

## Terms of Service for Vidinet SaaS

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### 1 Definitions

"**Administrator**" shall mean the administrator of a Client Account who configures the Software Application and is responsible for the Users and ordering/usage of the Service within the Client Account.

"**Client**" shall mean the client contracting party.

"**Client Account**" shall mean the Client's Vidinet account.

"**Service**" is defined in section 2.1.

"**User**" shall mean a single user of the Service.

### 2 Scope of Service

- 2.1** Subject to the terms and conditions of these Terms of Service, Vidispine AB (hereinafter referred to as "Vidispine") provides the Client with the following Portal, Software Application(s) and Third Party Service(s) on the basis of a Public Cloud for access via a telecommunications connection for use during the agreed term solely on the basis of these Terms of Service.

— **Portal:** Vidinet Dashboard

— **Software Application(s):** Vidispine Server API, Vidispine Transcoder, VSA (Vidispine Server Agent).

— **Third Party Service(s):** Provided by third party service provider(s) for which separate license terms and/or service descriptions apply exclusively.

— **Public Cloud:** Amazon Web Services (AWS).

Portal, Software Application(s), Third Party Service(s) and Public Cloud are together hereinafter referred to as "the Service".

- 2.2** The offer to use the Service is directed exclusively at companies, i.e. legal or natural persons or legal entities acting in the exercise of their commercial or independent professional activities.
- 2.3** By registering via the registration form, the Client confirms it is a legal entity and that the Client's subscriber is authorized to accept these Terms of Service on the Client's behalf.

### 3 Third Party Service and Software Application

- 3.1** Additional license terms and/or service descriptions may apply to purchases of Third Party Services ("Third Party Terms") and additional service descriptions apply to the purchase of the Software Application ("Software Application Description"). Client agrees to fully comply with such Third Party Terms and/or Software Application Descriptions and will fully indemnify and hold harmless Vidispine in relation to any losses arising as a result of any breach of the same.
- 3.2** If there is a conflict between these Terms of Service and any Third Party Terms or Software Application Description, the Third Party Terms or Software Application Description, as applicable, shall supersede these Terms of Service only as regards the specific Third Party Service and/or Software Application, and these Terms of Service shall prevail in all other respects.

### 4 Overview of functions / technical prerequisites for use

- 4.1** The valid functional scope at the time of the conclusion of the contract, as well as the technical requirements for the use of the Service, can be found in the Client Account or on the product website ([www.vidispine.com](http://www.vidispine.com)) of the Service.

### 5 Contract term and termination

- 5.1** The use of the Service requires the successful registration and opening of a Client Account.
- 5.2** By completing and submitting the registration form, the Client applies for the opening of a Client Account. The Client must fully and accurately fill in the required fields of the registration form and agree to be bound by these Terms of Service.

- 5.3** The contract is concluded by Vidispine accepting the registration. The contract shall either be expressly accepted or shall be deemed to be accepted by granting access to Service.
- 5.4** The contractual term begins with the successful opening of the Client Account. Subject to the termination provisions set out herein, the contract period of the Client Account runs for an indefinite period. By default, Client will not have any Software Applications or Third Party Services provisioned. Client has the option to purchase Software Applications and Third Party Services at any time.
- 5.5** During the contract period, the Administrator may create or delete Users for the use of the Service at any time. The Administrator has access to the corresponding functions for User administration in the Client Account.
- 5.6** Unless otherwise agreed in writing, Client may terminate its Client Account at any time by providing written notice to Vidispine. Software Applications and/or Third Party Services existing at the time of such termination shall be immediately terminated.
- 5.7** The contractual term of the Software Application and/or the Third Party Services can be seen in the order purchase process of a Software Application or Third Party Service and can be terminated by each party serving written notice at any time.
- 5.8** Vidispine reserves the right in its sole discretion to close the Client's Account when all Software Applications and all Third Party Services are terminated and the Client's Account stays unused for a period of at least 3 (three) months after the termination date of the respective Software Application and/or Third Party Service.
- 5.9** The termination of a single Software Application or a single Third Party Service has no effect on the Client Account.
- 5.10** Usage fees paid in advance will not be refunded in the event of termination.
- 5.11** Both parties may terminate the contractual relationship extraordinarily for material breach. For Vidispine, a material breach exists, but is not limited to, any default by Client in paying the usage fees, or if Client violates any other contractual obligation of these Terms of Service. A party ("Non-Breaching Party") may only terminate pursuant to this clause after having given the other party ("Breaching Party") at least 30 (thirty) days' written notice specifying such breach and the Breaching Party has failed to remedy the breach within such period.
- 5.12** All notices of termination must be in writing or in text form (e-mail) to be effective. If Vidispine provides an appropriate termination function, the contractual relationship can also be effectively terminated within the Client Account. Vidispine may also send notice of termination to the e-mail address provided by the Client.

