



GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1. SCOPE

1. These general terms and conditions of sale shall apply to all sales of hardware and software products (together, "Products") and/or supplies of services (including notably SLA Services) or Software as a Service (together, "Services") by EVS Broadcast Equipment SA, EVS Broadcast Equipment Inc. or EVS Broadcast Equipment Ltd. ("EVS") to you ("Customer") provided that they do not conflict with any other contractual provision expressly agreed by EVS. These general terms and conditions supersede any other terms and conditions of Customer, even if these have not been specifically rejected by EVS.

ARTICLE 2. FORMATION OF AGREEMENT

1. Unless otherwise agreed in writing, EVS' quotations shall expire 30 days from the date of their issuance. The agreement between EVS and Customer shall be binding on the parties upon the issuance of Customer's purchase order to the extent that it is based on EVS quotation (the "Agreement"), except if EVS rejects the Customer's purchase order, at its sole discretion within 15 days after its receipt.

ARTICLE 3. DELIVERY

1. Delivery of hardware

Unless otherwise agreed in writing, the delivery of hardware Products is made Ex-Works (Incoterms 2020) from (i) (a) Liege (Belgium) if the EVS contracting entity is EVS Broadcast Equipment SA or EVS Broadcast Equipment Inc, (b) Hong Kong if the EVS contracting entity is EVS Broadcast Equipment Ltd or (c) Gilze (The Netherlands) if the EVS contracting entity is EVS Broadcast Equipment SA and your order relates to Media Infrastructure Products only, for delivery of Products and from (ii) any other EVS offices in case of repair and/or replacement of Products. In particular, Customer shall bear all costs, risks and applicable insurance relating to the transport following delivery. In the event that EVS would accept at its sole discretion to arrange for the transport of the Products, Customer shall still bear all costs, risks and applicable insurance relating to such transport or of any incorrect statement in this respect.

2. Delivery of software

The delivery of software Products shall occur whether by physical delivery such as indicated above or through media or electronic download. Unless otherwise agreed in writing, Services shall be deemed as delivered once they have been performed or consumed as per the specific terms of the related Services.

3. Delivery of SaaS

The delivery of SaaS shall occur through the agreed means of access by EVS, including internet or private networking. The Customer holds the responsibility to enable those means of access up to the agreed demarcation point specified by EVS for each Service.

4. Delays in delivery

Delivery times are approximate and for information only. EVS will not be in default by the mere exceeding of a period, and this does not entitle the Customer to terminate the agreement in full or in part nor to receive any kind of compensation.

5. Delays due to force majeure

EVS shall not in any case be liable for delays in delivery caused by any case of "force majeure" occurring notably in EVS' plants, datacenters, network, cloud or with EVS' subcontractors or suppliers or by an act or omission of Customer. In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay. When part of an order is ready, EVS may, at its discretion, either deliver this part at that time or deliver it when the entire order is ready, without prejudice to the other provisions of this article 3. If more or additional work is instructed after the Agreement has been formed, the delivery period will be extended accordingly, unless agreed otherwise in writing. If any material that is required for the performance of the Agreement is not available due to circumstances beyond EVS' control, EVS will be entitled to use replacement material that it deems fit for the intended use.

6. Return of Products

Whenever Customer is required to return Products or parts to EVS, notably under articles 9, 10, 11 and 12, Customer shall return the said Products or parts

(a) within 30 days of EVS' request/approval for such return or of the receipt of the replacement/upgraded Products or parts or 15 days after the end of the rental/leasing period or on return date in case of a loan,

(b) to EVS' premises designated by EVS,

(c) in a proper and safe packing material and not by sea freight (Customer bearing all expenses and damages arising out of the use of improper or unsafe packing material or transportation),

(d) at its own risks and costs (including all custom costs as well as the costs related to the formalities to be carried out for the return of Products), and

(e) joining the RMA document provided by EVS for such return, which shall be well visible on the shipping box.

If Customer fails to return the said Products or parts in time, EVS shall be entitled at its sole discretion to (i) recover possession of the Products by entering the premises where Products are located at any time during normal working hours and remove the Products at Customer's expenses, (ii) recover a hiring charge for each month and prorate until Products are returned, or (iii) invoice Customer for such Products or parts at list price.

ARTICLE 4. PRICE

Unless otherwise agreed in writing between the Parties, the following terms apply in terms of pricing:

1. Currency

The prices for the Products and/or Services are in EURO, unless if the EVS contracting entity is EVS Broadcast Equipment Inc, in which case it shall be in USD. In the event of change in the market conditions impacting EVS' costs, the Customer recognizes and agrees that EVS may change the price of the Product and/or Services at any time upon thirty (30) days prior written notice to the Customer. If the Customer does not agree with the price change, it may cancel the relevant order of Product and/or stop using the relevant Service.

