforce commercially reasonable safety and physical security procedures with respect to SaaS Services and the Service Level Support.

5.2 Compliance with laws. Grass Valley warrants its current and continuing compliance with all laws and regulations applicable to it in connection with the operation of Grass Valley's business as it relates to SaaS Services and the Service Level Support.

5.3 Variation in suite of Applications. Grass Valley may remove or deactivate any Application whenever (a) Grass Valley decides to end the life of such Application, in which case Grass Valley will make such information available at least three (3) months in advance through Platform Administrative Tools, or (b) the operation of such Application relies on third-party software or services no longer available, in which case Grass Valley will make available such information as soon as reasonably possible through Platform Administrative Tools.

5.4 Suspension of SaaS Services. Grass Valley may, at any time, suspend SaaS Services and/or Customer's and Users' access to SaaS Services: (a) if Customer fails to pay invoices on time upon fifteen (15) days' notice; (b) if Customer is in material breach of this Agreement; or (c) if such suspension is necessitated by Grass Valley's third-party hosting providers. In case of (b) and (c) above, Grass Valley will inform Customer promptly of any such suspension. Grass Valley will not be liable for failure to provide SaaS Services during any suspension under this Section.

5.5 Audit. During the Term and for a period of two (2) years following the expiration or termination of this Agreement, Grass Valley will have the right to audit Customer's compliance with the terms of this Agreement. In the event the audit reveals that Customer underpaid any fees or charges owed to Grass Valley, Customer will be obligated to 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 the audit, Customer will be obligated reimburse Grass Valley for its costs of conducting such audit.

## 6. Customer Responsibilities.

6.1 Compliance with Laws. Customer is solely responsible for all actions in respect of the Tenancy and it undertakes to follow all local and international laws pertinent to its use of SaaS Services, especially laws concerning data protection and privacy.

6.2 Security of SaaS Services. Customer is obligated to: (a) keep SaaS Services and Tenancies protected from unauthorized access; (b) keep all Security Credentials confidential and make them solely accessible to their Users; (c) ensure Customer Devices are secure and prevent any unauthorized access to SaaS Services; (d) maintain and enforce commercially reasonable safety and physical security procedures; and (e) inform Grass Valley without undue delay about any unauthorized activities or violations related to SaaS Services or Security Credentials.

6.3 Technical Requirements. Customer is responsible for procuring 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 SaaS Services and satisfy any other technical requirements for SaaS Services. Customer is responsible for ensuring that Customer Devices and all other Third Party Materials meet or exceed the minimum

technical requirements set forth in the Documentation and as otherwise made available by Grass Valley from time to time. Future Updates or Upgrades may have different or additional technical requirements.

6.4 Updates and Upgrades. Where SaaS Services are designed to support a multi-tenant cloud-based offering, Grass Valley will make Updates and Upgrades available in Grass Valley's sole discretion. Customer must update and upgrade the Applications and any provided Grass Valley software as any delay or failure may impact SaaS Services performance and security. Updates and Upgrades are licensed on the same terms as the terms applicable to SaaS Services under this Agreement.

## **7. Customer Data.**

7.1 Ownership; Responsibility. Grass Valley does not own Customer Data. Customer is solely responsible for the accuracy and legality of Customer Data, including Personal Data, as submitted or used through SaaS Services, and Customer's right to use them.

7.2 Licenses to Grass Valley. Customer hereby grants Grass Valley and its Affiliates and subcontractors a worldwide, non-exclusive, non-transferable (except as permitted under Section 14.5 Assignment), a royalty-free, limited and fully paid license to Grass Valley and its Affiliates and subcontractors to process Customer Data solely for the purposes of providing SaaS Services to Customer during the Term.

7.3 Warranty regarding Customer Data. Customer warrants that it has obtained all necessary approvals and permissions to process Customer Data, including Personal Data, through SaaS Services. Customer also undertakes to ensure that such data does not violate any legal or proprietary rights of others.

