

General Terms and Conditions for Veset Stratus Services at AWS Marketplace

1. Definitions

In this Agreement, the following words shall have the following meaning:

"Acceptable Use Policy" means Veset's acceptable use policy as updated from time to time and set out in this Agreement.

"Account" means a single point of entry through which the Customer accesses and uses the Services and Platform.

"Agreement" means these Terms and Conditions together with the SLA, Acceptable Use Policy, DPA and Privacy Policy.

"AWS Marketplace" is a digital platform operated by Amazon Web Services, Inc. that enables customers to find, buy, and deploy software from independent software providers.

"Business Day" means any week day, other than a bank or public holiday in Latvia and the UK (Latvia: <https://www.holiday-times.com/public-holidays-latvia/> and for UK: <http://www.holiday-times.com/public-holidays-uk/>).

"Business Hours" means between 09:00 and 18:00 Central European Time (2:00 and 11:00 Eastern Time without Summer daylight saving adjustments) on a Business Day.

"Customer" means the organisation or the person that you represent, named in the Order who enters into this Agreement.

"Content" means all media, works and materials uploaded to, stored on, processed using or transmitted by or on behalf of the Customer or by any person or application or automated system using the Customer's Account(s) and which the Customer distributes in the linear stream format to the intended markets, networks and platforms.

"Confidential Information" belonging to a party means any and all information in whatsoever form relating to Veset or the Customer, or the business, prospective business, finances, technical processes, computer software (both source code and object code), Intellectual Property Rights or finances of Veset or the Customer (as the case may be), Content, or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's possession by virtue of its entry into this Agreement or provision of the Services or access to the Platform and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information.

"Documentation" means instructions and other documents made available electronically by Veset.

"DPA" means the data processing agreement of Veset published at www.veset.tv/dpa_sp as amended from time to time.

"Effective Date" means the date specified in Customer's first Order accepted by Veset or, if such Order was submitted online via the AWS Marketplace, the date Customer submits the online Order through AWS Marketplace.

"Error" means a defect, error or bug having a material adverse effect on the appearance, operation, functionality, performance or availability of the Platform, but excluding any defect, error or bug caused by or arising as a result of:

- i. any act or omission of the Customer or any person authorised by the Customer to use the Platform;
- ii. any use of the Platform or Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- iii. a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or
- iv. an incompatibility between the Platform and any other system, network, application, program, hardware or software not specified in writing by Veset as compatible with the Platform;

"Feedback" means feedback, innovations or suggestions created by the Customer or Users regarding the attributes, performance or features of the Platform or Services.

"Fees" means the amounts payable by the Customer to Veset for use of the Platform and Services set out in the AWS Marketplace and included in the Order;

"Force Majeure" means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, including without limitation where Veset ceases to be entitled to access the Internet for whatever reason, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.

"Indemnity Event" has the meaning given to it in Clause 12.1;

“Intellectual Property Rights” means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world);

“IP Owner” means Veset International Limited, a company registered in England and registered number 09064547 having its registered office at Office 120, 176 Finchley Road, London, NW3 6BT who is the owner of all Intellectual Property Rights related to the Platform and Services and permits Veset to grant sub-licences to Customers to use the Platform and Services.

“Playout” is an integral part of the Platform and a software module, also referred in this document as Playout Agent, responsible for generating continuous encoded stream of media content, including but limited to video content, defined by the unique playlist.

“Privacy Policy” means the privacy policy of Veset published at <https://www.veset.tv/privacy-policy/> as amended from time to time.

“Order” means the Customer’s order to purchase a subscription to access the Platform and use the Services via the AWS Marketplace.

“Services” means services provided or to be provided by Veset to the Customer when using the Platform, as set out in the Order.

“Statistical Data” means aggregated, anonymised data derived from the Customer or Users’ use of the Platform or Services which does not include any personal data or Customer Confidential Information.

“SLA” means the service level agreement set out in this Agreement.

“Term” means the term of this Agreement.

“Terms and Conditions” means these terms and conditions excluding the Acceptable Use Policy, DPA, SLA and Privacy Policy.

“Upgrades” means any new versions of, and updates to, the Platform made available to the Customer during the Term, whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform.

“User” means a single person, authorised by the Customer to access and use the Account(s) on the Customer’s behalf, with a unique username and associated password.

“Vezet” means Vezet SIA, a company incorporated in the Republic of Latvia (registration number LV40103377882) having its registered office at 3 Kliveru street, Riga LV-1048, Latvia.

“Vezet Stratus” or **“Stratus”** or **“The Platform”** is a simplified TV channel management and Playout application that enables the Customer to ingest, schedule, manage and output Content in the form of a linear channel (**“TV Channel”**). Each Account is designed to operate one non-redundant TV Channel with a unique playlist and output one or multiple IP streams in different encodings subject to the scope of the Services chosen by the Customer and set out in the Order.