## **6 Prices and billing model**

- 6.1** Usage fees: The amount of the monthly usage fee for the Service depends upon conclusion of the contract effective prices, ordering and the consumption of Software Application and/or Third Party Service. The current prices/usage fees can be viewed in the Client Account and/or on the product website of the Service (<https://www.vidispine.com>).
- 6.2** Unless otherwise agreed, the usage fees will be invoiced monthly at the end of a calendar month ("billing period"). Invoices are due 14 days after issue without deduction.
- 6.3** If the Client defaults on its payment obligation, Vidispine is entitled, in its absolute discretion, to suspend and/or terminate the Service without prior notice to Client. The temporary suspension of the Service does not affect the Client's payment obligations.
- 6.4** Unless otherwise agreed, all prices are quoted in Euro or US Dollars, plus the applicable statutory sales tax.

## **7 Initial setup**

- 7.1** When the Client Account is set up, an Administrator will be nominated by the Client.
- 7.2** The Administrator is entitled to manage the Client Account, configures the Software Application and is responsible for the Users and ordering/usage of the Service within the Client Account.
- 7.3** Vidispine will provide the Client with user documentation to operate the Service.

## **8 Termination of the Service/ Exit**

- 8.1** Upon termination of the Service, Vidispine will block the Client Account and all Users; all associated data will be immediately deleted.
- 8.2** The Client is responsible for the timely transfer of its data from the Service prior to termination. Vidispine accepts no liability whatsoever for any losses arising from Client's failure to transfer its data prior to termination.

## 9 Changes

### 9.1 Changes to functionalities and technical requirements.

- a. Vidispine is entitled to extend the Service, adapt it to technical developments and/or make improvements. This applies, but is not limited to, cases in which the adaption appears necessary to prevent misuse, or if Vidispine is obligated by law to change the Service. Vidispine shall inform the Client of any significant changes via the product website of the Service or send a notice to the e-mail address stored in the Client Account.
- b. Vidispine reserves the right to change or discontinue functionalities, or to cease to provide Third Party Services at any time with a notice period of at least 6 weeks to the end of the calendar month. Vidispine shall inform the Client of these changes by means of:
  - publication on the product website of the Service; or
  - by sending a notice to the e-mail address stored in the Client Account.

The change becomes effective once Vidispine has informed the Client via the change notification.

It is the Client's responsibility to regularly check the product website of the Service and its e-mail account for change notifications.

### 9.2 **Changes to the Terms of Service:** Vidispine reserves the right to change these Terms of Service at any time with a notice period of at least 6 weeks to the end of a calendar month.

### 9.3 **Price changes:** Vidispine reserves the right to increase prices at any time with a notice period of at least 6 weeks to the end of a calendar month.

## 10 Service level

### 10.1 Vidispine shall make commercially reasonable efforts to achieve monthly availability of the Service of 99,5%.

### 10.2 In the event that the availability is not achieved in one month, the Client may request a service credit.

### 10.3 The service credit request must be sent to Vidispine by e-mail within 28 calendar days of the occurrence of the non-availability.

### 10.4 Vidispine shall examine the request and, if Vidispine determines in its absolute discretion that the above availability has not been achieved, Vidispine may grant a service credit amounting to no more than 20 % of the monthly net usage fee to be paid by the Client in the month in which the non-conformity occurs.

### 10.5 Client acknowledges and accepts that the payment of credit notes is the sole and exclusive legal remedy if the above-mentioned availability is not met.

### 10.6 The monthly Service availability is calculated by subtracting from 100% the percentage of 10-minute periods during which the Service was not available for reasons for which Vidispine is responsible.

### 10.7 Non-availability means that all connection requests to the Service have failed for a period of at least 10 minutes.

### 10.8 Downtime arising from any of events detailed in section 14 shall be excluded from any calculation of availability and the entitlement to service credits.

### 10.9 This section covers all claims of the Client for deviations from the defined availability and shall be Client's sole and exclusive remedy. Further warranty and liability claims of the Client are expressly excluded.