## **8. Fees and Payment.**

8.1 Nature of Orders. Each Order is binding and non-cancellable.

8.2 Fees, Invoicing and Payment. Fees will be invoiced monthly. All Fees will be due within thirty (30) days after the date indicated on Grass Valley's invoice. Grass Valley will make available to Customer the consumption statistics in the Platform Administrative Tools. All past due amounts will bear interest from the due date at the greater of (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate permitted by law. In case of any payments made with a credit card by business Customers, a processing fee of up to 3% of the invoice value will apply, as allowed by the applicable law.

8.3 Determination of Consumption Fees. Consumption Fees will be determined based on Application Workloads that, when used, have the Status of running (e.g., on). As an illustrative example, for each Application Workload used on a Consumption basis, the Consumption Fee will be calculated by multiplying together the following: the Token Price, the applicable Token Rate, and the Consumption Time for such Application Workload.

8.4 Determination of Subscription Fees. For each Application Workload used through a Subscription, the Subscription Fee is specified in the Platform Administrative Tools. If any Subscription begins after the first day of any calendar month, Customer will be charged a full Subscription Fee for such month. The Subscription Fee in effect on the date of the Order for the relevant Application will remain fixed for such Application for the duration of the Subscription. Subscription Fees will be invoiced by Grass Valley on such Subscription start date.

8.5 Determination of the Service Level Support Fees. Service warring are set forth in the Platform Administrative Tools.

8.6 Volume Commitment. Grass Valley's may offer an annual volume commitment mechanism, where the Customer agrees to purchase specific volume of Tokens in exchange of discount (Volume Committed Spend). Unless otherwise specified in Grass Valley's proposal (i) the entirety of the purchased Tokens will be available to Customer upon placing an applicable Order, or (ii) Grass Valley will invoice the amount of the Volume Committed Spend in equal instalments over the Term.

8.7 Fee Changes. Grass Valley may unilaterally change the Fees. Grass Valley will make available information to that effect at least 90 days in advance through the Platform Administrative Tools.

8.8 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) SaaS Services or their use; (c) the license granted hereunder; or (d) this Agreement (collectively, "**Taxes**"). In addition to the payments otherwise due under this Agreement, Customer must pay all Taxes. If Grass Valley is required to collect and pay Taxes (except for Taxes based on Grass Valley' income), Grass Valley will invoice Customer for such Taxes, and Customer will be obligated to pay such invoice in accordance with this Section 8.

## **9. Termination.**

9.1 For Cause by Grass Valley. Grass Valley may terminate this Agreement by prior written notice to Customer if Customer defaults on any material term of this Agreement, and fails to cure such default within thirty (30) calendar days. Notwithstanding the foregoing, Grass Valley may terminate this Agreement immediately upon written notice if Customer defaults on any of the following Sections of this Agreement: Section 2 (Right to use, Intellectual Property), Section 4 (Limitations on the right to use), Section 6 (Customer Responsibilities), Section 8 Fees and Payment, or Section 13 (Confidentiality).

9.2 For Cause by Customer. Customer may terminate this Agreement by prior written notice to Grass Valley if Grass Valley defaults on any material term of this Agreement, and fails to cure such default within thirty (30) calendar days after Grass Valley's receipt of written notice from Customer indicating the default and Customer's intention to terminate.

9.3 Effect of Termination. Upon non-renewal, termination, or expiration of this Agreement for any reason (a) Customer's License under SaaS Services will terminate and (b) Customer's access to SaaS Services may be disabled by Grass Valley without notice. Termination will not relieve Customer's from its obligation to pay all fees that have accrued or are otherwise owed by Customer hereunder.

9.4 Access to Customer Data. If applicable, and subject to payment of applicable fees specified in Grass Valley's proposal or the Platform Administrative Tools, upon termination or expiration of this Agreement and upon Customer's request, Grass Valley will provide Customer with access to Customer Data stored within the Platform (excluding certain configuration data) for a period not to exceed sixty (60) calendar days to permit Customer to download its Customer Data.