2. Scope

- 2.1. This Agreement is made between Veset and the Customer.
- 2.2. This Agreement sets out the terms under which Veset offers access to the Platform and governs the Customer's use of and Veset's provision of the Services.
- 2.3. Each Order is subject to the terms of this Agreement and which are incorporated herein by reference.
- 2.4. By completing an Order on the AWS Marketplace and clicking the accept button relating to this Agreement, the Customer agrees to be legally bound by the terms of this Agreement (which consists of the Terms and Conditions, the Acceptable Use Policy, the SLA, the DPA and the Privacy Policy) as they may be modified and posted within the Platform from time to time.
- 2.5. By accessing the Platform or using the Services, the Customer hereby agrees to be bound by and comply with the provisions of this Agreement.
- 2.6. If you are a natural person and are entering into this Agreement on behalf of an entity, you represent and warrant that you have the authority to bind such entity to all of the terms and conditions of this Agreement.

3. Provision of the Platform and Services

- 3.1. The Customer engages Veset and Veset agrees to provide access to the Platform, the Services set out in each Order, to the Customer in accordance with the terms of this Agreement from the Effective Date for the Term.
- 3.2. During the Term, Veset will provide maintenance and support services to the Customer, and may apply Upgrades to the Platform in accordance with the provisions of the SLA.

4. Use of Accounts

- 4.1. No free trial Accounts are permitted.
- 4.2. The first User to access the Account will be designated the legal contact of the Customer and accepts the terms of this Agreement on behalf of the Customer (the "Superuser"). Subsequently, the Super User may from time to time receive notifications regarding planned changes to this Agreement and will be responsible for accepting or rejecting such changes on behalf of the Customer. If proposed changes are rejected Veset reserves the right to disable access to the Account for all Users and is entitled to discontinue provision of the Services and use of the Platform.
- 4.3. A Super User can invite other Users into the Platform and grant them access to the Account or transfer the Super User role to a new designated Super User.

- 4.4. Veset shall only provide Users with the access to the Platform and Services upon the Customer completing the relevant registration process which includes acceptance of [the terms of this Agreement.
- 4.5. The Account(s) may only be used by employees, agents and subcontractors of the Customer and the Customer shall use all reasonable endeavours to ensure that no unauthorised person accesses its Account(s). The Customer shall be liable for any breach of this Agreement by any User.
- 4.6. The Customer and Users shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Platform and Services granted under this Agreement is limited as set out under this Agreement. In particular the Customer and Users shall treat any identification, password or username or other security device for use of the Platform and Services ("Credentials") with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to Veset in writing.
- 4.7. Except where Veset has actual notice of loss, theft or unauthorised use of the Customer's Credentials, the Customer is responsible for all activity occurring in its Account(s).
- 4.8. Veset shall have the right, without further enquiry, to rely on the provision of Customer's Credentials as sufficient to authenticate Customer's use of the Account.

5. Licence to use the Platform and Services.

- 5.1. Where the Customer subscribes to use the Platform via the AWS Marketplace access to the Platform and Services is granted immediately after completing the registration process on AWS Marketplace.
- 5.2. Subject to the Customer's payment of the Fees, the Customer is granted a non-exclusive, non-transferable licence to permit Users to use the Platform and Services (including any associated Intellectual Property Rights and Confidential Information of Veset) from the Effective Date for the Term for the Customer's internal business operations. Such licence permits the Customer to make copies of software or other information necessary for the Customer to access and use the Platform and Services via the Internet. Where open source software is used as part of the Platform, such software use by the Customer will be subject to the terms of the open source licences. The Customer has no right to modify, adapt, or translate the Solution or Services or create derivative works from the Platform or Services. No additional implied rights are granted beyond those specifically mentioned in this clause.
- 5.3. Notwithstanding the Customer's statutory rights, nothing in this Agreement shall be construed to mean, by inferences or otherwise, that the Customer has any right to access the object code or source code comprised within the Platform or Services, either during or after the Term and disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Platform or Services is prohibited.

- 5.4. Unless otherwise specified in this Agreement, the Platform and Services are provided and may only be used in conjunction with:
- i. providing access to the Platform and Services solely to Users; and
 - ii. Accessing and using the Documentation as necessary to enable use of the Platform and Services.
- 5.5. The Customer may not, except as expressly permitted in this Agreement:
- i. Lease, loan, resell, assign, licence, distribute or otherwise permit access to the Platform and Services;
 - ii. Use the Platform or Services to provide ancillary services related to the Platform or Services;
 - iii. Permit access to or use of the Solution or Services by or on behalf of any third party.
- 5.6. The Customer and Users must comply at all times with the terms of the Acceptable Use Policy. Without limiting the foregoing, the Customer must not use the Platform and Services:
- i. in any way that causes, or may cause, damage to Veset or impair the availability or accessibility of the Platform or Services;
 - ii. in any way that is unlawful, illegal, fraudulent or harmful; or
 - iii. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