## 11 Service times/ Service desk

### 11.1 Vidispine will provide the Client with a FAQ list on the product website of the Service (<https://support.vidispine.com>), in which the most important and frequently asked questions about the Service are answered.

### 11.2 In addition, Vidispine will provide a support portal. Client will need to create an account to be eligible to receive support on the following days: Monday to Friday 9-17 CET / CEST, Sundays and public holidays are excluded ("Service Time"). All public holidays of Germany are considered as public holidays.

### 11.3 The service desk is available in English.

### 11.4 In the event of functional failures, malfunctions or impairments of the Service, the Client is obligated to first use the available user documentation or the FAQ list, as well as reports published by Vidispine on defects and their rectification, and to use all reasonable effort to remedy them.

### 11.5 In addition, Vidispine shall maintain reported defects via the support portal in its internal ticket system for processing. After an error has been processed, the Client will be informed and the ticket will be closed.

### 11.6 Vidispine is not obliged to accept and process defects outside the Service Time.

## 12 Service delivery point

- 12.1 Access to the Service is via the Internet. The Service transfer point defines the interface for checking the availability of a Service. If the Service is accessible from the API Endpoint from the public Internet, the Service is considered available.
- 12.2 The Service transfer point is therefore: The API Endpoint of the Service.
- 12.3 The provision of the conditions for use as well as the telecommunication services including the transmission services from the service transfer point to the devices used by the Client are specifically excluded from the Service.

## 13 Optional professional services

- 13.1 The professional services listed below are at Client's option and are explicitly excluded from the Service. If requested by Client, they will be invoiced separately according to expenditure: (i) technical advice, (ii) user support outside the scope of section 10, (iii) troubleshooting caused by improper handling of the Software Application and/or Third Party Service (as determined by Vidispine in its absolute discretion), (iv) Individual programming services (v) on-site service at Client's site, (vi) training, (vii) support services regarding the cooperation of the Software Application/Third Party Services with third-party software used by Client, (viii) development of Client-specific scripts, programs, configurations, (ix) establishment and maintenance of technical connections between the Software Application environment, Public Cloud environment or Third Party Service and Client's IT systems such as VPN tunnels or similar.

## 14 Maintenance work / service interruptions

- 14.1 The Service may be interrupted in the following cases:
  - a. Interruptions within the scope of announced maintenance: e.g. release changes, installation of software for troubleshooting or global changes to the infrastructure. In such cases, Vidispine will make commercially reasonable efforts to perform maintenance at times when the load is low, e.g. between 10 p.m. - 4 a.m. CET / CEST). If Vidispine deems it necessary (e.g. due to the duration of the downtime expected by Vidispine), Vidispine will inform the Client in advance.
  - b. Interruptions in emergencies: e.g. in the event of actual or imminent damage or malfunction of the Service, the data stored there or the hardware used for this purpose;
  - c. interruptions due to force majeure events, as specified in section 23;
  - d. disruptions of public communication networks or power outages;
  - e. official or court orders;
  - f. attacks from the Internet and from Users of the Service itself (including, but not limited to, viruses, worms, DoS attacks, Trojan horses), which Vidispine could not have prevented even with reasonable care under the circumstances of the case;
  - g. interruptions caused by the Public Cloud provider.
  - h. interruptions caused by Third Party Service providers.
- 14.2 Vidispine will make commercially reasonable efforts to keep Service interruptions to the minimum possible and to minimize any effects.
- 14.3 Vidispine has no influence on, and shall not be liable for, any losses sustained by Client due to Service interruptions outside the area of its responsibility (as specified in sections 14.1. c – h above).

## 15 Obligations of the Client

- 15.1 The Service may not be used in a manner that could damage, deactivate, overload or impair the Service or the networks connected to the Service, or in a manner that will or could infringe the intellectual property or rights of Vidispine or any other third party.
- 15.2 It is not permitted to gain unauthorized access to the Service, Client Accounts, computer systems or networks connected to them by decompiling codes, illegally obtaining passwords or other methods.
- 15.3 The Client shall be solely responsible for maintaining the confidentiality of access data to the Client Account.

- 15.4 The Client shall inform Vidispine immediately upon becoming aware of any unauthorized access to the Service or any other services, computer systems or networks connected to a server, or to other services, achieved by hacking, password mining or other means.
- 15.5 Vidispine shall not be liable for any losses incurred by the Client as a result of third parties using the password or the Client Account with or without the Client's knowledge.
- 15.6 The Client is not permitted to use the account of a third party without its permission.

