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2.11 <u>Software License Termination</u>.

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.   <u>INTELLECTUAL PROPERTY</u>

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

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 forgoing, 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 unaided 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 and in the 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 REVENUES, INCOME OR PROFITS, COSTS OF CAPITAL, DAMAGE TO ASSOCIATED PRODUCTS OR EQUIPMENT OR TO FACILITIES, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, COSTS ASSOCIATED WITH DOWN TIME, COSTS OF REPLACEMENT POWER, AND ANY SIMILAR OR DISSIMILAR LOSSES, COSTS OR DAMAGES. FURTHERMORE, GRASS VALLEY AND ITS AFFILIATES' LIABILITY TO 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 WITH RESPECT TO WHICH SUCH A CLAIM OR RECOVERY IS MADE. THIS LIMITATION SHALL NOT APPLY TO LIABILITY THAT BY LAW CANNOT BE SO RESTRICTED.

5.5 THE FOREGOING SECTIONS SET FORTH LICENSEE'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, AND GRASS VALLEY'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY, WITH RESPECT TO LICENSEE, ANY PURCHASE ORDER, THE PURCHASE, SALE AND USE OF ANY SOFTWARE, SERVICES AND/OR SUPPORT SERVICES AND 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 Standalone Software or Application Software is furnished, if applicable, will be free of material defects in materials and workmanship under normal use; (ii) the Standalone Software or Application Software conforms to its published Specifications, if any; (iii) in no event does Grass Valley warrant that the Standalone Software or Application Software is error free or that 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

convenience, Grass Valley may provide a list of software and/or hardware requirements for satisfactory operation of its Updates or Upgrades. Nothing stated herein, entitles Licensee to free integration services, or to free hardware or software products or improvements (whether from Grass Valley or a third party manufacturer) which may be required for the satisfactory operation of any related Update or Upgrade. Such services or improvements, if available, may be purchased separately for the applicable fee. Notwithstanding the foregoing, if the license is a term license as described in Section 2.2 hereof, Licensee is not entitled to Updates or Upgrades beyond the term of the license.

6.2   **Standard Limited 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 timely access, remote or otherwise, to Software; (v) failure to implement all new Updates to Software to the extent such Updates are made available to Licensee; or (vi) 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) to service 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 any 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, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

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 agreement to any such assignment, 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 referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English. For 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 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 consent 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.

January 2023

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, confirment 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 to 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.