6. Intellectual Property Rights

- 6.1. All Intellectual Property Rights in the Platform, Services and Documentation (save to the extent these incorporate and Content) shall remain the exclusive property of Veset and/or the IP Owner or its licensors and subcontractors. No interest or ownership in the Platform Services, Documentation or Intellectual Property Rights or otherwise is transferred to the Customer under this Agreement.
- 6.2. The Customer shall retain sole ownership of all rights, title and interest in and to Content and its pre-existing Intellectual Property Rights. The Customer grants Veset a non-exclusive, licence to use Content, Customer Intellectual Property Rights and any third party owned item on the Platform for the Term for the purposes of providing the Services to the Customer and fulfilling its other obligations under this Agreement.
- 6.3. The Customer is not allowed to remove any proprietary marks or copyright notices from the Platform or Services.

- 6.4. Where the Customer provides any Feedback to Veset or its affiliates, Veset shall own all right, title, and interest in and to the Feedback, even if Customer has designated the Feedback as confidential. The Customer hereby irrevocably transfers and assigns, and agrees to assign, to Veset or IP Owner all right, title, and interest in and to the Feedback. If for any reason such assignment is ineffective, the Customer shall grant Veset a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.
- 6.5. The Customer grants Veset the perpetual right to use Statistical Data and nothing in this Agreement shall be construed as prohibiting Veset from using the Statistical Data for business and/or operating purposes, provided that Veset does not share with any third party Statistical Data which reveals the identity of the Customer or Users, or Customer's Confidential Information.
- 6.6. Veset may take and maintain technical precautions to protect the Platform and Services from improper or unauthorised use, distribution or copying.

7. Content

- 7.1. The Customer agrees and acknowledges that it uses the Platform and Services independently from Veset. In a normal course of business, the Customer is responsible for making choices about the Content and TV Channel(s), including but limited to selecting, uploading, editing, scheduling the Content and distributing and monitoring of the TV Channels originated from the Platform or Services.
- 7.2. The Customer acknowledges and agrees that it shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of all Content.
- 7.3. Veset shall ensure that the Content stored and processed by the Platform are stored separately from, and are not co-mingled with the materials of other customers of Veset.
- 7.4. The Customer warrants and represents to Veset that the Content, and its use by Veset its employees, agents, affiliates and subcontractors in accordance with the terms of this Agreement, will not:
- i. breach any laws, statutes, regulations or legally-binding codes;
 - ii. infringe any person's Intellectual Property Rights or other legal rights; or
 - iii. give rise to any cause of action against Veset or the Customer or any third party,
 - iv. in each case in any jurisdiction and under any applicable law.
- 7.5. Where Veset reasonably suspects that there has been a breach of the provisions of Clause 7.4 Veset may suspend any or all of the Services and/or the access to the Customer's Account or the Platform.

- 7.6. Any breach of clause [7.4](#) shall be deemed to be a material breach of this Agreement.

8. Third Party Providers and Interfaces

- 8.1. The Customer acknowledges that use of the Platform and Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Veset makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party that is not a purchase of a subscription to the Platform or Services. Veset recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Veset does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Platform or Services, other than the Veset pages of the AWS Marketplace.
- 8.2. Veset shall make all reasonable efforts to ensure that any interface or integration to a third party provider or system used by the Customer operates correctly. The Customer acknowledges that the successful operation of any interface or integration is dependent upon the technical set up of the third party systems, and the Customer agrees that Veset cannot be held liable for any failures in the operation of the interface or integration. Accordingly, Veset shall have no liability or obligation whatsoever to the Customer in relation to the content on, or use of, or connection with any third party website made available via use of the Platform and Services. However, if an issue arises with regard to the effective operation of an interface or integration Veset will use all reasonable efforts to resolve the issue at the earliest opportunity.
- 8.3. The Customer acknowledges that It is responsible for ensuring that it has paid and instructed the third party to cooperate with the Veset and Veset has no liability whatsoever to the Customer for any problems with any interface or integration resulting from acts or omissions of the Customer or the third party.

9. Fees

- 9.1. Veset offers enables Customer to purchase subscriptions to the Platform and Services via the AWS Marketplace.
- 9.2. All Fees are calculated by AWS in accordance with the prices published on the AWS Marketplace for the Platform and the Services subscribed to by the Customer, confirmed in the Order completed by the Customer.
- 9.3. Fees are based upon usage. Veset uses the AWS Marketplace metering service to report metered usage related to each Account to AWS Marketplace for invoicing purposes.
- 9.4. AWS issues all invoices to the Customer and the Customer agrees to pay all Fees due under this Agreement directly to AWS in accordance with the AWS Marketplace terms of use, as amended from time to time and published at <https://aws.amazon.com/marketplace>.
- 9.5. All Fees exclude any Value Added Tax legally payable on the date of the invoice, which shall be paid by the Customer in addition, where applicable.