## **10. Warranty Disclaimer.**

10.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRASS VALLEY OFFERS NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SAAS SERVICES. GRASS VALLEY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, AND NON-INFRINGEMENT. GRASS VALLEY DOES NOT WARRANT THAT

SAAS SERVICES OR THE SERVICE LEVEL SUPPORT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT SAAS SERVICES OR THE SERVICE LEVEL SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF DOWNTIME, OR THAT DEFECTS IN 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.

## **11. Limitation of Remedies and Liability.**

11.1 CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, OR LOSS OF PROFITS).

11.2 LIMITATION OF DAMAGES. IN NO EVENT SHALL GRASS VALLEY BE LIABLE FOR ANY DAMAGES OR OTHER AMOUNTS ARISING FROM OR RELATING TO THIS AGREEMENT IN EXCESS OF THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

11.3 BASIS OF THE AGREEMENT. THE LIMITATIONS PROVIDED ABOVE IN THIS SECTION 11 SHALL APPLY TO ANY CLAIMS FOR 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 ARISING.

Customer acknowledges that Grass Valley 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 constitute the essence of the bargain between Customer and Grass Valley. Customer acknowledges that the limitations, exclusions, or disclaimers in this Agreement will survive the expiration or termination of this Agreement for any reason and they will apply even if the exclusive remedies set forth in this Agreement have not been found to perform their essential purpose.

## **12. Indemnification.**

12.1 Indemnification by Grass Valley. Subject to the limitations in Section 11.2, Grass Valley agrees to indemnify, defend, and hold harmless Customer and Customers' employees, officers, and directors, and pay the amount of any adverse final judgment (or settlement to which Grass Valley consents) under a third-party claim against Customer, that SaaS Services infringe any patent, copyright, or trademark. Grass Valley's obligation to indemnify Customer will survive the expiration or termination of this Agreement for any reason.

12.2 Indemnification by Customer. Customer agrees to indemnify, defend, and hold harmless Grass Valley, its Affiliates and their respective employees, directors, officers, (collectively, "**Grass Valley Indemnitees**"), against all Losses relating to or arising from (a) Customers', Associates', or Users' use of SaaS Services, or (b) any Associate's or third-party's claim relating to or in connection with any Customer Data or any Personal Data. Customer's obligation to indemnify Grass Valley Indemnitees will survive the expiration or termination of this Agreement for any reason.

12.3 Claim Procedure. The provisions specified in Section 12.1 and 12.2 regarding the defense or indemnity are only applicable if the party invoking them: (a) promptly notifies the other Party in

writing of the alleged claim; (b) gives the other Party full control over the defense and settlement, if any, of the claim; (c) provides the other Party with full cooperation and assistance in the defense of the claim; and (d) where Customer seeks indemnity or defense, fully complies with Grass Valley's direction to cease any use of the potentially infringing SaaS Services.

12.4 Grass Valley's corrective actions. For any claim under Section 12.1 Grass Valley may, at its expense, 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) replacing or modifying 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 continue to use the allegedly infringing SaaS Services or replace or modify SaaS Services to make them non-infringing as set forth above, Grass Valley may terminate this Agreement in whole or in part.

12.5 Limitations. The obligations set forth in Section 12.1 (Indemnification by Grass Valley) will not apply, and Grass Valley will have no obligations with respect to any claim or infringement arising out of (a) any alteration, modification, or revision of the SaaS Services not performed by Grass Valley, or (b) the combination of the SaaS Services with materials not supplied by Grass Valley (including Customer Devices and any Third Party Materials), where the alleged infringement would not exist without such combination. Moreover, Grass Valley will have no liability for any intellectual property infringement claim (including any claim) based on Customer's use of SaaS Services after it has received Grass Valley's notice that Customer should cease use of such SaaS Services.

### 13. Confidentiality.

13.1 Confidential Information. "**Confidential Information**" refers to any information or material deemed confidential by a Party or received under conditions implying confidentiality. For Grass Valley, this includes the terms of this Agreement, its technical, business, and financial information, services provided (including SaaS Services and the Service Level Support), Documentation, and other Technology, along with related trade secrets. Each Party retains ownership of its Confidential Information. There are no obligations for either Party regarding Confidential Information if such Confidential Information (a) becomes public through no fault of the receiving Party; (b) was already known by the receiving Party, with proof thereof predating its receipt; (c) is legally obtained from a third party; (d) is independently developed by the receiving Party; or (e) must be disclosed in order to meet legal or regulatory requirements, with prior notice given to the disclosing Party.

