

**BROADPEAK  
GENERAL SALES TERMS AND CONDITIONS  
EQUIPMENT, SOFTWARE AND/OR SERVICES  
("GTC")**

All equipment (hereinafter referred to as "Equipment"), software (hereinafter referred to as "Software") and services (hereinafter referred to as "Services") (together being hereinafter collectively referred to as "Products") covered by these GTCs are those supplied to professionals by Broadpeak a public limited company (French S.A.), with registered capital of 250 833,72 Euros , listed on the Rennes register of companies under n° 524 473 063, with VAT N° FR49 524 473 063 and whose registered office is at 3771 Boulevard des Alliés, Cesson Sévigné 35510, France, (hereinafter referred to as "Broadpeak").

Subject to signature or express approval by authorised Broadpeak's representative of of any CLIENT order falling within their scope, these GTC shall automatically applicable to such order ("the Contract"). General terms and conditions of purchase of CLIENT shall not apply, even if cross referenced or attached to such order.

### 1-Effective Date

This Contract is formed and becomes effective between the Parties upon Broadpeak's written acceptance of the Purchase Order and shall govern the relationship of the Parties for the duration of the Agreement unless the Parties have expressly mutually agreed on a long form agreement.

### 2 -Entire Agreement - Order of Prevalence

The present GTC constitutes the sole basis for commercial negotiation referred to in Article L. 441-1 of the French Commercial Code. The CLIENT may request the negotiation of Specific Conditions from Broadpeak. In the absence of the signature of such Specific Conditions, the

acceptance by the CLIENT of any Offer from Broadpeak or issuance of Purchase Order implies full and complete acceptance of these GTC and expressly waives the application of its general conditions of purchase.

No modification of the GTC, in particular by any document emanating from the CLIENT, will be applicable to the Contract, except with the written agreement of Broadpeak. However, if Specific Conditions have been agreed between the Parties, in the event of a contradiction between the GTC, the Specific Conditions and any other document incorporated by reference, the order of precedence of the documents in descending order of priority shall be as follows:

- the Specific Conditions expressly agreed upon in writing by the duly authorized representatives of the Parties;
- the Offer;
- These GTCs;
- the Order;
- any other documents incorporated by reference.

### 3-Use - destination

Unless expressly agreed in writing by Broadpeak, the Equipment, Software and Services or any other deliverables provided or made available by Broadpeak, are intended solely for professional use within a civil context. CLIENT shall ensure they must not be used, directly or indirectly, in any application or environment that could endanger human life, health, physical or mental integrity, or individual freedoms. This includes, but is not limited to, use in systems intolerant to failure such as nuclear facilities, aircraft operations, life-supporting medical devices, military systems or applications, intrusive surveillance technologies, or any other non-civil or high-risk applications.

### 4-Prices - Taxes

By default, the validity period of the Offers is thirty (30) days from date of issuance. The prices are determined in application of the economic and monetary conditions in force on the day of the Offer, and are valid in the context of assumptions and subject to compliance with the pre-requisites defined by Broadpeak in its Offer. In the event of changes, at any time, in any of the elements thus taken into account by Broadpeak to determine its prices, the Parties shall meet to negotiate in good faith new pricing and technical conditions.

Unless otherwise stipulated in writing by Broadpeak, the price of the Products indicated in the Offer includes their supply (without IT services such as installation, configuration, etc.) and their delivery and applicable Incoterms.

Economic Hardship: If the conditions related to the global economy (including, but not limited to, international currency exchange rates, inflation, recession, depression, failing markets and new or increased applicable taxes, and other economic conditions outside of BROADPEAK's reasonable control) render the development, production and/or supply of Equipment or Software commercially impracticable, or at an unreasonable increased costs, BROADPEAK and CLIENT shall in good faith discuss adjustments to the related impacted pricing that will permit BROADPEAK to continue the supply of Equipment and/or Software to the CLIENT.