10. Warranties

- 10.1. Each party warrants and represents that:
 - i. it has full corporate power and authority to enter into this Agreement and to perform the obligations required hereunder;
 - ii. the execution and performance of its obligations under this Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws; and
 - iii. it shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Agreement
- 10.2. Veset warrants to the Customer that:
 - i. it has the right to licence access to the Platform and use of the Services to the Customer;
 - ii. the Services shall be performed with reasonable care and skill; and
 - iii. the Platform and Services shall be provided in accordance with the SLA.
- 10.3. No warranty is given regarding the results the Customer can achieve from using the Platform or Services or that the Platform or Services will operate uninterrupted.
- 10.4. The Customer acknowledges that complex software is never wholly free from defects, errors and bugs, and Veset gives no warranty or representation that the Platform or Services will be free from defects, errors and bugs or available or accessible at any particular time.

- 10.5. The Customer warrants and represents that it shall ensure that its network and systems comply with the relevant specification provided by Veset from time to time and that it is solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's systems to Veset's data centres and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.
- 10.6. All third party content or information provided by Veset via the Platform or Services, is provided "as is". Veset provides no warranties in relation to such content or information and shall have no liability whatsoever to the Customer for its use or reliance upon such content or information.
- 10.7. Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law.

11. Liability

- 11.1. Nothing in this Agreement shall exclude or limit liability where such exclusion or limitation is precluded by applicable law, including without limitation, liability in respect of (i) death or personal injury resulting from a Party's negligence; or (ii) fraud; or (iii) or wilful misconduct.
- 11.2. Neither Party shall be liable to the other for (i) any type of special, incidental, punitive, indirect or consequential loss; or (ii) for any loss of profit (whether categorised as direct or indirect); (iii) losses arising from business interruption; (iv) losses incurred by a third party; (v) loss of business revenue, goodwill or anticipated saving; (vi) lost, incorrect or spoiled data (including any Content), (vii) losses whether or not occurring in the normal course of business; (viii) costs of procuring substitute goods, products or services; (ix) loss of use; (x) loss of contracts; or (xi) wasted management or staff time; arising out of or related to this Agreement in tort (including negligence or breach of statutory duty), misrepresentation or however arising, even if such loss was reasonably foreseeable or either party had been advised of the possibility of the other incurring the same.
- 11.3. Veset's aggregate liability under this Agreement, for any and all claims relating to or arising under any Order, whether in contract, tort (including negligence), for breach of statutory duty, based upon an indemnity or contribution or otherwise, shall be limited to the greater of: (i) US\$3,500; or (ii) the 50% of total sum paid or payable to by AWS less relevant AWS fees with regard to the Customer to which a claim is related during the twelve month period immediately preceding the event or events giving rise to the claim.
- 11.4. The Customer shall be liable for any breaches of this Agreement caused by the acts, omissions or negligence of any Users or who access the Services or use Platform as if such acts, omissions or negligence had been committed by the Customer itself.

- 11.5. The Customer shall not raise any claim under this Agreement more than 1 year after: (i) discovery of the circumstances giving rise to a claim; or (ii) the effective date of termination or expiry of this Agreement.
- 11.6. The parties acknowledge and agree that in entering into this Agreement, each had recourse to its own skill and judgement and have not relied on any representation made by the other, their employees or agents.

12. Indemnity

- 12.1. The Customer defend, indemnify and hold Veset, its affiliates, and their employees, sub-contractors or agents harmless from and against any costs, losses, fines, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from: (i) any claimed infringement or breach by the Customer or User of any Intellectual Property Rights with respect to use of the Platform or Services outside of the scope of this Agreement; (ii) by Veset or its affiliates of any Content or Customer or User or provided item in providing the Platform or Services; (iii) any access to or use of the Platform or Services by a User; (iv) any use of an Account; (v) any breach of the terms of this Agreement by a User; or (v) breaches of data protection law or regulations or the terms of the DPA by the Customer or User, (a "Customer Indemnity Event") and Veset shall be entitled to take reasonable measures in order to prevent any breaches of third party rights from continuing.
- 12.2. Veset shall (i) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer; (ii) provide to the Customer reasonable assistance in relation to the Customer Indemnity Event; (iii) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Customer Indemnity Event (provided the Customer is and continues to diligently defend Veset); and (iv) not admit liability in connection with the Customer Indemnity Event or settle the Customer Indemnity Event without the prior written consent of the Customer.
- 12.3. Veset shall at its own expense, defend or at its own option settle any claim brought against the Customer by a third party on the basis of an infringement of any Intellectual Property Rights by the Platform or Services (excluding any claim deriving from any Content or Customer or User provided item) and pay any final judgment entered against the Customer on such issue or any settlement thereof, provided that: (i) the Customer notifies Veset promptly of each such claim; (ii) Veset is given sole control of the defence and/or settlement; and (iii) the Customer fully co-operates and provides all reasonable assistance to Veset in the defence or settlement.