## 16 Data protection

- 16.1 If the Client enters personal data into the Service, Vidispine will store and process such personal data on behalf of the Client and in accordance with Client's instructions; the data processing agreement ("DPA") applies, available at <https://www.vidispine.com/dpa> (or an alternative page determined and notified by Vidispine). The DPA, which may be amended by Vidispine in its reasonable discretion from time to time, is hereby incorporated into these Terms of Service by this reference.

## 17 Responsibility for data, content and system

- 17.1 The Client is responsible for ensuring that data and content entered into the Service by it do not violate legal prohibitions, applicable law, moral rights and the rights of third parties (including, but not limited to intellectual property rights and data protection rights). If Client violates any of the aforementioned rights or obligations, Vidispine shall be entitled, in its absolute discretion, to suspend the Service with immediate effect and/or to terminate the Client Account.
- 17.2 The Client may not store any data on the Service that, due to its nature or characteristics (e.g. viruses), size or duplication (e.g. spamming), may endanger the existence/operation of the infrastructure or data network.
- 17.3 Irrespective of all contractual and legal rights, Vidispine is entitled, in its absolute discretion, to delete all content from the Service if Vidispine is requested to do so by a third party and/or where Vidispine determines that such content infringes or may infringe third party intellectual property or other rights.
- 17.4 The Client undertakes to hold harmless and indemnify Vidispine against any and all claims, actions, liabilities, costs and expenses (including reasonable attorney's fees) by third parties based on illegal, unlawful or infringing actions by the Client or false information provided by the Client. This applies, but is not limited to, infringement of intellectual property rights, contravention of data protection requirements and/or competition law infringements.
- 17.5 Vidispine may terminate Client's access to its systems, or discontinue the Service concerned, if it has reasonable grounds to suspect that Client's systems endanger the security, integrity or availability of networks, systems, software and data of third parties or of Vidispine ("Security Risk"), provided that Vidispine has requested the Client to eliminate the Security Risk within a reasonable period of time and has referred to the blocking/discontinuation of the Service in the event of a non-removal. In the event of a Material Security Risk (as defined below), Vidispine may in its absolute discretion, discontinue and/or terminate the Service concerned with immediate effect. "Material Security Risk" means, if a material damage to Vidispine's IT systems has occurred or is expected. Vidispine shall be entitled to take the same action if the Client is not responsible for the damaging action or condition, e.g. if the Client's server is compromised and used by third parties without authorization by the Client.  
  
Notwithstanding anything stated in this section, the parties may agree on a separate agreement for the continuation of Service, if the Security Risk is considered by Vidispine, in its absolute discretion, to be reasonable.
- 17.6 If the Client has sole administrator rights, Vidispine cannot administer the server including all its IT components operated on such server (collectively "Server"). Therefore, the Client is solely responsible for its content and the security of the Server. This also applies to Server malfunctions, provided it is proved that the same was solely caused by Vidispine. Therefore, the Client is obligated to keep itself continuously informed about security gaps that become known to the public and to close such security gaps. The Client is not released from this obligation, even though Vidispine provides security or maintenance programs. Notwithstanding anything stated in this section, section 17.5 applies mutatis mutandis.

## 18 Storage / Deletion / Disclosure of data

- 18.1 The Client can demand the deletion of its data at any time.
- 18.2 The deletion does not apply to correspondence and other documents, data stored in accordance with statutory regulations or documents intended to remain with Vidispine.
- 18.3 The costs and expenses incurred by Vidispine for deletion or release shall be borne by the Client and Vidispine's applicable hourly rates from time to time shall apply thereto.
- 18.4 In the event of a legal requirement for data retention pursuant to applicable law, the Client shall be responsible for the appropriate and legally compliant backup of the respective data.