2. Exclusion of additional services

The prices set for the sale of Products do not include any other supply or service, including but not limited to installation, integration, training, maintenance and supply of new versions or other systems or equipment. The prices set for the provision of certain Services do not include any other supply or service.

3. Exclusion of expenses

The prices do not include the payment of any additional expenses related to the sale of Products or the supply of Services that are not explicitly mentioned on EVS' quotations.

4. Exclusion of charges

The prices do not include taxes, duties, excises and other charges levied in connection with the sale of the Products or the provision of the Services. Customer will be liable and will indemnify EVS for all such taxes duties, excises and other charges. In particular, Customer is responsible for any import declaration, import duties and/or gross sales taxes linked to imports of goods and services.

5. Annual price increase

The price of the FLEX software license purchased by Customer shall increase at an annual rate of 1.5%.

6. Credits

Selected Products and/or Services can be obtained on demand in exchange of a corresponding number of EVS Credits purchased in advance through the means and/or platform indicated by EVS in this respect. Unless agreed otherwise in writing, any EVS Credit is valid as of its activation and shall expire one year thereafter.

7. Bundles prices

Prices for Services under a recurrent subscription pricing formula will be linked to a specific volume of quota of consumption linked to features, capacity, storage or any other technical volume, referred as "In-Bundle Pricing". Such In-Bundle Pricing will be included in the commercial proposal which may include an activation fee. Any excess of consumption outside the quota ("Out-of-Bundle Pricing") will be subject to be invoiced according to a ratecard. Services may be invoiced in EURO, USD or exchanged for EVS Credits.

8. Pay-as-you go prices

Prices for Services under a Pay-as-you-Go pricing formula, will be linked to a ratecard relating the usage of a Service with an invoiceable reference unit. Such invoiceable reference unit may be linked to a volume of capacity, storage, time or any other technical parameter included in the commercial proposal. The consumption of Pay-as-you-Go Services may include an initial minimal fee. Services may be invoiced in EURO, USD or exchanged for EVS Credits.

ARTICLE 5. PAYMENT

1. Unless otherwise agreed in writing, payment shall be made in EURO, unless if the EVS contracting entity is EVS Broadcast Equipment Inc, in which case it shall be in USD and in full at time of delivery prior to the shipment of the Products or prior to the provision of the Services, without discount.

2. In the event of non-payment of any invoice by the due date, Customer agrees that EVS shall be entitled, without prior notice and without prejudice to any other remedy, (a) to require immediate payment of all unpaid invoices, (b) to suspend immediately the delivery of any Products and/or the provision of any Services and/or (c) to stop providing the software keys allowing the use of any unpaid Products or (d) to request additional security



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or pre-payment for future delivery of Products or provision of Services. In addition, any invoice unpaid by the due date shall automatically, without prior notice and without prejudice to any other remedy, carry interests at the rate as set forth in the Belgian law of 02/08/2002 on late payment in commercial transactions with a minimum of EUR 50 per invoice.

3. Customer shall have no right to suspend payments in the event of complaints or claims under the warranty hereunder.

ARTICLE 6. INSURANCE

1. As long as the ownership of the hardware Products delivered by EVS has not yet passed to the Customer and in any case if the Agreement involves deferred payments, Customer warrants that the delivered Products shall be insured against fire and extended coverage perils in an amount equal to the full value of the Products. Customer agrees to maintain such insurance until full payment has been made to EVS. Customer procures that EVS shall be designated as loss payee under the relevant insurance agreement. Upon request, the Customer shall allow EVS to inspect the insurance policy and the proof of payment of the insurance premium.

2. Customer agrees to indemnify and hold EVS harmless against any and all losses, damages and costs resulting from any inaccuracy of Customer's warranty under this article.

ARTICLE 7. RETENTION OF TITLE

1. All delivered Products shall remain EVS' ownership until receipt of full payment by EVS for such Products. In this context, EVS is entitled to provide the Customer with temporary software keys allowing the use of the Products until receipt of full payment. In addition, Customer shall not (a) allow any lien to be created over or otherwise encumber the delivered Products, (b) resell the goods, deliver them, pledge them, transfer them to another party or make them available to another party in any other way and by whatever title, whether or not for no consideration and whether or not for use, and (c) modify or transform the delivered Products. Customer must also identify the Products as being the ownership of EVS in a conspicuous manner in order to effectively preserve the retention of title to the Products in favour of EVS until their full and entire payment. EVS shall be entitled to require immediate payment of all delivered Products if Customer breaches the obligation under this article.

