

**BY ACCEPTING THE TECHNICAL SUPPORT QUOTATION OR ORDER DOCUMENT INCORPORATING THESE SERVICES (THE "ORDER FORM"), YOU ACCEPT AND AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS AND CONDITIONS**

## SAAS SERVICE TERMS & CONDITIONS

This VSN Cloud Services Contract (this "Contract") is between VSN Video Stream Network, S.L. ("VSN") and the individual or legal entity that has entered into this Contract ("You"). This Contract sets out the terms and conditions governing the orders of VSN Services for which you have contracted.

### 1. DEFINITIONS

**1.1. "Supplementary Program"** means any tool or software agent owned or licensed by VSN, which VSN makes available to You as part of the Cloud Services for the purpose of facilitating Your access, operation and/or use with the Service Environment. The term "Supplementary Program" does not include Separately Licensed Third-Party Technology.

**1.2. "Cloud Services"** shall mean, collectively, VSN's cloud services (e.g., related VSN Software) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services or Consulting Services.

**1.3. "VSN Software"** shall mean software products owned or licensed by VSN to which VSN provides you with access as part of the Cloud Services, including software documentation, and software updates provided as part of the Cloud Services. The term "VSN Software" does not include separately Licensed Third-Party Technology.

**1.4. "Professional or Consulting Services"** shall mean, collectively, the consulting, support, and other professional services that You have ordered. Professional Services include the deliverables described in Your Order Form and delivered by VSN. The term "Professional or Consulting Services" does not include Cloud Services.

**1.5. "Software Documentation"** shall mean any manuals that may be provided by VSN relating to the VSN Software.

**1.6. "Separate Terms"** refers to the separate license terms applicable to the Separately Licensed Third-Party Technology.

**1.7. "Separately Licensed Third-Party Technology"** shall mean third party technology that is licensed under Separate Terms and not pursuant to the terms of this Contract.

**1.8. "Services"** shall mean, collectively, the Cloud Services and Professional Services that You have requested.

**1.9. "Service Environment"** shall mean the combination of hardware and software components owned, licensed, or managed by VSN, and for which VSN provides access to You and Your Users as part of the Cloud Services You have ordered. As applicable, and in accordance with the terms of this Contract and Your order, VSN Software, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

**1.10. "Service Specifications"** shall mean the descriptions included in the Order Form or Order, or that web address indicated by VSN, which are applicable to the Services.

**1.11. "Service Period"** shall mean the period of time that You have contracted for the Cloud Services as detailed in Your order or the Contract.



**1.12. "Third-Party Content"** shall mean files, images, graphics, illustrations, information, data, audio, video, photographs, text and other content and materials, in any format, obtained or derived from third party sources external to VSN.

**1.13. "Users"** shall mean employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the VSN Cloud Services in accordance with this Contract and Your order.

**1.14. "You"** and "Your" refers to the Client, natural or legal person who has entered into this Contract.

**1.15. "Your Applications"** shall mean the software programs, including any source code for such programs, that You or Your Users provide and upload to, or create through the use of, any VSN "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. The Services under this Contract, including VSN Software and Service Environments, VSN's intellectual property, and all derivative works thereof, do not fall within the definition of "Your Applications".

**1.16. "Your Content"** shall mean all files, images, graphics, illustrations, data, audio, video, photographs and other content and materials (except Your Applications), in any format, provided by You or Your Users, which reside on or run on or through the Service Environment.

## 2. SUBJECT OF CONTRACT

This Contract is valid for the purchase order (also referred to herein as "the Order") that accompanies it. This Contract may also be referenced for any purchases that increase the quantity of the original Services ordered (e.g., additional Concurrent Users), for any Cloud Services options offered by VSN with respect to the original Services that are the subject of the Contract, and for any renewal of the Service Period of the original order.

## 3. RIGHTS GRANTED

**3.1** During the term of the Service Period and subject to Your payment obligations, and except as otherwise provided in this Contract or Your order, You will have a limited, worldwide, non-exclusive, non-assignable right to access and use the Services You have ordered, including any developments made by VSN and delivered to You as part of the Services, solely for Your internal business, and in accordance with the terms of this Contract and Your order, including the Service Specifications. You may permit Your Users to use the Services for this purpose and You are responsible for ensuring that such use is in accordance with this Contract and the order.