Third party license: If BROADPEAK learns, after agreement on the pricing hereunder, about any additional third party licenses, or if a third party would claim to BROADPEAK or CLIENT that such Equipment and/or Software are subject to payment of additional fees and/or royalties to be paid to such third parties with respect to

third party Intellectual Property Rights, BROADPEAK shall notify the CLIENT and provide a quote to CLIENT in that respect, and the Parties shall discuss and agree in good faith to adjust the Price accordingly.

Unless otherwise expressly agreed, the prices of the Services do not include travel, food and accommodation expenses. They are for Services carried out in working hours and days, within the limit of the legal working time.

Taxes: Unless otherwise stated in the Offer or agreed Purchase Order, Prices are in euros, exclusive of tax. Consequently, the prices shall be increased by the VAT rate applicable at the time of the generating event, any fuel surcharges applied by the carriers, and any taxes applicable on the date of the Order. If any duties, fees, surcharges, penalties, levies, contributions or taxes of any kind, including value added tax, or any similar taxes (hereinafter "Taxes"), in any way related to this Contract, are imposed by a tax authority, they shall be paid by the CLIENT. If such Taxes have been paid by Broadpeak, they shall be reimbursed to Broadpeak by the CLIENT upon presentation of proof of payment.

CLIENT will make all payments to Broadpeak free and clear of, and without reduction for or withholding of, any taxes or other assessments described in the present Article. Broadpeak will reasonably cooperate with CLIENT to take advantage of benefits provided by any tax treaties, if any, as far as Broadpeak can get effectively the full price. If CLIENT is required under any applicable law to withhold or deduct any amount from the payments due to Broadpeak, CLIENT shall increase the sum it pays to Broadpeak by the amount necessary to provide Broadpeak with an amount equal to the sum it would have received if no such withholdings or deductions had been made. If

Broadpeak is required by law to pay or collect any local, value-added, goods and services or any other similar taxes or duties based on the delivery of Products, then Broadpeak shall separately state such taxes in addition to the price for Products and CLIENT agrees to pay such amounts, as well as to indemnify and hold Broadpeak harmless from and against any claims, damages, liabilities, penalties, interest, and expenses (including attorneys' fees) arising out of or related to CLIENT's failure to comply with the present Article.

In the event that any new tax, cost or fee in the form of an environmental tax, consumption tax, value added tax or a goods and services tax (new taxes) or manufacturer commitment such as recycling of electronic and electrical goods is introduced after the effective date of the Contract, the Parties shall forthwith negotiate in good faith an amendment to the Contract to implement the necessary adjustment to the Price which will be the difference between the amount of the new taxes and any direct or indirect effect of any changes in any other duties, taxes and charges payable by Broadpeak.

## 5-Billing - Payment - Retention of title

### 5.1 Billing

Unless otherwise stipulated in Specific Conditions or the accepted Offer and/or Orders, the Orders will be invoiced by BROADPEAK to CLIENT as follows, if applicable:

#### a) Ordering Equipment:

- 50% (Fifty per cent) down payment of the Price (at PO reception);
- 50% (Fifty per cent) of the Price upon delivery.

#### b) Ordering Software: As follows:

##### i) Perpetual:

- 30% down payment (at PO reception);
- 70% upon transmission by Broadpeak to the CLIENT of the access codes to the

platform by Broadpeak, delivery of the keys, or upon delivery of the Software;

##### ii) Term License:

- Installation fee (if any):
  - 30% down payment (at PO reception);
  - 70% upon transmission by Broadpeak to the CLIENT of the access codes to the platform by Broadpeak, delivery of the keys, or upon delivery of the Software.
- Recurring Fee: Yearly in advance, depending on agreed Term License.

c) Ordering Services: The amount of the Service Order will be invoiced at Broadpeak's option as specified in the Offer, or by default as follows:

- 30% down payment (at PO reception);
- 70% at Delivery.

d) SLA Order: Broadpeak will issue an annual invoice of one hundred percent (100%) of the amount of the SLA Order which shall be paid yearly in advance upon receipt of invoice.

e) Ordering Training: Broadpeak will issue invoices including VAT for the total amount of the Order (100% including VAT of the Order) at the end of the training, upon signature of the sign-in sheet. Any training that has not been cancelled at least fourteen (14) days before the date of the training will be invoiced in full.