## 19 Rights of Use

- 19.1 Vidispine grants the Client a non-exclusive, revocable, non-transferable right to access and use the Service for its own internal business automatically. For Third Party Services the applicable third party license terms apply exclusively.
- 19.2 Vidispine and its licensors own all rights, title, ownership and exploitation claims to all intellectual property rights subsisting in the Service.
- 19.3 Unless permitted by applicable law, the Client is not entitled to (a) modify, distribute, change, manipulate or otherwise create derivative works based on the Service or any other software, (b) reverse engineer, disassemble or decompile, or use any other process or procedure to obtain the source code of the Service or any other software (including, but not limited to Third Party Software)
- 19.4 Client shall not be entitled to use or access the Service in any way that is designed to avoid any User fees or exceed any usage restrictions or quotas, or to resell, transfer or sub-license the Service in whole or in part.
- 19.5 Upon termination of this Agreement, all rights of access and use of the Service shall end

## 20 Rights of use for third-party software components

- 20.1 Insofar as software components are provided within the Service in which third parties hold rights (including, but not limited to, open source components), the following shall apply: Vidispine shall inform the Client about such third-party software components e.g. in open source documentation, in readme files, in notice files within the software, on the product website of the Service or within the Client portal ("Third Party Documentation").
- 20.2 Additional components may be added or existing components may be omitted as part of the further development of the software or in the event of error corrections (e.g. as part of agreed software maintenance). The Third Party Documentation may be continuously updated.
- 20.3 Unless explicitly stated otherwise in the Third Party Documentation, third-party software components are subject to the license terms of the originator, with which the Client warrants that it shall ensure full compliance.
- 20.4 In the case of third-party software components that are delivered in binary code and whose license terms give the Client a right of access to the source code, the delivery of the source code for the specific third-party software component shall take place as noted in the Third Party Documentation. In addition, the Client can apply for access to the source code at any time and Vidispine will inform the Client where the source code can be obtained.
- 20.5 Open source components are provided free of charge "as is" by their authors without any warranty. Authors of open source release themselves from any claims that may arise using these components. The Client waives the assertion of any rights against Vidispine and/or the authors of the open source software.
- 20.6 The Client undertakes to retain copyright notices and other legal reservations contained on and in the Vidispine and third party software unchanged and to include them in all copies of the software made by the Client, in whole or in part, as far as they are lawful, in unchanged form.

## 21 Warranty

- 21.1 Vidispine warrants that the main functionalities of the Service will be available during the contract term.
- 21.2 Vidispine does not warrant the provision of a completely error free Service and cannot guarantee that the provision of the Service will be completely uninterrupted
- 21.3 Defects shall be processed in accordance with section 10. If it proves impossible to eliminate a defect, Vidispine will use commercially reasonable efforts to provide an alternative solution. Insofar as any such solution is not unreasonable for the Client, the defect will be deemed to have been remedied.
- 21.4 Vidispine may, in its absolute discretion, reject the processing of minor defects.
- 21.5 If the rectification of defects fails within a reasonable period, Client may set a further reasonable period for an additional attempt to rectify the defect. If this also fails, Client has the right to terminate the contract in the event of significant defects. The right to extraordinary termination for material breach remains unaffected.
- 21.6 Vidispine's warranty shall not apply in all cases in which defects and other impairments of the Services are caused by improper operation or intervention by the Client, or third parties authorized by the Client, by services provided by the Client (including, but not limited to, data and content) or by third parties authorized by the Client, by the fact that support services are no longer offered by the (third-party) software provider or (third-party) hardware manufacturer or by any system environment for which Vidispine is not responsible.
- 21.7 All Services provided by Vidispine which are performed, but are determined by Vidispine, to not fall within the scope of the warranty, shall be paid for by the Client on a time and material basis.
- 21.8 Any claims for damages or reimbursement of expenses by the Client arising out of or in connection with this section shall be governed exclusively by the liability provisions set out in Section 22 below.

## **22 Liability**

- 22.1** Vidispine's aggregate liability, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to direct damages not exceeding 100% (one hundred per cent) of the fees paid by the Client to Vidispine under this Agreement in the 12 (twelve) month period immediately preceding any claim.
- 22.2** Vidispine shall not be liable for indirect or consequential losses of any nature, including, but not limited to, loss or damage arising from interruptions of operations, or for any lost profits, business or goodwill.
- 22.3** Irrespective of the legal basis, the limitation period for all claims for damages against Vidispine shall be two (2) years as from the statutory start of the limitation period.
- 22.4** Any liability which cannot be excluded or limited by applicable law shall remain unaffected by this Section 22.

## **23 Force majeure**

- 23.1** Vidispine shall not be obligated to render Services if and for so long as an Event of Force Majeure (as defined in section 23.2 below) exists.
- 23.2** The following shall be regarded as an Event of Force Majeure: strikes, lock-outs, delays or failure of deliveries by suppliers, insofar as these were caused by an event of force majeure, epidemics, pandemics, as well as official or court orders, attacks and attacks from the Internet and from the Client itself (e.g. viruses, worms, DoS attacks, Trojan horses), which Vidispine could not have averted with reasonable care under the circumstances of the case.
- 23.3** Force majeure is not excluded because Vidispine is generally obligated to implement certain security measures.