**3.2** You do not acquire any rights or licenses under this Contract to use the Services, including VSN Software and the Service Environment, beyond the scope and/or duration of the Services stated in Your order. Upon completion of the Services ordered, your right to access and use the Services will terminate.

**3.3** In order to enable VSN to provide the Services to You and Your Users, You grant VSN the right to use, process and transmit, in accordance with this Contract and Your order, Your Content and Your Applications during the term of the Service Period and for any additional period following termination during which VSN provides access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party software, You acknowledge that VSN may allow providers of such third-party software to access the Service Environment, including Your Content and Your Applications, as required for the interoperation of such third-party software with the Services. VSN shall not be liable for the use, disclosure, modification or deletion of Your Content or Your Applications as a result of such access by third party software providers or for the interoperability of such third-party software with the Services.





**3.4** Except as otherwise expressly provided in Your order for certain Cloud Services offerings, You acknowledge that VSN has no delivery obligation with respect to the VSN Software and will not send You copies of such software as part of the Services.

**3.5** The Services may contain or require the use of Separately Licensed Third-Party Technology. You are responsible for complying with VSN's Separate Terms governing Your use of the Separately Licensed Third-Party Technology. VSN may include certain notices to You in the Service Specifications or Program Documentation. The third-party owner, author, or provider of such Separately Licensed Third-Party Technology retains full ownership and intellectual property rights in such Separately Licensed Third-Party Technology.

**3.6** As part of certain Cloud Services offerings, VSN may provide You with access to Third Party Content within the Service Environment. The type and scope of Third-Party Content is defined in the Service Specifications applicable to Your order. The third-party owner, author or provider of such Third-Party Content retains full ownership and intellectual property rights in such content, and Your rights to use such Third-Party Content are subject to and governed by the terms applicable to such content as provided by such third-party owner, author, or provider.

## 4. OWNERSHIP AND RESTRICTIONS

**4.1** You retain full ownership and intellectual property rights in Your Content and Your Applications. VSN or its licensors retain full ownership and intellectual property rights in and to the Services, including VSN Software and Supplemental Software and derivative works thereof, and anything developed or delivered by or on behalf of VSN under this Contract.

**4.2** You may not, nor may you request or permit any third party to:

- a) remove or modify any program, trademarks, or proprietary rights notices of VSN or its licensors.
- b) make software or materials derived from the Services (except for Your Content and Your Applications) available to third parties in any way for use in the third party's business operations (unless such access is expressly permitted for the specific Services that You have purchased).
- c) modify or create derivative works, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include, but are not limited to, the revision of data structures or similar materials produced by the programs), or access or use the Services for the purpose of developing or supporting, and/or assisting a third party to develop or support, products or Services competitive with VSN's products or Services;
- d) conduct or disseminate benchmark or performance tests of the Services, including the VSN Software.
- e) performing or disseminating any of the following security testing of the Service Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f) license, sell, give, or take for rent, transfer, assign, distribute, host, subcontract, permit use as a timesharing system or service bureau or otherwise commercially exploit or make available to third parties the Services, VSN Software, the Supplemental Software, the Service Environments or VSN Materials, except as expressly authorized under the terms of the respective order.

It is also expressly forbidden to:

- (a) use the VSN platform in any manner that could damage, disable, overburden, or impair the VSN platform, or use it in any manner that could interfere with any other party's use and enjoyment of the platform.





(b) sending or storing material that contains software containing viruses, worms, Trojan horses or harmful computer code, files, scripts, agents, or programs.

(c) interfere with or affect the integrity or performance of the Services or the data contained therein; or

(d) attempt to gain unauthorized access to the Services or related systems or networks.

## 5. SERVICE SPECIFICATIONS

**5.1** The Services are subject to and governed by the Service Specifications applicable to Your order. The Service Specifications may define the management processes applicable to the Services, the types and amounts of system resources (such as storage allocations), technical and support services aspects of VSN's (and in some cases third party) Programs, as well as the deliverables of the Services. You acknowledge that use of the Services in a manner contrary to the Service Specifications may adversely affect the performance of the Services and/or result in additional fees. If the Services allow You to exceed the quantity ordered (e.g., flexible limits on the number of Users, sessions, storage, etc.), You will be responsible for promptly purchasing additional quantities to cover Your excess usage for storage. For each month in which You do not purchase such additional quantity, VSN may require You to pay, in addition to the fees for the additional quantity, an excess usage fee applicable to such Services equal to 150% of the total fees for the month in which such excess usage occurred.