2. If the Customer forms new products from or with the delivered Products, EVS remains the owner of those new products until the Customer has met all of its obligations towards EVS.

ARTICLE 8. ACCEPTANCE

1. Unless otherwise agreed in writing, the Products or Services (except for SaaS for which there is no acceptance) shall be deemed accepted by Customer 10 days at the latest after delivery, unless Customer gives EVS full and detailed notice of any alleged defect by email to the relevant EVS' sales representative before the expiry of said period. Such acceptance covers any lack of conformity of the Products or Services which Customer could ascertain at the time of reception of the Products or the provision of the Services or in the following 10 days when carrying out careful and systematic inspection and tests.

2. In the event that EVS has agreed that the Products or Services are subject to factory or on-site acceptance tests, EVS and Customer shall agree on the acceptance procedures by mutual agreement. In this context, Customer shall accept the Products or Services if the acceptance tests only reveal non-critical issues not preventing the operational use thereof subject to EVS remedying such issues within a reasonable time period. Any operational use of the Products or Services by Customer or any other user shall be deemed to constitute a final acceptance. Customer's failure to complete the tests within 60 days from the delivery shall constitute an unqualified acceptance and a waiver by the Customer of all claims with respect thereto.

ARTICLE 9. WARRANTY

1. EVS Services Warranty

EVS warrants that it shall supply the Services in a workmanlike manner in accordance with generally accepted industry standards. Upon breach of EVS Services Warranty, the Customer's sole and exclusive remedy will be the provision of the Services once again provided that EVS has been given written notice of such breach within 7 days following its occurrence.

2. EVS Products Warranty

EVS warrants that the Products shall substantially conform to EVS' specifications in effect at the delivery and be free from any defects in material and workmanship. Upon breach of the EVS Products Warranty, the Customer's sole and exclusive remedy will be, at EVS' sole discretion and option, the repair or replacement of the defective Products with

functionally equivalent Products (either new or refurbished to be functionally equivalent to new) subject to the following:

2.1. EVS Products Warranty is limited to defects occurring within 2 years from the date of delivery of the relevant Products, except for the EVS Products available at <https://evs.com/en/specific-warranty-terms>. In case of repair or replacement, the Warranty period shall continue to run until its expiry or 3 months after the repair or replacement, whichever is longer;

2.2. EVS Products Warranty shall only be triggered provided that EVS is given written notice of such defects within 15 days following their occurrence through the appropriate communication means set forth on the EVS VIA Portal dedicated to support (<https://viaportal.evs.com/>). All incidents reported to EVS shall be subject to a case ID tracking system;

2.3. Subject to EVS' prior written approval, Customer shall return any Products or parts in which a defect covered under this article has appeared, for repair or replacement pursuant to article 3.6.

2.4. EVS shall bear all costs, risks and applicable insurance relating to the transport of repaired and/or replacement Product or parts thereof supplied by EVS for delivery within (a) the European Union if the EVS contracting entity is EVS Broadcast Equipment SA, (b) the NALA region if the EVS contracting entity is EVS Broadcast Equipment Inc, or (c) the APAC region if the EVS contracting entity is EVS Broadcast Equipment Ltd. The Customer shall bear all costs, risks and insurance relating to the transport of repaired and/or replacement Product or parts thereof supplied by EVS for delivery out of the above defined regions. In any event, Customer shall be responsible for any taxes, duties and custom clearance.

2.5. EVS shall repair or, at its option, replace any defective Product or any defective parts thereof within a reasonable time depending on the issue at stake. In case of replacement of any defective Product or any defective parts thereof, these become the property of EVS upon delivery to Customer of the relevant Products or parts free from defects.

2.6. Replacement Products or parts for any defective Products or any defective parts thereof under warranty are provided at no cost. Replacement Products or parts for any defective Products or any defective parts thereof out of warranty are provided at list price except for EVS electronic boards which are invoiced at a « Standard Exchange Price » on the condition that the defective Products or parts is returned in time.

2.7. Upon receipt of the replacement Products or parts, Customer shall return the defective Products or parts pursuant to article 3.6. (Unless EVS and Customer have agreed on advance exchange replacement which is on best effort basis in terms of timing under EVS Product Warranty)

2.8. If the nature of defect is such that it is appropriate in EVS' opinion (and with Customer's approval) to effect repair on site, EVS shall provide on-site assistance. Customer shall do its utmost to collaborate and allow the service engineers to have access to all relevant information related to the Customer's Site. The travel time and the travel and living expenses of the service engineer in this respect shall be payable by Customer in accordance with EVS' then applicable rates and procedures.