### 5.2 Terms of payment

The payment of the sums due to Broadpeak will be made by the CLIENT within a maximum of thirty (30) calendar days from the date of issuance of the invoice, in the currency indicated in the Offer and by bank transfer to the bank account of Broadpeak provided on the corresponding invoice. No discount will be granted for early payment. No retention

permitted for warranty or other reason.

Any payment made by the CLIENT must be accompanied by an email to OrderDesk: [OrderDesk@broadpeak.tv](mailto:OrderDesk@broadpeak.tv) detailing the purpose of the payment: invoice number or numbers of the invoices concerned.

In the event of non-payment by the CLIENT of any amount due on the due date, the unpaid amount shall be increased automatically, and without further formal notice of late payment penalties. They shall be calculated on a daily basis and shall run from the day following the due date for payment until the day of full payment, at an interest rate, which shall never be higher than three (3) times the then current French Legal interest. In addition, the legal fixed indemnity of forty (40) Euros compensating recovery costs will apply. Failure by the CLIENT to pay any of the due dates may result in the immediate payment of all the sums due to Broadpeak. Moreover, until full payment of the sums due, Broadpeak reserves the right to suspend proportionally the execution of the Contract at the expense and risk of the CLIENT. As no compensation is accepted by Broadpeak, proceeding without the agreement of Broadpeak would constitute a default of payment. In the event that the CLIENT substitutes a third party to pay Broadpeak's invoices, he/she will remain bound by its obligation to pay in the event of default by this third party.

### 5.3 Retention of title and ownership

**Until full payment of the price, Broadpeak will remain the owner of the Products notwithstanding their delivery to the CLIENT or to the third party designated by such CLIENT. Failure by the CLIENT to pay any of the due dates may result in Broadpeak reclaiming all of the Equipment delivered, in addition to the automatic application of a penalty of 10% of the price of the Products concerned per week**

**elapsed between the request for the return of the Products and their actual delivery.**

### 5.4 Books - Report & Audit

For Broadpeak Products subject to reporting:

Inspection of books and records: CLIENT shall keep complete books and records relating to its operations with respect to the Software, including without limitation its reporting obligations under this Contract for a period of three (3) years from the delivery of the Monthly Report to which the information relates.

Monthly Reporting: At the end of the current month, Broadpeak shall receive from CLIENT, or, if the BKA100 platform, or any reporting tool, is installed for such CLIENT, a report in electronic form of the items as specified in the Order. CLIENT shall not prevent or impair the automatic reporting as set up between CLIENT and Broadpeak.

Audit: At Broadpeak's own expense, during business hours, upon at least ten (10) calendar days' notice, and not more often than once a year, Broadpeak or Broadpeak's agent(s) may inspect, examine and make abstracts of such books and records as necessary to verify the accuracy of CLIENT's Monthly Reports. CLIENT shall cooperate with this examination and provide reasonable access to all information that will allow the examination to be completed in a timely manner. Where applicable, this audit right includes access to the Broadpeak BKA100 platform used for such reporting.

Unreported Use: If CLIENT has under-reported the number of Products sold by CLIENT by greater than five percent (5%) of the actual number of Products Sold, whether revealed by Broadpeak's inspection of the relevant records of the CLIENT or otherwise (the "Unreported

Sales”) with respect to each unit of Unreported CLIENT shall pay Broadpeak an amount equal to : (i) three (3) times the amount of payment Broadpeak would have received for duly reported or authorized use (ii) interest on the preceding amount from the date of the Unreported or Unauthorized Sale, and (iii) the reasonable cost of Broadpeak’s examination and collection, including accounting, audit and legal fees and costs, including but not limited to travel and lodging costs. It is understood that Unreported Sales in excess of five percent (5%) are a material breach of this Agreement and that the above-specified payment is in addition to such other rights as Broadpeak may have, including the right to terminate the Contract.