- 12.4. If all or part of the Platform or Services becomes, or in the opinion of Veset may become, the subject of a claim or suit of infringement, the Company shall at its own expense and sole discretion: (i) procure for the Customer the right to continue to use the Platform or Service or the affected part thereof; or (ii) replace the Platform or Service or affected part with another suitable non-infringing service or software; or (iii) modify the Platform or Services or affected part to make the same non-infringing.
- 12.5. The Company shall have no obligations under clauses 12.3 and 12.4 above to the extent that a claim is based on: (i) modification of the Platform or Services by anyone other than Veset; (ii) the combination, operation or use of the Platform or Services with other services or software not provided by Veset if such infringement would have been avoided in the absence of such combination, operation or use; or (iii) the use of the Platform or Services in any manner inconsistent with the terms of this Agreement; or (iv) the negligence or wilful misconduct of the Customer or Users.
- 12.6. Clauses 12.3 to 12.5 state the Customer's sole and exclusive rights and remedies and Veset's entire obligations and liability for any claims made under these clauses.

13. Confidentiality

- 13.1. Each party receiving Confidential Information (the "Receiving Party") from the other party agrees to (i) keep confidential and not disclose any of the Confidential Information belonging to the other party ("**Disclosing Party**") to any person save as expressly permitted by this clause; and (ii) protect the Disclosing Party's Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 13.2. Confidential Information belonging to the other party may be disclosed by the Receiving Party to the Receiving Party's officers, employees, agents, insurers and professional advisers to the extent necessary for the performance of this Agreement, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.
- 13.3. The obligations set out in this Clause shall not apply to:
- i. Content;
 - ii. Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
 - iii. Confidential Information that is in possession of the Receiving Party prior to disclosure by the Disclosing Party;
 - iv. Confidential Information that is received by the Receiving Party from an independent third party who has a right to disclose the relevant Confidential Information; or

- v. Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must, where permitted by law, give to the other party prompt written notice of the disclosure requirement.

14. Data Protection

- 14.1. Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.
- 14.2. To the extent that personal data is processed when the Customer or Users use the Platform or Services, the parties acknowledge that Veset is a data processor and the Customer is a data controller and the parties shall comply with their respective obligations under applicable data protection law and the terms of the DPA.
- 14.3. If a third party alleges infringement of its data protection rights, Veset shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.
- 14.4. Where Veset collects and processes personal data of the Customer, as a data controller, when providing the Platform and Services to the Customer or Users, such collection and processing shall be in accordance with the Privacy Policy.

15. Identification Rights

- 15.1. The Provider shall have the right to identify the Customer as a client, and to use Customer's logo in Veset's general marketing materials, and the Customer shall have the right to identify Veset as the provider of the Platform and Services, and to use Veset's logo in connection with Customer's use of the Platform and Services.

16. Term and Termination

- 16.1. This Agreement shall come into force on the Effective Date and will continue in force until terminated in accordance with this Clause [16](#).
- 16.2. Either party may terminate this Agreement immediately by giving written notice to the other if the other party commits any material breach of any term of this Agreement, and:
- the breach is not remediable; or
 - the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of an electronic notice requiring it to do so.
- 16.3. Where the Customer purchases a subscription of the Platform or Services through the AWS Marketplace, this Agreement may be terminated by the Customer at any time through the AWS Marketplace by unsubscribing from the Service.
- 16.4. Either party may terminate this Agreement immediately by giving written notice to the other party if (i) the other party is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or (ii) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or (iii) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or (iv) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order; or (v) a Force Majeure event last more than 30 days.
- 16.5. Veset may terminate this Agreement, access to the Platform or Services with immediate effect if (i) The Customer has used or permitted use of the Platform and Services other than in accordance with this Agreement; or (ii) Veset is prohibited under applicable law, or otherwise from providing the Platform or Services.

17. Effects of termination

- 17.1. Upon termination, all obligations and clauses that by their nature should continue after termination shall survive the expiry or termination of this Agreement and shall remain in force and effect.
- 17.2. Termination of this Agreement will not affect either party's accrued liabilities and rights as at the date of termination.
- 17.3. Following the termination, Veset shall:

- immediately cease providing access to the Platform and provision of the Services;
- at the option of the Customer, following receipt of a request from the Customer delete or return (in accordance with the terms of the DPA) any personal data stored on the Platform;
- thereafter be entitled to irrevocably delete all Content from the Platform;
- retain data related to the deleted Account in accordance with the DPA.