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**5.2** VSN may make modifications or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Service Period, including those intended to reflect changes in technology, industry practices, system usage patterns, and availability of Third-Party Content. The Service Specifications are subject to change at VSN's discretion; however, VSN's changes to the Service Specifications shall not result in a significant reduction in the level of performance or availability of the respective Services provided to you during the term of the Service Period with the exception of migration processes, supplier changes which will be communicated to you in a timely manner.

**5.3** The Data Centre where Your Service Environment will reside will depend on the requested services and the specific quote. As described in the Service Specifications and according to the scope applicable to the Cloud Services You have ordered, VSN will provide production, test, and backup environments if so indicated in Your order. VSN may perform certain aspects of the Cloud Services, such as service management and support, as well as other Services (including Professional or Consulting Services and disaster recovery), from locations and/or through the use of subcontractors, on a global basis.

## 6. USE OF SERVICES

**6.1** You shall be responsible for identifying and authenticating all Users, for approving access to the Services by such Users, for controlling unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords, and account information. By associating Your and Your Users' usernames, passwords, and accounts with VSN, You agree to accept responsibility for the timely and correct deletion of Users' records from Your local identity infrastructure (intranet) or Your local information systems. VSN is not responsible for any damage caused by Your Users, including persons who were not authorized to access the Services but were able to access because usernames, passwords or accounts were not deleted in a timely manner from Your local identity management infrastructure or Your local information systems.

You are responsible for all activities that occur under Your or Your Users' username, password, or account, or as a result of Your or Your Users' access to the Services, and You agree to notify VSN





immediately of any unauthorized use. You agree to use all reasonable efforts to prevent unauthorized third parties from accessing the Services.

**6.2** You agree not to use or permit the use of the Services, including by uploading, emailing, posting, publishing, posting or otherwise transmitting, any material, including Your Content, Your Applications and Third Party Content, for any purpose that (a) involves a threat or harassment to any person or causes damage or injury to any person or property; (b) involves the posting of false, defamatory, harassing or obscene material; (c) violates privacy rights or promotes bigotry, racism, hatred or harm; (d) constitutes unsolicited bulk e-mail, junk mail, spam or chain letters; (e) constitutes an infringement of intellectual property or other proprietary rights; or (f) otherwise violates applicable laws. In addition to any rights of VSN under this Contract, VSN reserves the right, but shall have no obligation, to take corrective action if any material violates the restrictions in the preceding sentence, including removing or disabling access to such material. VSN shall have no liability to You or any third party should VSN take such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all of Your Content and Your Applications. You agree to defend and indemnify VSN against any claim arising from a breach of Your obligations under this clause.

**6.3** You must accept all patches, bug fixes, updates, service packs and maintenance (collectively, the "Patches") necessary for the proper operation and security of the Services, including for VSN Software, as such Patches are made available by VSN as described in the Service Specifications. VSN is not responsible for performance or security issues with the Cloud Services resulting from Your failure to accept the application of Patches necessary for the proper functioning and security of the Services. Except for emergency or security-related maintenance activities, VSN will coordinate with You to schedule the application of Patches, where possible, based on VSN's available standard maintenance schedules.

## 7. FEES AND TAXES

**7.1** All fees payable for the Services shall be due within 30 days of the date of invoice. Once submitted, Your order may not be cancelled, and any sums paid are non-refundable, except as provided in this Contract or in Your order. You shall pay any sales, value added or other similar taxes required by applicable law that VSN is required to pay in connection with the Services You have ordered, except for taxes based on VSN's income. You will also reimburse VSN for reasonable expenses related to the provision of Professional Services. The fees for the Services set out in an order document do not include taxes and charges, import duties, customs, or other shipping charges.

**7.2** Renewal fees will be increased by an amount not less than 2.5% year-on-year and generally linked to the Spanish CPI. The increased rates shall be applicable automatically, without the need for prior notice. The delay in applying the increase shall not imply waiver or expiry of the same. Under no circumstances shall the amount of the tariffs be revised downwards. Notwithstanding the foregoing, VSN may revise the tariffs to adapt them to new developments and variations in the services and their features or functionalities, which will be communicated to you thirty (30) days prior to their application. The modified tariffs will be automatically incorporated into the present Contract in substitution of the previous one.