3. Conditions precedent for Warranty to apply

The Warranty shall apply only to the extent the Products, Services or any parts thereof have:

3.1. been handled, transported, stored and installed pursuant to EVS' instructions or, in absence thereof, in a professional and workmanlike manner;

3.2. not been subject to damages, defects, failures, or performance limitations caused in whole or in part by Customer's or any person (other than EVS) abuse, mishandling, misuse, computer viruses, negligence, improper storage, servicing or operation, or unauthorized attempts to access, modify, repair or alter the Equipment in any way;

3.3. been at all times used for a regular, ordinary and routine use as intended or as recommended pursuant to EVS' instructions or, in absence thereof, in a professional and workmanlike manner;

3.4. not been connected to or used in combination with other equipment, products or systems (hardware and/or software) not purchased from EVS, or not specified or approved by EVS as compatible with the Product.

4. Exclusions from the Warranty

In no event shall EVS be liable for any defects, failures, loss of or damage caused by or resulting from (a) wear and tear, (b) any external cause or event out of EVS' control such as power failures, surges, failures in third-party communication networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, (c) use or operation of the Product or Service prior to acceptance, (d) any act or negligence of Customer or any third party.

The Warranty shall not apply to consumables (e.g. batteries, etc.).

Any third party product or any parts thereof (including, without being limited, the third party software such as the operating systems running on the Products) which EVS merely resells with the Products or Services, is subject to the original manufacturer's warranty and no separate warranty is given in respect thereof by EVS.



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5. EVS' sole and exclusive liability

The warranty under this article sets forth the Customer's sole and exclusive remedy for claims based upon any lack of conformity or defect of EVS' Products. Such warranty shall be in lieu of (and nor in addition to) any other warranty, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. No other remedy, including but not limited to any damages, in particular for loss of data or software, slowdown or interruption of activity or equipment, lost profits, lost sales, injury to person, or any incidental or consequential loss, shall be available to the Customer. EVS shall be under no liability, whether in contract, tort or otherwise, in respect of any lack of conformity or defect of any of our Products other than the liability described and provided for under this article.

ARTICLE 10. TRADE-IN, UPGRADE

1. In case of trade-in or upgrade involving trade-in of Customer's products, Customer warrants either that it has full and exclusive ownership of such products free and clear of any third-party rights of any kind or that it is authorized by the rightful owner of such products to proceed with such trade-in. Customer's warranty shall be valid until the delivery by the Customer to EVS of the existing products which then become immediately the property of EVS. Customer shall return its existing products replaced within the framework of the abovementioned trade-in/upgrade pursuant to article 3.6.

2. Customer agrees to indemnify and hold EVS harmless against any and all losses, damages and costs resulting from any inaccuracy of Customer's warranty under this article.

ARTICLE 11. LOAN, RENTAL, LEASING OF PRODUCTS

In case the Customer loans, rents or leases the Products, the following provisions shall apply.

1. Limitations

During the loan/rental/leasing period, Customer expressly acknowledges and agrees that the Products shall remain EVS' ownership at all times and that it shall:

- 1.1. (in case of a loan only) Not use the Products for any activity or purpose other than for the purpose agreed with EVS, and in particular not use them in commercial or production activity, unless otherwise specified in writing;
- 1.2. Not transfer, sublicense, assign or deliver the Products or any portion thereof to any third party;
- 1.3. Not copy, disassemble, reverse engineer, transform, alter or modify in any way any of the Products (and/or any of their components); not translate, convert, upload or download the Products or any portion thereof to create a version of the Products operable on a computer system other than that designated for use herein; not incorporate the Products or any portion thereof with hardware or software for use by others or for use on a computer system other than that designated herein; (iv) not offer to others the use of the Products or any portion thereof; and (v) comply with the potential additional limitations communicated by EVS
- 1.4. Not permit any security interest, lien or other encumbrance to be placed on the Products or any of their components;
- 1.5. Not remove from Products any copyright notices, nameplates, decals or other indicia of EVS ownership;
- 1.6. Not move the Products from the location agreed between the Parties without the prior written consent of EVS;
- 1.7. Keep the Products insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof;
- 1.8. Assume full responsibility for any loss or damage (including as a result of force majeure and wear and tear) to the Products;
- 1.8. Comply with and obtain all authorizations required by applicable export control laws and all related regulations;
- 1.9. Pay all taxes, duties or other imposts levied on the Products, its use or possession.

2. No warranty

In case of a loan, Customer acknowledges and agrees that the Products loaned are provided without warranty of any kind and are accepted by the Customer "as is". EVS shall assume no liability to Customer or any third party for damages of any kind relating to the loan of Products, including without limitation, damages arising out of the installation or use of or inability to use the Products of for any error or defect in the Product.