18. General

- 18.1. Force Majeure. Neither party shall be liable for any breach of its obligations hereunder (except for any payment obligations) resulting from Force Majeure. In such circumstances, the party suffering the Force Majeure a party may suspend performance of those of its obligations (excluding any payment obligations) as are prevented by such cause. Notice of such cause shall be given in writing to the other party as soon as reasonably practicable, such notice to contain details of the relevant cause.
- 18.2. Invalidity of terms. If any provision of this Agreement shall be found by any court or tribunal of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the legal and commercial objectives of the invalid or unenforceable provision.
- 18.3. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties governing the subject matter of this Agreement, superseding all related proposals, statements, representations, negotiations, discussions and arrangements and any other written or other communication between the parties relating to the subject matter thereof. Nothing in this Agreement excludes liability for fraud.
- 18.4. Conflicts. In the event of any conflict or inconsistency between any provisions contained in this Agreement, the provisions shall prevail in accordance with the following hierarchy (highest first):
- a. Terms and Conditions;
 - b. Acceptable Use Policy;
 - c. SLA;
 - d. DPA; and then
 - e. Privacy Policy.

- 18.5. Amendments. Veset reserves the right to make amendments from time to time to the Agreement. The Customer's use of the Platform, and receipt of the Services, is governed by the terms of the Agreement in force at the time that the Customer uses the Platform or the time that the Services are delivered (as appropriate). Changes to any terms of the Agreement will be notified to the Customer in writing, which includes an email (an "Amendment Notice"). The Customer shall have a period of thirty (30) days following the date of an Amendment Notice to terminate this Agreement (by unsubscribing in the AWS Marketplace) if it does not agree to the changes in the Amendment Notice. If the Customer does not unsubscribe in response to an Amendment Notice within the thirty day period the Customer shall be deemed to have accepted the Amendment Notice on expiry of this period.
- 18.6. No Waiver. No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 18.7. Assignment. Subject to the remaining provisions of this Clause 18.7, neither party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement, and all its rights and obligations under this Agreement, to a successor entity in the event of a sale of all or substantially all of that party's stock or assets, merger, consolidation or other change of control transaction, or by operation of law, PROVIDED that; (i) the assignee undertakes to the other Party to be bound by and perform the obligations of the assignor under this Agreement; and (ii) the assignment is not to a competitor of the non-assigning party.
- 18.8. Third Party Rights. Except as expressly provided, nothing in this Agreement is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.
- 18.9. Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of England and Wales. Any dispute arising between the parties in connection with or arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 18.10. Notices. Notices to Veset must be sent by email to vil_legal@veset.tv and notices to the Customer may be sent by email to the email address of the Super User.
- 18.11. Independent parties. The parties shall be independent contractors hereunder and this Agreement shall not create or form any partnership, franchise, joint venture, agency, representative or employment relationship between the parties. Neither party shall make any express or implied agreements, warranties, guarantees, commitments or representations, or incur any debt, in the name or on behalf of the other party.
- 18.12. Language. The governing language of this Agreement and any correspondence shall be English.

Acceptable Use Policy

1. This Policy

This Acceptable Use Policy (“**AUP**”) sets out the rules governing a Customer or Users (“**you**” or “**your**”) use of the Services and the Platform. By using the Platform or the Services, you agree to the rules set out in this Policy. Capitalised terms in this AUP shall have the meaning set out in the Terms and Conditions.

2. General restrictions

You must not use the Platform or Services in any way that causes, or may cause, damage to the Platform or Services or impairment of the availability or accessibility of the Platform or Services, or any of the areas of, or services on, the Platform. You must not use the Platform or Services:

- i. in any way that is unlawful, illegal, fraudulent or harmful; or
- ii. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; or
- iii. to solicit the Account or access any Account that belongs to another User, or undertake any related actions that violate the privacy or publicity rights of another User.

3. Unlawful and illegal material

You must not use the Platform or Services to store, host, copy, distribute, display, publish, transmit or send content that is illegal or unlawful, or that will or may infringe a third party’s legal rights, or that could give rise to legal action whether against you, against Veset or against a third party (in each case in any jurisdiction and under any applicable law). Content (and its distribution via the Platform or Services) must not:

- i. be libellous, defamatory or maliciously false;
- ii. be obscene or indecent;
- iii. discriminate against any person based on race, sex, religion, nationality, disability, sexual orientation or age;
- iv. copy any person, or misrepresent the identity or affiliation of any person with any other person;
- v. deceive, or be likely to deceive, any person;
- vi. promote illegal activity;
- vii. threaten, abuse or cause annoyance, inconvenience or needless anxiety;
- viii. give the impression that it emanates from or is approved or endorsed by, us if this is not the case;
- ix. infringe any Intellectual Property Rights of any person;
- x. infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- xi. constitute negligent advice or contain any negligent statement;

- xii. constitute an incitement to commit a crime or acts of terrorism;
- xiii. be in contempt of any court, or in breach of any court order;
- xiv. be in breach of official secrets legislation; or
- xv. be in breach of any contractual obligation owed to any person.

You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaints.