**7.3** In the event that You return the collection of a bill or delay payment for more than 15 days from the due date of the invoice, either of a periodic instalment or of a percentage of the price, it will be understood that there has been a delay in payment. In this case, the sum of the interest rate of 3% will be applied to the total amount of the debt. Likewise, you will be charged the costs generated by the return of any receipt and will give VSN the right to suspend the supply of the Services. In addition, total or partial non-payment will entitle VSN to block access to the services contracted by the Client until the amounts owed are paid.

Barcelona, Spain  
VSN EMEA

Miami, FL, USA  
VSN NORTH AMERICA

Hong Kong  
VSN ASIA PACIFIC

Montevideo, Uruguay  
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## 8. PERIOD OF SERVICES; TERMINATION OF SERVICES

**8.1** The Services under this Contract shall be provided for the Service Period as defined in Your order, unless suspended or terminated earlier in accordance with this Contract or the order. The duration of the Services shall automatically renew for further successive periods for the same initial period. Either Party may indicate its intention not to renew such Cloud Services by notifying the other Party at least thirty (30) days prior to the end of the respective Service Period of its intention not to renew such Cloud Services.

New orders placed after acceptance of this Contract shall also have the same duration and extension conditions set out in the preceding paragraph, except in those cases where the specific Order accepted indicates other conditions in this respect.

**8.2** Unless specifically specified in the Order Form, the term of the Services shall be for a minimum of one year from the date of signature of the Order Form or, where applicable, the effective date of activation of the Service, which may be automatically extended for the same annual period, unless expressly denounced by either of the Parties, which must be communicated to the other, in a reliable manner, at least 120 days prior to the expiry of the initial term or any of its extensions. Voluntary early termination by the Client shall not exempt him/her from payment of the total outstanding fees until the end of the duration of the Service or any of its extensions.

If at the time of the termination of a Service one or more Services are in force, they shall continue to be provided until their termination under the terms set out in the respective Order Form.

**8.3** Upon termination of the Services, You will no longer have rights to access or use the Services, including VSN Software and associated Service Environments. Notwithstanding the foregoing, and upon Your request, for a period of up to 30 days after the end of the respective Service Period, VSN will make Your Content and Your Applications then in the Service Environment available for Your retrieval. At the end of such 30-day period, and except as required by applicable law, VSN will remove or otherwise make inaccessible Your Content and Your Applications that remain in the Service Environment.

**8.4** VSN may temporarily suspend Your password, account and access to and use of the Services if You or Your Users violate any provision contained in the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' clauses of this Contract or if, in VSN's reasonable discretion, the Services or any component of the Services may suffer a significant threat to security or functionality. VSN will give you reasonable advance notice of such suspension at VSN's discretion based on the nature of the circumstances giving rise to the suspension. VSN will use reasonable efforts to restore the affected Services promptly once VSN determines, in its reasonable discretion, that the situation giving rise to the suspension has been remedied. Notwithstanding the foregoing, during any period of suspension, VSN will make Your Content and Applications available to You as they exist in the Service Environment on the date of suspension. VSN may terminate the Services pursuant to an order if any of the foregoing causes for suspension are not cured within 30 days after VSN's notice to You to You. Any suspension or termination by VSN under this paragraph shall not relieve VSN of Its obligation to make payments under this Contract.

**8.5** If either party is in breach of a material term of this Contract and fails to cure such breach within 30 days after written notice of such breach, such party shall be deemed to be in breach and the party affected thereby may terminate the order under which the breach occurred. If VSN terminates the Order pursuant to the foregoing, You shall pay within 30 days all amounts accrued through the date of termination, as well as any outstanding amounts due for Services under such Order, plus any related taxes and fees. Except for non-payment of fees, the defaulting party may, at its sole discretion, extend the 30-day period to cure the default so long as the defaulting party





continues to use reasonable efforts to cure the default. You agree that if you are in default under this Contract, you may not use the Services requested.

**8.6** The provisions which shall survive termination or expiration of this Contract are those relating to limitation of liability, indemnification, payments, and others which by their nature are intended to survive.