3. Repairs

Unless agreed otherwise, Customer shall bear the expenses of all repairs necessary during the loan/rental/leasing period that are not covered under the EVS Product Warranty.

4. Fee

In case of a rental or leasing, the total rental fee shall be paid according to the payment schedule communicated by EVS to Customer and based on EVS' invoices. In case a downpayment has been agreed, the delivery of

the Products shall be conditioned upon the receipt by EVS of the downpayment of Customer. The first instalment shall be due by the end of the month/quarter/year in which Customer has received the Products. EVS shall rent the Equipment to Customer and Customer shall take the Products for rent for a minimum period equal to the rental/leasing period agreed initially.

5. Purchase option & title

In case of a leasing, and as long as Customer meets all its obligations (including payment terms): (i) if the payment schedule does not contain any "purchase option", the property of the Products is automatically transferred to Customer at the end of the leasing period upon receipt by EVS of the last instalment; (ii) if the payment schedule contains a "purchase option", Customer has the possibility to acquire the Products at the end of the leasing period by notifying EVS of its intention in writing within 15 days prior to the end of the leasing period; title to the Products shall pass automatically to Customer upon receipt by EVS of the purchase option amount.

6. Return

At expiration of the loan or rental or leasing (in case Customer does not acquire the property of the Products as set forth in article 11.5) period or upon earlier termination of the loan/rental/leasing, Customer shall return such Products pursuant to article 3.6.

ARTICLE 12. SERVICES

1. Except for the Warranty as set forth under article 9 of these terms and conditions, and unless SLA Services is offered by EVS, EVS is under no obligation to provide any support services.

2. In the event that (i) EVS and Customer agree on the provision of SLA Services relating to Products or (ii) the Customer has purchased SaaS which automatically include SLA Services ("SLA Services"), the SLA Services will be governed by order of precedence by (a) the quote and information sent by EVS to the Customer, (b) the SLA Service Description available at https://evs.com/sites/default/files/sla_services_description.pdf and the present General Terms and Conditions of Sale (all together, the "SLA") and shall cover the Equipment in the Covered Sites for the Term/the SaaS as defined in the aforementioned documents.

ARTICLE 13. SOFTWARE AS A SERVICE ("SaaS") SPECIFIC TERMS

For the purpose of the present article, the term "Software as a Service" ("SaaS") shall include all EVS services distributed in the form of a software accessible online via a subscription, or Pay-as-you-Go, and includes, without being limited to, the MediaHub, the XtraMotion and the C-Next. The provision of a SaaS by EVS to Customer automatically include the provision of SLA Services, which description is available at https://evs.com/sites/default/files/sla_services_description.pdf.

1. Terms of use

Customer must ensure that all users of the SaaS agree to and comply with the Terms of use of the SaaS— available on the SaaS.

2. Use of the SaaS

Customer shall not:

- 2.1. use the SaaS for anything other than its intended purpose and/or in any manner other than in compliance with law and these conditions;
- 2.2. resell, sub-license, rent, lease, transfer or attempt to assign any rights in and/or to access and/or use the SaaS;
- 2.3. infringe EVS' intellectual property rights or those of third parties in relation to its use of the SaaS;
- 2.4. knowingly transmit, send or upload any data to the SaaS that contains viruses or any other malware or corrupting elements of any kind;
- 2.5. use the SaaS in any way that could damage, disable, overburden, impair or compromise EVS' systems and/or security, or interfere with other user's use of the SaaS;
- 2.6. copy or reproduce the SaaS;
- 2.7. remove or destroy any copyright, trademark or other proprietary marking or legends placed on or contained in the SaaS or its documentation.

3. Users & access

Customer is solely responsible for ensuring: (i) that only appropriate authorized users have access to the SaaS, and (ii) proper usage of passwords, tokens and access procedures with respect to logging into the SaaS. EVS reserves the right to refuse registration of, or to cancel, login IDs that it reasonably believes to violate the terms and conditions set forth in this Agreement, in which case EVS will promptly inform Customer in writing of such refusal or cancellation.

The users should access the Services through adequate means of access, including adequate interfaces, codecs, internet or private network accesses with the necessary minimum bandwidth, latency and adequate performance including jitter, packet delay variation and packets dropped,



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among others. Interfaces and codecs may require a prior validation by EVS.

4. Content

For the purpose of the present article, "Content" means any contents of any type, form or format whatsoever including but not limited to audio and video contents which is the property of and/or uploaded on SaaS by Customer.

The Customer grants to EVS during the term of the Agreement a non-exclusive license to store, copy and otherwise use the Content on SaaS for the purposes of operating the SaaS, providing the Services, fulfilling its other obligations under the Agreement, and exercising its rights under the Agreement.