13.2 Protection of Confidential Information. Both Parties agree to keep each other's Confidential Information strictly confidential. A Party receiving Confidential Information must not (a) share it with any third party, except as required by law, although Customer can share SaaS Services and Tenancy information with Associates as per this Agreement, or (b) use it for any purpose other than fulfilling its obligations under this Agreement. Reasonable efforts must be made to prevent unauthorized use or disclosure. This Section 13 will continue to apply even after this Agreement terminates or expires.

### 14. Miscellaneous.

14.1 Notices. Notices under this Agreement must be in writing and will be deemed given (a) three days after being mailed (by certified or registered mail), or (b) upon delivery if sent by email, to the most recently provided address or email provided, unless otherwise updated in writing.

14.2 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.

14.3 Force Majeure. If either Party is unable to perform any part of this Agreement owing to events beyond their reasonable control, such as natural disasters, third-party issues, government actions, civil unrest, strikes, technological failures, or internet problems, this will not be deemed to constitute a breach of this Agreement, nor will it give rise to any claims for damages.

14.4 Governing Law and Jurisdiction.

14.4.1 Asia Pacific. If Customer is located in the Asia Pacific region, then this Agreement will be governed by the laws of the State of Delaware. Any disputes will be resolved through arbitration in Singapore following the rules of the Singapore International Arbitration Centre, with proceedings being held in English.

14.4.2 Europe and the UK. If Customer is located in Europe or in the UK, then this Agreement will be governed by the laws of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of English courts.

14.4.3 US and Other Regions. If Customer is located in the United States or in another country or region, other than those specified above in this Section:

This Agreement will be governed by the laws of the State of Delaware without giving effect to any conflict of laws principles; (b) the courts of the State of California (state and federal) will have sole and exclusive jurisdiction over any and all disputes arising from, under, out of, relating to, or in connection with this Agreement; (c) venue for any dispute will be in the State Court in Los Angeles County, California or in the United States District Court for the Central District of California; and (d) the Parties undertake not to assert as a defense lack of personal jurisdiction or *forum non conveniens*.

14.4.4 Language. Notwithstanding anything to the contrary contained herein, this Agreement has been executed in English and will be interpreted in the English language.

14.4.5 Exclusions. 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 will not apply to this Agreement or any transactions hereunder.

14.4.6 Assignment. Neither Party may assign or otherwise transfer this Agreement. Notwithstanding the above, either Party may assign this Agreement, in whole or in part, to any of its present or future Affiliates or to any third party or its successor in connection with a contractual assignment, merger, acquisition or sale of all or substantially all assets of each Party.

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

14.6 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 yet to be performed; or (c) by their nature would be intended to be applicable following such expiration or termination.



- 14.7 Public Announcements and Marketing. Neither Party may issue any press release or make any other public communication with respect to this Agreement without prior consent of the other Party.
- 14.8 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.

## 15. Definitions

The following terms will have the following meanings while other terms are defined parenthetically throughout this Agreement:

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

“**Agreement**” means this Software as a Service Agreement, which includes any and all ancillary documents incorporated herein by reference.

“**AMPP**” means Grass Valley’s cloud-accessible system of software and hardware identified as the Agile Media Processing Platform™ or AMPP®.

“**Applicable Data Protection Laws**” means: (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 law or regulation related to data protection or data privacy that applies to either Party from time to time.

“**Applications**” means individual software applications (excluding source code) generally released and made available in the Platform, together with any other software (excluding source code) hosted by Grass Valley or otherwise made available by Grass Valley to Customer pursuant to this Agreement.

“**Application Workload**” means a single copy of any Application generated by Grass Valley.

“**Associates**” has the meaning set forth in Section 3.1.

“**Consumption**” means use of an Application Workload of the relevant Application on a time increment basis without a Subscription.