## 9. CONFIDENTIAL

**9.1** Under this Contract, each party may have access to confidential information of the other party ("Confidential Information"). Each party agrees to disclose only such information as is necessary for the performance of its obligations under this Contract. Confidential Information shall be limited to the terms and pricing under this Contract, Your Content and Your Applications residing in the Service Environment, as well as any information clearly identified as confidential at the time of disclosure.

**9.2** Confidential Information of a party shall not include information that: (a) is or becomes part of the public domain by reason other than through the act or omission of the other party; (b) was in the lawful possession of the other party prior to disclosure and was not obtained by the other party directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction as to such disclosure; or (d) is independently developed by the other party.

**9.3** The parties agree not to disclose each other's Confidential Information to third parties other than those mentioned below for a period of three years from the disclosure of the Confidential Information by the disclosing party to the receiving party. Notwithstanding the foregoing, VSN shall keep Your Confidential Information residing within the Service Environment confidential for as long as such information resides within the Service Environment. The parties may disclose Confidential Information only to those employees, representatives or subcontractors who are required to protect it from unauthorized disclosure in accordance with a level of protection no less than that established under this Contract. VSN will protect the confidentiality of Your Content or Your Applications residing in the Service Environment in accordance with VSN's security practices defined as part of the Service Specifications applicable to Your order. In addition, the processing of Your Personal Data will be in accordance with the terms of Clause 11 below. Nothing shall prevent the parties from disclosing the terms or pricing under this Contract or orders placed under this Contract in any legal action arising under or as a consequence of this Contract or from disclosing the Confidential Information to any governmental entity where required by law.

## 10. DATA PROTECTION

In the course of providing the Services, VSN will comply with VSN's Services Privacy Policy, which is available at <https://www.vsn-tv.com/en/privacy-policy/> and is incorporated into this Contract by reference. VSN's Services Privacy Policy is subject to modification at VSN's discretion and legal updates; however, VSN's modifications to such policy will not result in a reduction in the level of protection provided by VSN.

## 11. WARRANTIES, WAIVERS AND EXCLUSIVE REMEDIES

**11.1** VSN warrants that it will provide (i) the Cloud Services in all material respects as described in the Service Specifications, and (ii) the Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You are not provided in accordance with the foregoing warranty, You shall notify VSN in writing thereof describing the





deficiency in the Services (including, as applicable, the service reference number under which VSN is notified of the deficiency in the Services).

**11.2** VSN does not warrant that (a) the services will be error-free or uninterrupted, or that VSN will correct all errors in the services, (b) the services will work in combination with your content or applications, or with any other hardware, software, systems, services or data not provided by VSN, and (c) the services will meet your requirements, specifications or expectations. You acknowledge that VSN does not control the transfer of data over communications systems, including the Internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications systems. VSN is not responsible for delays, failures to deliver, or other damages resulting from such problems. VSN is not responsible for any problems related to the performance, operation or security of the services arising from its content, applications, or third-party content. VSN makes no representations or warranties as to the reliability, accuracy, completeness, correctness or usefulness of any third-party content or service, and assumes no liability arising under or as a result of any third-party content or services.

**11.3** If there is any breach of warranty of the Services, your sole remedy and VSN's sole liability shall be to correct the deficient Services that caused the breach of warranty, or, if VSN is unable to substantially correct the deficiency in a commercially reasonable manner, you may terminate the deficient Services and VSN will refund the fees for the terminated Services that you have prepaid to VSN for the period after the effective date of termination.

**11.4** To the extent not prohibited by law, these warranties are exclusive and there are no other warranties or conditions expressed or implied, including any warranties or conditions relating to software, hardware, systems, networks or environments, or warranties of merchantability or fitness for a particular purpose.

## 12. LIMITATION OF LIABILITY

**12.1** In no event shall either party be liable for indirect, incidental, special, punitive, or consequential damages, or for lost profits or loss of revenue (other than fees under this Contract), data or use of data. VSN's total liability for any damages arising under or in consequence of this Contract or your order, whether in contract, tort, or otherwise, shall be limited to the total amount paid to VSN for services pursuant to the order giving rise to the liability in the twelve (12) month period immediately preceding the event giving rise to such liability.