The Customer warrants and represents to EVS that the Content, and their use by EVS in accordance with the terms of the Agreement, will not: (a) breach any laws, statutes, regulations or legally binding codes; (b) infringe any person's Intellectual Property Rights or other legal rights; or (c) give rise to any cause of action against the Customer, EVS or any third party.

5. Warranty limitations

EVS warrants that the SaaS will perform substantially in accordance with the documentation provided to Customer. The Customer acknowledges that: (a) complex software is never wholly free from defects, errors and bugs, and EVS gives no warranty or representation that the SaaS will be wholly free from such defects, errors and bugs; and (b) EVS does not warrant or represent that the SaaS will be compatible with any application, program or software not specifically identified as compatible.

EVS does not guarantee that the SaaS shall operate continuously, securely or without interruption and EVS does not accept any liability for its temporary unavailability or for any viruses or other harmful components.

6. Duration and Termination

In case of SaaS purchase, the Agreement is concluded for a fixed term as set forth in the quote of EVS and will be renewed tacitly thereafter for subsequent period (of one year unless agreed otherwise) unless terminated earlier as indicated below or agreed otherwise.

Without prejudice to article 18, at any time, the Customer may terminate such SaaS subscription:

- (i) before the initial term subject to a prior written notice sent to EVS. Such termination shall be effective 30 days after the end of the month in which the termination notice was received by EVS. In such an event, the penalty fee for early termination shall correspond to 25% of the total fees that would have been due by the Customer up to the end of the initial term;
- (ii) after the initial term subject to a prior written notice sent to EVS. Such termination shall be effective 90 days after the end of the month in which the termination notice was received by EVS; or
- (iii) at any time upon EVS' material breach to the Agreement and failure to remedy such breach within thirty (30) days after written notification of such breach by Customer.

ARTICLE 14. LIMITATION OF LIABILITY

1. To the maximum extent permitted by applicable law, EVS' exclusive liability and Customer's exclusive remedy for any and all claims in respect to any Product or Service delivered or any delayed delivery or non-delivery thereof, shall be limited to the price of the Product or Service in relation to which the claim is made effectively paid by Customer to EVS or, at EVS' option, the replacement or repair thereof, and shall in any event never exceed the sum of EUR 1,000,000 in aggregate.

2. In no event shall EVS be liable for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever (including, without limitation, loss of profits or revenues, loss of business, loss of bargain, loss of opportunity, loss of materials, software or data or loss of time) caused, even if foreseeable, or if EVS has been advised of the possibility of such losses.

3. Any and all amounts paid by an insurance company of the Customer and/or EVS to the Customer in connection to any such damages or loss shall be deducted from EVS' maximum aggregate liability and EVS shall pay to the Customer the balance, if any.

4. EVS cannot be held responsible for any damage to the extent that it is a direct or indirect consequence of a mistake, negligence or inaction, even a minor one, originating from Customer or any person other than EVS or from wrong or incomplete information provided by Customer or caused by external or fortuitous events.

5. The security on EVS' Products and Services is treated seriously. EVS uses commercially reasonable efforts to ensure that appropriate security measures have been implemented upon the delivery of the Products and Services. The Customer is however solely responsible for the security of the Products and Services (and any related data) once they have been

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delivered and shall implement the appropriate security measures in this respect (e.g. firewall and other security software). EVS expressly disclaims any loss or damage arising from Customer's security measures failure.

6. Claim for compensation of damage or loss must be submitted to EVS within 1 month at the latest after the Customer has discovered the damage or loss or could reasonably have discovered the damage or loss, failing which the right to compensation lapses. Complaints, regardless of whether these relate to deliveries that have been made or that have not been made by EVS or to EVS' invoices, must be submitted to EVS in writing as soon as reasonably possible but in any case within two months of delivery in order to give EVS the opportunity to check the validity and the cause of the complaint(s).

ARTICLE 15. INTELLECTUAL PROPERTY

1. EVS is and will remain the sole owner of all the intellectual property rights in the Products and/or Services and the Products may only be connected to or used in combination with other equipment, products or systems (hardware and/or software) specified or approved by EVS as compatible with such Product.