“**Consumption Fee**” means, with respect to each Application Workload used without a Subscription, the product of the following: the applicable Token Price, the applicable Token Rate, and the Consumption Time.

“**Consumption Time**” means, with respect to each Application Workload, the amount of time that elapses while such Application Workload is used.

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

“**Customer Device**” means any means a single physical computer or cloud compute instance, tablet, mobile device, or other hardware possessed and controlled by Customer or any Users to access and use SaaS Services.

“**Documentation**” means all documentation and information provided by Grass Valley to Customer or any User (as updated from time-to-time by Grass Valley) that describes technical, functional or other aspects of any Technology.

“**Effective Date**” means the earlier of (i) the date when Customer places an Order, or (ii) the date of signature of this Agreement by the Parties.

“**Fees**” means all fees and charges owed by Customer in accordance with this Agreement, including but not limited to Consumption Fees and Subscription Fees.

“**Losses**” means liability, damages, losses, lost profits, fines, penalties, costs and expenses (including reasonable attorneys’ fees and expenses).

“**Order**” means, with respect to the applicable offering, the earlier of: (a) any purchase of such offering that is submitted or otherwise provided by Customer or any User to Grass Valley, including issuance of a purchase order by Customer, or (b) Customer’s or any User’s access to or use of such offering.

“**Personal Data**” has the meanings given in Applicable Data Protection Laws, including any equivalent definitions under laws applicable outside the European Union. Customer appoints Grass Valley as a processor to process Personal Data of Customer and Associates if applicable, and Customer agrees that the Data Processing Addendum 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 Data Protection Laws.

“**Platform**” means AMPP, including the Applications available at AMPP and any Updates and Upgrades to the Platform that may be provided by Grass Valley in its sole discretion pursuant to this Agreement.

“**Platform Administrative Tools**” means resource management tools of the Platform (including resource manager, billing portal, documentation hub or app store) that enable Customer to manage or control applicable Tenancies, including submitting Orders, changing Orders, deploying Application Workloads, viewing the Status of each Application Workload, and setting certain changes to Subscriptions in accordance with this Agreement.

“**SaaS Services**” means cloud-based services provided by Grass Valley under this Agreement. For clarity, SaaS Services do not include software development services of any kind.

“**Security Credentials**” has the meaning set forth in Section 4.3.

“**Service Level Support**” means the support offered and provided in connection 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. Such SaaS Service Level Agreement is hereby incorporated into this Agreement by reference. The Service Level Support does not include support for any hardware.

“**Status**” means the actual status of the relevant Application Workload, which may vary between the running status (e.g., on), the ready status (e.g., off), the provisioning status, and any other statuses displayed within the Platform Administrative Tools.



“**Subscription**” means the right to an unlimited amount of time to use the Ordered quantity of Application Workloads of the relevant Application on a subscription basis during the applicable Subscription Period.

“**Subscription Fee**” means the Fee owed for the applicable Subscription for each one of the Application Workloads of the relevant Application.

“**Subscription Period**” means the period of the applicable Subscription that Customer orders.

“**Technology**” means AMPP, the Platform (including the Platform Administrative Tools), Applications, Documentation, Tenancies, APIs and other related technology.

“**Tenancy**” means an area of the Platform created for the use of Customer, shared with all Users. Customer can enable access and use of the Platform with unique Security Credentials for each User.

“**Term**” means 12 months, unless otherwise agreed by the Parties.

“**Token**” means the digital units of credit (not money or currency) usable to track the purchase of Consumption Time.

“**Token Price**” means the amount charged per Token as set forth in the **Platform Administrative Tools**.

“**Token Rate**” means, with respect to each Application, the quantity of Tokens corresponding to the time increment.

“**Updates**” means any bug fixes and minor enhancements to the Platform 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.

“**Upgrades**” means any enhancements to the Platform 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.

“**Users**” means Customer’s employees, Associates (if any), and the employees of any such Associates.

IN WITNESS WHEREOF, the Parties have executed this Software as a Service Agreement as of the date written below.

Grass Valley \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
 (“Customer”)

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

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

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

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