**12.2** VSN shall not be liable for:

- a) Content hosted by the Client on VSN platforms.
- b) Loss of or damage to data stored therein.
- c) Virus contamination of the Client's equipment, the protection of which is the Client's responsibility, or intrusions by third parties into the Client's Service, even if VSN has put in place reasonable protection measures, unless in the latter case it is proven that these measures have not been taken as a result of VSN's negligence or fault.
- d) Infringement of intellectual or industrial property rights, or of any other rights or legitimate interests of third parties, derived from incorrect use of the Service provided.
- e) VSN shall not assume any liability to the Client and third parties that may arise from the administration of the cloud server when, in accordance with the contracted level of Service and Support, the Client is in charge of the same.



### 13. INDEMNIFICATION

**13.1** In accordance with the provisions of this Clause 13 (Indemnification), if a third party makes a claim against either You or VSN ("Recipient", which may refer to You or VSN as the party that received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, the "Material") provided by You or VSN (the "Provider", which may refer to You or VSN as the party that provided the Material), and used by the Recipient infringes the intellectual property rights of such third party, which may refer to either You or VSN depending on which party supplied the Material) and used by the Recipient infringes such third party's intellectual property rights, then the Provider shall, at its own cost and expense, defend the Recipient against the claim and indemnify the Recipient against any damages, liabilities, costs and expenses awarded by the judicial authority in favor of the third party as a result of the claim, or settlement Contract agreed to by the Provider, provided that the Recipient will:

- a) notify the Provider promptly and in writing, no later than 30 days after the Receiver receives notice of the claim (or sooner if required by applicable law); and b. notify the Provider of the claim within 30 days after the Receiver receives notice of the claim (or sooner if required by applicable law).
- b) give the Supplier sole control of the defense and negotiations related to the eventual conciliation; and
- c) provide the Supplier with such information, authority and assistance as the Supplier may require defending itself against or settle the claim.

**13.2** If the Supplier believes or determines that the Material may have infringed the intellectual property rights of a third party, the Supplier shall have the option of modifying the Material so that it does not infringe such rights (provided that it substantially retains its usefulness or functionality) or obtaining a license permitting the continued use of the Material. If such alternatives are not commercially reasonable, the Supplier may terminate the license and require the return of the respective Material, as well as refund any unused prepaid fees paid by the Recipient to the other party for such Material. If such return would materially affect VSN's ability to perform its obligations under the relevant order, VSN may, at its option, upon 30 days written notice, terminate the order.

**13.3** The Provider shall not indemnify the Recipient if the Recipient (a) modifies the Material or uses it outside the scope of use identified in the Provider's user or program documentation or the Service Specifications, (b) uses a version of the Material that has been superseded, and the infringement claim could have been avoided by using an unmodified, updated version of the Material that has been provided to the Recipient, or (c) continues to use the respective Material after the termination of the license to use such Material. The Provider shall not indemnify the Recipient to the extent that the claim for infringement of intellectual property rights is based on information, designs, specifications, instructions, software, services, data, hardware, or materials not supplied by the Provider. VSN will not indemnify you for claims of infringement arising from the combination of the Material with products or Services not provided by VSN. VSN will not indemnify You to the extent that a claim of infringement is based on Third Party Content or any Material from a third-party portal or other external source that You access within or from the Services (e.g., a social network posting of a third-party blog or forum, a third-party website accessed through a hyperlink, etc.). VSN will not indemnify You for a violation of rights generated by Your actions against third parties if the Services that You have received and used in accordance with the terms of this Contract would not otherwise infringe the intellectual property rights of third parties. VSN will not indemnify You for claims based on infringement of intellectual property rights that are known to You at the time the rights to the Services are obtained.





**13.4** This Clause 13 sets out the exclusive remedies of the parties in respect of any claims or damages arising out of the infringement of rights.

#### **14. THIRD PARTY WEBSITES, CONTENT, PRODUCTS AND SERVICES**

**14.1.** The Services may allow You to link to, transmit Your Content, or otherwise access other third-party websites, content, products, services, and information. VSN does not control and is not responsible for such websites or any such content, products, services, and information accessible or provided through the Services, and You assume all risks associated with accessing and using such third-party websites and third-party content, products, services, and information.