2. Upon EVS' acceptance of Customer's purchase order and, subject to the full payment of the relevant applicable price and/or fees, EVS grants to the Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, personal limited license to use the software residing in or provided with the Product for the Customer's ordinary business activities subject to the present terms and conditions and the EVS Software License Agreement available at

https://evs.com/sites/default/files/Software_License_Agreement.pdf. For software license not specifying any specific term or time-based fee payment, and unless otherwise specified in writing, this limited license is perpetual (e.g. sold as "GO" software licenses) and shall continue unless terminated pursuant to these terms and conditions. For software license specifying a term or time-based fee payment (e.g. sold as "FLEX" software license), the said software license will start on the delivery of the related software and expire at the end of the time period specified for this license – and by default, after one year. Unless renewed by mutual agreement, at the end of the specified term, Customer shall no longer use the software and delete and destroy any copies of it. GO software license provides access to software update but not to software upgrade while FLEX software license provide access to both software updates and upgrades during the time period specified for this license. For the purpose of this article, software update means a move from a software release to the next minor software release that is commercially released and generally made available by EVS in the form of an update (for example: 4.2 to 4.3); software upgrade means a move from a software release to a next major software release that is commercially released and generally made available by EVS in the form of an upgrade (for example: 4.2 to 5.0), only applies to the exact itemized software initially licensed and does not cover corresponding hardware change or software features that are separately priced or licensed.

3. Customer shall not (a) reproduce, modify, adapt, alter, translate, or create derivative works from any Products, in all or in part and/or (b) reverse assemble, decompile, disassemble, or otherwise attempt to derive the (source code for such) Products without having obtained first the written authorization from EVS.

4. For purposes of this article, the term "Customer" shall include authorized end users of the software who have purchased the software indirectly through an authorized EVS' reseller or distributor as well as direct purchasers of the Products.

ARTICLE 16. CONFIDENTIALITY

1. Customer acknowledges that all technical, commercial and financial information or data relating to EVS' Products and Services, including but not limited to the offers and technical documentation, whether or not marked as "Confidential" or "Proprietary" (the "Confidential Information") shall be considered as strictly confidential.

2. The Customer shall not disclose any such Confidential Information to any third party and shall not use any such Confidential Information for any purpose other than as agreed by EVS.

3. In this context, Customer shall take all necessary steps to avoid the disclosure of those Confidential Information and use the same care and discretion as in protecting its own confidential information in order to hold them in confidence (but, in any event, not less than a reasonable degree of care). Customer shall limit the access to those Confidential Information to its directors, employees, sub-contractors, agents, distributors or customers as far as strictly necessary for the use the Products and Services and shall impose them a duty of confidentiality in respect with the Confidential Information.



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4. These confidentiality obligations shall remain in full force and effect during the negotiations and the term of the Agreement. They shall survive the termination or expiration thereof as long as the said Confidential Information has not come into the public domain.

ARTICLE 17. COMPLIANCE

1. General Regulatory Compliance

Customer, at its own expense, will comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with this Agreement.

2. Compliance of Products & Services

Customer warrants that it will duly observe all of its obligations under any applicable law, statutes and regulations that may apply to the delivered Products and Services and the use (of any parts) thereof (including without being limited to, in relation to Products safety and security) and shall defend, indemnify and hold harmless EVS and its directors, employees and contractors against all third-party claims that may be filed against them because of a (alleged) violation of such law, statutes and regulations. Unless agreed otherwise, Customer - and not EVS - is entirely responsible for the content ingested, downloaded, produced, distributed and broadcasted or otherwise made available to third parties, whether publicly posted or privately transmitted, through the Products or Services and the Customer represent and warrant that it owns the Intellectual Property Rights, or have obtained all necessary license(s) and permission(s) to do so. Where required, EVS is entitled to keep and use the said content for a duration of 3 months for internal purposes only and with the view of improving its Products and Services in this respect.

3. Export

Customer warrants that it will comply with the export, re-export and transfer restrictions set forth in export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export or diversion of certain products and technology to certain countries or entities and to which EVS may be subject to. Customer shall take all actions that may be reasonably necessary to ensure that no customer/end-user contravenes such Export Regulations. If the delivery of Products is subject to the granting of an export or import license or otherwise restricted or prohibited due to Export regulations, EVS may suspend its obligations and the Customer's/end-user's rights until such license is granted or for the duration of such restrictions or prohibitions and/or even terminate the relevant Agreement in all cases without incurring any liability towards the Customer or customer/end-user.

4. Anti-Bribery

Customer warrants that it will comply with all applicable anti-corruption laws and regulations and shall take all actions that may be reasonably necessary to ensure that no customer/end-user of Products and Services contravenes with such regulations.

5. Indemnification

Customer agrees to indemnify and hold EVS harmless against any and all losses, damages and costs resulting from any inaccuracy of Customer's warranty under this article.