4. Use by Minors

The use of any of the Platform or Services by anyone under the age of consent in the country in which the person is located is prohibited. No Account may be used by a minor and permitting the use of an Account by a minor shall be in breach of this AUP.

If you are in doubt regarding the interpretation of definitions describing Content in this AUP, it is your obligation to consult with Veset prior to uploading such Content into the Platform or Services.

5. Graphic material

Content must not depict violence in an explicit, graphic or gratuitous manner.

Content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature.

6. Breaches of this AUP

Without prejudice to Veset's legal rights, if the Customer breaches this AUP in any way, or if Veset reasonably suspect that the Customer and/or any of its Users have or are likely to breach this AUP in any way, Veset may:

- i. send you one or more formal warnings;
- ii. temporarily suspend your access to a part or all of the Platform and the Services if you have not taken action to address the AUP breaches; and/or
- iii. permanently prohibit you from using a part or all of the Platform and cease providing the Services.

Veset excludes all liability for its actions taken in response to breaches of this AUP. The responses described in this AUP are not limited, and Veset may take any other action Veset reasonably deems appropriate.

6. Banned users

Where Vezet suspends or prohibits access to the Platform or a part of the Platform, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

7. Monitoring

Notwithstanding the provisions of this AUP, Vezet does not actively monitor Content.

8. Hyperlinks

You must not link to any website or web page containing material that would, were it posted on the Platform, breach the preceding terms of this AUP.

9. Harmful software

You must not use the Platform or Services to promote or distribute any viruses, Trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.

10. Report abuse

If you become aware of any material on the Platform or in the Services that contravenes this AUP, you should notify Vezet by email at the following address: vil_legal@veset.tv.

Service Level Agreement (“SLA”)

All terms in capitals used in this SLA shall have the meaning set out in the Term and Conditions unless defined otherwise in this SLA.

Customer Support Services

1. Helpdesk

Vezet will make available for no additional cost to the Customer the following services:

- 1.1. an email helpdesk facility during Business Hours for the purposes of answering queries, assisting the Customer with the proper use of the Platform and determining the causes of errors and resolving errors in the Platform in accordance with Clause 3 of this SLA.
- 1.2. The Customer must make all requests for support services through the support form available on the Platform and all such requests must include sufficient information to allow Vezet to give the Customer a satisfactory resolution to its request.

2. Response and resolution

- 2.1. Vezet shall:
 - a. use all reasonable endeavours to respond to requests for support services made through the helpdesk; and
 - b. use all reasonable endeavours to resolve issues raised by the Customer.
- 2.2. Vezet shall determine, acting reasonably, into which severity category an issue raised falls.
 - a. *Critical Issues* are those where the User(s) experiences complete or critical loss of significant operation of the Platform such as
 - extended loss of access to the Platform through the UI or
 - Playout Agent stopped to play in accordance with a user-defined schedule, when scheduled media is available for playout.
 - b. *Non-critical Issues* are all issues which are not defined as Critical (including general queries).

- 2.3. Response times for Critical Issues received by Vezet within Business Hours is 3 Business Hours and for Non-critical issues 12 hours.

3. Limits on Support Services

- 3.1. Where the total man hours spent by Vezet providing support services under Clause 2 and 3 during any calendar month exceeds 3 hours for Non-Critical Issues, then Vezet shall cease to have an obligation to provide any more support services to the Customer during that period; unless Vezet agrees to provide additional such support services to the Customer during that period subject to payment by the Customer of additional fees at Vezet's hourly rates applicable from time to time and such arrangement shall be subject to separate written agreement not covered by the terms of this Agreement.
- 3.2. Vezet shall have no obligation under the Agreement to provide support services in respect of any fault or error caused by:
- a. the improper use of the Platform or Services; or
 - b. the use of the Platform or Services otherwise than in accordance with the Documentation.

Maintenance Services

4. Upgrades

- 4.1. Vezet separates the Platform into the two main logical components in relation to Upgrades:
- a. The central logical component of the Platform deployed and hosted in Vezet's cloud account manages all customer accounts, content libraries, database, logs, ingest processes, playlists, channel and playout subsystems, referred as *the Backend*.
 - b. The second logical software component is the *Playout Agent*. The Playout Agent manages the Playout functionality and its main function is the generation of continuous scheduled and uninterrupted TV Channel IP stream.
- 4.2. The Customer acknowledges that from time to time during the Term Vezet shall apply or propose to apply Upgrades to the Platform.
- a. If Upgrades cover functionality related to the Backend the Provider may apply such Upgrades as necessary at any time. Where an Upgrade makes material changes to the functionality of the Backend, Vezet shall use reasonable efforts to give the Customer advance notice of such changes.
 - b. If Upgrades may affect the operation of Playout Agents and require interruption of a Playout operation Users will be notified through the UI and

[by email] that such Upgrade for the Payout Agent has been made available to him or her by Veset. The Customer shall perform the Upgrade itself within 3 months of notification (the **"Customer Payout Maintenance"**). If such Upgrade has not been carried out by the Customer within this period Veset reserves the right to discontinue support of the Platform and Services and any uptime commitments.