## 24 Special conditions for free services

**24.1** If Vidispine provides the Service, in whole or in part, or (additional) services without (additional) payment, Client has no claim to performance. Vidispine shall be entitled to discontinue, change or demand a charge for the Services or (additional) services at any time. Vidispine will inform the Client in a timely manner. In addition, the following shall apply:

**24.1.1** Warranty/Liability: The Service or (additional) service is provided "as is". All warranty claims of whatever nature are specifically excluded; and

**24.1.2** Service Level: The Client has no claim and Vidispine provides not commitment to a service level for the Service or (additional) service offered.

## 25 Anti-Bribery and Corruption

**25.1** Each Party agrees, on behalf of itself and its officers, directors, and employees, that, in connection with the matters that are the subject of this Agreement, and the performance of its obligations hereunder, it will comply with all laws applicable to its business operations including without limitation all laws relating to anti-bribery and corruption, the prevention of fraud, racketeering, money laundering, terrorism, and modern slavery and its own anti-bribery and corruption and modern slavery policies (the "**Regulatory Requirements**").

**25.1** Without limiting the generality of the foregoing, each Party agrees that it shall:

- i. not, in connection with the conduct of its business activities, offer, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement, or other transfer or solicitation, of anything of value regardless of monetary value (e.g. cash or cash equivalents, in-kind service, gifts, travel and entertainment, stock, offers of employment, etc.), directly or indirectly: (1) to any individual including government officials; (2) to an intermediary for payment to any individual including government officials; or (3) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means;
- ii. not, and will not, make facilitation payments or "grease payments" to anyone (including specifically a Government Official) in a position of authority to expedite routine non-discretionary government or lawful actions (e.g. processing permits, visas and licenses, scheduling inspections, clearing customs, etc.). "**Government Official**" includes any (1) officer or employee of all levels of government, department, agency, or instrumentality of a government (government-controlled enterprise) or a person acting on behalf of the foregoing persons; (2) officer or employee of a public international organization; (3) political party or party official; (4) candidate for political office; or (5) other person acting in an official capacity;
- iii. not establish or maintain any unrecorded fund or asset for any purpose, or make any false or artificial entries on any of its books or records for any reason;
- iv. create and maintain throughout the term of this Agreement, procedures to ensure compliance with the Regulatory Requirements and will enforce them where appropriate; and
- v. make it clear to its personnel and contractors, that the other Party does not accept or condone the payment of bribes on its behalf or the use of modern slavery.

**25.2** Each Party represents and warrants that it and none of its employees, and any approved consultants performing services on its behalf (i) is a Government Official or has a relationship to a Government Official who would be in a position to influence a decision in favor of the Party.

**25.3** Each Party agrees that it shall (i) notify the other Party of any changes in its status relevant to this Section 25, (ii) to cooperate in any investigation the extent of any potential violations of applicable laws and the obligations set out in this Section, and (iii) keep complete and accurate books and records in relation to any investigation or compliance with Regulatory Requirements, (iv) comply with requests for disclosure of information, including answering questionnaires and audit inquiries, to enable a Party to ensure compliance with the other Party's obligations set out in Section 25.

**25.4** If a Party determines that the other Party has been engaging in any activity that would constitute a breach or violation of this Section, it will notify such other Party accordingly and require such other Party to take prompt necessary remedial action and to inform it about such action. A Party may also, at its sole discretion, either suspend or terminate this Agreement with immediate force and effect. Each Party agrees that failure to comply with this Section will constitute a material breach of this Agreement.



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## **26 Final provisions**

- 26.1** These Terms of Service shall apply exclusively.
- 26.2** Any terms and conditions of the Client that conflict with or deviate from these Terms of Service shall not apply unless Vidispine has expressly consented to their application in writing.
- 26.3** This Agreement and any rights and obligations arising from the contractual relationship between the parties can only be assigned to third parties with the written consent of the other party.
- 26.4** Notwithstanding the above, Vidispine shall be entitled to transfer this Agreement or parts thereof to affiliated companies within the Lumine Group of companies without the Client's consent.
- 26.5** This Agreement shall be governed by English law and subject to the exclusive jurisdiction of the Courts in England and Wales.