**14.2.** You acknowledge that VSN is not responsible for, and has no obligation to, monitor or correct any Third-Party Content or services. Notwithstanding the foregoing, VSN reserves the right to take corrective action if any such content violates the applicable restrictions under Section 6.2. of this Contract, including removing such content, or disabling access to such content.

**14.3** You acknowledge that: (i) the nature, type, quality, and availability of Third-Party Content may vary at any time during the Services Period, and (ii) the features of the Services that interoperate with third parties (individually, a "Third Party Service"), are dependent upon the continued availability of such third parties' respective application programming interfaces ("APIs") for use with the Services. VSN may update, change, or modify the Services under this Contract as a result of a modification or unavailability of such Third-Party Content, Third Party Services or APIs. If a third-party ceases to make its Content, Third Party Service or API available on reasonable terms for the Services, as determined by VSN in its sole discretion, VSN may cease providing access to the affected Third-Party Content or Third-Party Services without liability to You. Any changes to the Third-Party Content, Third Party Services or APIs, including their availability or unavailability, during the Service Period do not affect Your obligations under this Contract or the applicable order, and You will not be entitled to any refund or other compensation as a result of such changes.

**14.4** Any Third-Party Content that You store in Your Service Environment will be counted for the purpose of calculating storage or other allowances applicable to the Cloud Services that You have requested.

#### **15. TOOLS FOR COMPLEMENTARY SERVICES AND PROGRAMMES**

**15.1** VSN may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to resolve Your service requests to VSN. The Tools will not collect or store Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or to resolve service requests or other issues related to such Services. Information collected by the Tools (other than Your Content and Your Applications) may also be used to support VSN's various products and services, to help VSN resolve deficiencies in its products and services, and for license and Service administration.

**15.2** As part of the Cloud Services, VSN may provide You with online access to download certain Supplementary Programs for use with the Services. If VSN does not specify separate terms for such Supplemental Programs, then, subject to Your payment obligations, You have a non-exclusive, non-assignable, limited, worldwide, royalty-free right to use such Supplemental Programs solely to facilitate Your access to, operation and/or use of the Service Environment, in accordance with the terms of this Contract and Your order, including the Service Specifications. Your right to use such Supplementary Programs shall terminate upon the earlier of VSN's notification to that effect, the termination of the Cloud Services associated with the

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Supplementary Programs, or the date on which the license to use such Supplementary Programs terminates pursuant to the Separate Terms specified for such programs.

## 16. SERVICE ANALYSIS

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VSN may (i) collect statistical and other information related to the performance, operation, and use of the Services, and (ii) use the data from the Service Environment in aggregate form for operations and security management, to create statistical analyses, and for research and development purposes (collectively referred to as "Service Analytics"). VSN may make the Service Analyses publicly available; however, the Service Analyses will not incorporate Your Content or Confidential Information in a manner that could be used to identify You or any individual, and the Service Analyses do not constitute Personal Data. VSN retains all intellectual property rights in the Service Analytics.

## 17. EXPORT

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**17.1** You agree to comply with all export laws and regulations that may apply to you.

**17.2** You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Service Environment regardless of geographic location and to transfer or otherwise move Your Content and Your Applications between the Service Environment and other locations such as User workstations. You shall be solely responsible for the authorization and administration of User accounts and for controlling the export and geographical transfer of Your Content and Your Applications.

## 18. FORCE MAJEURE

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Neither party shall be liable for failure or delay in performance of its obligations if caused by acts of war, hostility, or sabotage; acts of God; pandemics; disruption of telecommunications, Internet or electricity services not caused by the obligor; governmental restrictions (including denial or cancellation of any export, import or other license); or any other event beyond the reasonable control of the obligor. Both parties shall use reasonable efforts to mitigate the effects of a force majeure event. If such an event persists for more than 30 days, either party may cancel the outstanding Services and affected orders by written notice. This clause does not relieve the parties from the obligation to take reasonable steps to follow their normal disaster recovery procedures or from Their obligation to pay for the Services.

## 19. APPLICABLE LAW AND JURISDICTION

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This Contract shall be governed by the laws of Spain and the EU, and you and VSN agree to submit to the exclusive jurisdiction of the competent courts of the City of Barcelona for any dispute relating to this Contract.