ARTICLE 18. TERMINATION

1. Any Agreement may be terminated by EVS with immediate effect upon Customer's: (a) material breach to the Agreement and failure to remedy such breach within thirty (30) days after written notification of such breach (provided that there shall be no obligation to notify the Customer if such breach is incapable of being remedied or incapable of being remedied within fifteen (15) days), (b) filing of a petition in bankruptcy not dismissed within thirty (30) days; (c) insolvency; (d) making of an assignment for the benefit of creditors, or the entering into of any other arrangement having similar effect; (e) initiation of proceedings for the dissolution or liquidation of business operations, or (f) any direct or indirect change of control (within the meaning of Article 1:14 of the Belgian Companies and Associations Code ("*Code des sociétés et des associations*") on Customer, or the direct or indirect acquisition by any person of more than twenty-five percent (25%) of the shares or ownership interests of Customer. As a result of the termination, any existing mutual claims will immediately become due and payable. The Customer is liable for all damage and/or loss suffered and to be suffered by EVS.

ARTICLE 19. PERSONAL DATA

1. EVS gives utmost importance to data's privacy. EVS generally process Customer's personal data as data controller. Please refer to EVS' Privacy Statement available at <https://evs.com/en/privacystatement> which explains how EVS collects, processes, uses, stores and transfers Customer's personal data as well as Customer's rights over any personal

data held by EVS in compliance with the applicable data protection legislation.

2. EVS may also process Customer's personal data in very limited cases as data processor. In such cases, the Data Processing Addendum available at https://evs.com/sites/default/files/library_area/evs_181107_-_data_processing_addendum.pdf shall apply in compliance with the applicable data protection legislation.

ARTICLE 20. USE OF CUSTOMER'S NAME

1. Customer agrees that EVS may use Customer's name and logo to identify Customer as Customer of EVS for use and reference in EVS' corporate, promotional and marketing material.

ARTICLE 21. GOVERNING LAWS

1. These terms and conditions are governed by and construed in accordance with the laws of Belgium, to the express exclusion of its conflict of laws rules and to the express exclusion of the United Nations Convention on international sales contracts signed in Vienna on April 11, 1980.

ARTICLE 22. JURISDICTION

1. All disputes arising out of or in connection with any offer or Agreement with Customer shall first be attempted by the Customer and EVS to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation.

2. Any dispute arising out of or in connection with any offer or Agreement with Customer shall be exclusively settled by the Courts of our registered office in Belgium, if Customer has its principal place of business in a Member State of the European Union. If Customer has not its principal place of business in a Member State of the European Union, such dispute shall be finally settled according to the CEPANI (Belgian Center for the Arbitration and Mediation) rules on conciliation and arbitration by one or more arbitrators appointed in accordance of such rules. The place of arbitration shall be Brussels. The proceedings shall be conducted in English and /or French.

ARTICLE 23. FORCE MAJEURE

1. If EVS is prevented to perform or delayed in the performance of this Agreement by reason of force majeure, EVS shall give prompt written notice to the Customer of the event and shall be excused from performance to the extent delayed or prevented by force majeure without being liable for any damages resulting therefrom, provided that EVS shall take reasonable steps to avoid or remove such causes of non-performance and shall continue performance whenever and to the extent such causes are removed. If the force majeure event continues for more than six (6) months, the Customer may elect to terminate this Agreement with immediate effect through a written notice to EVS.

2. Force majeure shall be understood as any cause or causes beyond the reasonable control of a party which cannot be overcome through reasonable due diligence, such as – without being limited to – strikes, riots, war, acts of terrorism, acts of God, invasion, fire, explosion, floods, epidemic, and acts of government or governmental agencies or instrumentalities.

ARTICLE 24. GENERAL

1. Waiver

EVS' failure to exercise any rights under the Agreement is not a waiver of our rights to damages for Customer's breach of Agreement and is not a waiver of any subsequent breach.

2. Severability

If any provision of these terms and conditions is held by any court or authority to be invalid or unenforceable, the other provisions shall remain in full force and effect and shall not be affected or invalidated.

3. Assignment

Customer shall not assign any of its rights or obligations under the Agreement without the prior written consent of EVS. EVS in its sole discretion may assign, delegate or transfer any order or agreement or any of its rights, remedies or obligations under such order or agreement agreement to an affiliated company.

4. Exceptio Non a Dempti Contractus

EVS may suspend the fulfilment of its obligations (including, without being limited to, the delivery of the Products and Services, the provision software keys allowing the use of any Products, the provision of the Warranty, etc.) if, after conclusion of the Agreement, it appears that Customer will not fulfil a substantial part of its obligations notably as a result of a serious failure of its ability to meet that part of its obligations or its creditworthiness; or its conduct/behaviour in the preparation of the fulfilment of its obligations under the Agreement.



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EVS shall without undue delay inform the Customer of its intention to postpone the performance of its obligations and shall continue such performance as soon as Customer provides sufficient guarantees for the fulfilment of the said obligations.