5. Service Levels

- 5.1. Veset shall use commercially reasonable endeavours to ensure that the Platform's key functionality is available 24 hours a day, 7 days a week, with a minimum monthly uptime commitment of:
- a. 99.5% for UI (**"UI Uptime"**). UI Uptime is calculated by taking the total number of minutes in a calendar month less the number of minutes of UI Uptime and Payout Uptime, as applicable, in the calendar month, divided by the total number of minutes in the calendar month. If UI is not available to the User(s) this may qualify as **"UI Downtime"**.
 - b. 99.9% for Payout (**"Payout Uptime"**). Payout Uptime is calculated by taking the total number of minutes in a calendar month less the number of minutes of Payout Uptime, as applicable, in the calendar month, divided by the total number of minutes in the calendar month. For Payout Uptime any interruption time subtracted from it shall mean a complete loss of all sound and/or vision or any material disruption (including partial loss of sound and or vision) of the video stream from the Platform (the **"Payout Interruption"**).
 - c. Jointly UI Downtime and Payout Interruption are herein jointly referred to as **"Downtime"** or as **"Downtime Events"**. Multiple Downtime Events occurring simultaneously will be considered a single Downtime Event.

- 5.2. Downtime Events shall not be included in the calculation of Downtime if they were caused by
 - a. factor beyond Veset's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Platform;
 - b. any actions or inactions by the Customer (e.g. playlist having not been prepared on time, or incorrect or corrupt Content ingested);
 - c. the Customer's and/or third party equipment, software or other technology (other than third party services within Veset's direct control);
 - d. the Provider's suspension or termination of the Customer's right to use the Platform or Services in accordance with the Acceptable Use Policy; or
 - e. the Customer Payout Maintenance as described in 4.2.b.
 - f. the Scheduled Maintenance as described in 7.1.
- 5.3. The Customer is solely responsible for ensuring that the stream generated by Payout to be transmitted to the intended recipient, which includes, without limitation, ensuring that any internet connection(s) between respective AWS data centre where the Platform and Services are deployed and the intended recipient(s) are available and are sufficient to handle the data transfer.
- 5.4. If Veset fails to satisfy either (or both) the Payout Uptime commitment and/or the UI Uptime commitment during a calendar month, Veset will issue a credit in an amount equal to the following:
 - a. **"SLA Payout Credit"** = Total cumulative minutes of Payout Interruption less than the allowed monthly downtime of 43 minutes (corresponding to Payout Uptime commitment of 99.9%) multiplied by the effective per minute rate for the active Payout
 - b. **"SLA UI Credit"** = total cumulative minutes of UI Downtime less than allowed monthly UI Downtime of 360 minutes (corresponding to UI Uptime commitment of 99.5%) multiplied by the total effective per minute rate excluding any fees for Payout, charged to the Customer .
- 5.5. The sum of SLA Payout Credit and SLA UI Credit (jointly **"SLA Credits"**) cannot exceed 50% of the monthly paid by the Customer via the AWS Marketplace for the respective Platform or Services.
- 5.6. In order to enable a refund of the SLA Credits the Customer shall supply the Customer's email address that is associated with their AWS account and the Customer's AWS account number of the account including the AWS account ID for the linked account

used to subscribe to the Platform or Services.

- 5.7. The provision by Veset of the SLA Credit is the Customer's sole and exclusive remedy for Downtime. No SLA Credits in total for all downtimes shall exceed 50% of the total fees paid by the Customer for the Platform or applicable Services affected during any calendar month. The Provider shall use the necessary and appropriate measuring and monitoring tools and procedures to continuously measure the Service Levels.

6. Back-up and restoration

- 6.1. The Customer acknowledges that Content will be stored in Amazon S3 in Veset's account or alternative cloud storage as defined by the Customer in its Account.
- 6.2. In the event of the loss of, or corruption of the Content ingested into the Platform, Veset Stratus does not provide a functionality to restore such content and encourages the Customer to seek other Content backup alternatives.
- 6.3. For the avoidance of doubt once the Customer unsubscribes from its subscription to the Platform or Services in AWS Marketplace, all Content and Account settings will be removed and cannot be restored.

7. Scheduled Maintenance

- 7.1. Veset may suspend access to the Platform and stop playout in order to carry out scheduled maintenance, such suspension to be for not more than 60 minutes in each calendar month. For the avoidance of doubt Veset shall use all reasonable endeavours to minimise any interruptions to continuous operation of the Customer's Playouts during scheduled maintenance.
- 7.2. Veset must give to the Customer at least 7 days' written notice of scheduled maintenance through the Platform's dashboard and email, including full details of the expected Platform downtime.