## 20. NOTIFICATIONS

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**20.1** Any notice required under this Contract shall be given to the other party in writing. In the event that You have a dispute with VSN or wish to give notice pursuant to the Indemnification provision of this Contract, or You are subject to a bankruptcy or other similar legal proceeding, You shall promptly notify VSN in writing at: [info@VSN.es](mailto:info@VSN.es)

**20.2** In order to request termination of the Services pursuant to this Contract, You must submit a request to VSN at the address indicated in Your order or the Service Specifications.

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VSN EMEA

Miami, FL, USA  
VSN NORTH AMERICA

Hong Kong  
VSN ASIA PACIFIC

Montevideo, Uruguay  
VSN LATINOAMÉRICA





**20.3** VSN may provide notices to VSN's Cloud Services customer base by posting a general notice on the VSN portal for the Cloud Services, and notices specifically directed to You will be sent by email to Your email address registered in VSN's account information.

## 21. TRANSFER

You may not assign this Contract or grant or transfer the Services (including the VSN Software) or any rights thereto, to any other person or entity.

## 22. OTHER PROVISIONS

**22.1** VSN is an independent company and the parties agree that no partnership, joint venture, agency, or agency relationship exists between them. You and VSN will be responsible for payments to your respective employees, including applicable insurance and payroll taxes. You will defend and indemnify VSN against any and all liability arising under applicable law in connection with the termination or variation of the terms of employment provided by You to any of Your employees in connection with the Services under this Contract. You understand that VSN's business partners and other third parties, including third party firms that You engage to provide consulting or implementation services that interact with the Cloud Services, are independent of VSN and are not representatives of VSN. VSN is not responsible, liable, or responsible for any problems with the Services resulting from the acts of such business partners or third parties unless the business partner or third party is providing Services as a subcontractor of VSN for an order placed pursuant to this Contract, and then only to the same extent that VSN would be responsible for the performance of VSN's resources under this Contract.

**22.2** In the event that any provision of this Contract is held to be void or unenforceable, the remaining provisions of this Contract shall remain in full force and effect and such provision shall be replaced by a provision that is consistent with the intent and purpose of this Contract.

**22.3** Except for actions for non-payment or infringement of VSN's proprietary rights, neither party may bring an action, regardless of form, arising under or as a consequence of this Contract more than two years after such action arises.

**22.4** You shall obtain, at Your own cost and expense, such third-party rights and consents as may be necessary for Your Content, Your Applications and Third-Party Content, as well as products from other providers that You provide and use with the Services, including such rights and consents necessary for VSN to provide the Services pursuant to this Contract.

**22.5** You agree to provide VSN with all information, access, and full cooperation reasonably necessary for VSN to provide the Services and You shall perform such acts as are stated in the order to be Your responsibility.

**22.6** You remain solely responsible for compliance with applicable laws in connection with Your use of the Services. You are responsible for informing VSN of any technical requirements that are a consequence of Your legal obligations before placing an order governed by this Contract. VSN will cooperate with Your efforts to determine whether the use of VSN's standard Services offering is consistent with such requirements. Additional fees may apply for any additional work performed by VSN or changes to the Services.

**22.7** VSN may audit Your use of the Services (for example, using software tools) in order to assess whether Your use of the Services is in accordance with Your order and the terms of this Contract. You agree to cooperate with VSN in such audits, and to provide reasonable assistance and access to information. Such audits will not unreasonably interfere with Your normal business activities. You agree that VSN will not be liable for any expenses You incur as a result of Your cooperation with such audit.





**22.8** Your purchase of Cloud Services, Professional Services, or other service offerings, programs or products constitute separate and independent offerings from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs, or products separately from any other order. Your payment obligation under an order is not contingent upon the performance of any other service offering or software or product deliveries.

### **23. ENTIRE CONTRACT**

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**23.1** You agree that this Contract and the information incorporated herein by virtue of a written reference (including any reference to information contained in a quoted URL or policy), and the corresponding order, constitute the entire agreement with respect to the Services you request and supersede all prior or contemporaneous agreements or representations, whether written or oral, relating to such Services.

**23.2** It is expressly agreed that the terms of this Contract and any order to VSN shall prevail over the terms contained in any non-VSN purchase order, Internet procurement portal or similar document, and none of the terms contained in any such non-VSN purchase order, portal or similar document shall apply to the Services ordered. In the event of any inconsistency between the terms of an order and the Contract, the order shall prevail.

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