#### 6-Transfer of risk

Notwithstanding the provisions of the "Retention of Title" article above and by express agreement, the CLIENT shall be liable for all damage and loss occurring after delivery of the Equipment, with the transfer of risks taking place upon delivery of the Equipment to the CLIENT or to a third party designated by the CLIENT. CLIENT shall take and maintain all necessary insurance to cover such Equipment. It shall maintain and in no event deface, remove, hide or otherwise alter any Broadpeak or its supplier’s proprietary notice, and shall clearly identify the Equipment as the property of Broadpeak, and otherwise assist Broadpeak as reasonably requested by in protecting the Broadpeak rights, titles and interest in the Equipment. In case the Equipment is lost or destroyed, the CLIENT shall ow and pay the full price of the Equipment immediately.

#### 7-Delivery – Acceptance – Services

7.1 Delivery: Delivery times are by default indicative. Deliveries are made in accordance with Incoterm (2020 Edition of INCOTERMS®) to the address indicated on the Order.

By default for Equipment and Software delivered on physical medium, the applicable INCOTERMS are FCA (INCOTERMS® CCI 2020) Charles De Gaulle Airport - France or the place defined in the Offer. It is with standard packaging, without handling or particular delivery constraints (floors, etc.).

#### 7.2 Acceptance:

Upon receipt of the Products, where applicable, in the event the tests reveal any Critical or more than Five (5) Major Defects (terms as defined in Broadpeak SLA terms), the CLIENT must make precise and unequivocal reservations on the delivery slip and then confirm them within three (3) days to Broadpeak subject to foreclosure. If the claim is accepted, Broadpeak will either correct or replace the Product or corresponding affected part. Should CLIENT use it commercially, the Acceptance shall be deemed to have been successfully performed, and be deemed as Acceptance for other purpose under this Agreement. Further Acceptance terms may be defined in the Statement of Work part of the Offer.

#### 7.3 Terms And Conditions of Performance:

- Broadpeak agrees to use its commercially reasonable efforts to perform the Services in accordance with the Offer;
- The CLIENT shall actively cooperate with Broadpeak in the performance of the Services and in particular to communicate, in writing and in due time, all documents, instructions, and/or information in an accurate that may be necessary to perform the Services in a timely manner, in an accurate, complete fashion, and in the best possible conditions. If the Services are performed, in whole or in part, at the CLIENT's premises, the CLIENT agrees to allow access to the personnel designated by Broadpeak

- CLIENT warrants, if applicable that its environment meets Broadpeak’s specifications and recommendations necessary for the proper performance of the Services and/or the integration of the Products;
- The CLIENT warrants that it will not change the specifications and recommendations necessary for the proper performance of the Services and/or the integration of the Products, and undertakes not to change them during the performance of the Services (unless otherwise agreed in writing by the Parties);
- The CLIENT warrants that all elements, media, systems, content, information and data provided to Broadpeak do not violate the rights of third parties, or applicable laws and / or regulations. In particular, it warrants that it is the rightful owner of all intellectual property rights relating to such rights to such materials and data;
- Broadpeak reserves the right to replace any member of its staff and/or personnel assigned to the performance of the subject to the assignment of a staff member and/or contractor of equivalent competence and qualification.
- The CLIENT may request in writing, for legitimate reason, a replacement of a member of staff and/or a worker. Broadpeak agrees to make its reasonable efforts to provide a replacement within a reasonable time, but to the sole extent permitted by applicable laws, and cannot reject the proposed replacement without a legitimate reason.
- Each of the Parties shall designate a contact person for the other Party for all communications and/or validations to be carried out to be carried out within the framework of the Contract.

#### 8-Ordering – Changes-Cancellation

All Product orders must be sent to Broadpeak at the following e-mail address [OrderDesk@broadpeak.tv](mailto:OrderDesk@broadpeak.tv). Once accepted by Broadpeak, the Product Order will be executed by Broadpeak as soon as possible.

No modification, or cancellation of the Order or the documents attached or incorporated by reference will be made without the express consent of Broadpeak. If any such changes would increase the price or time required to complete the Order, an equitable adjustment shall be made by Broadpeak and the Order and/or Broadpeak’s Offer shall be modified accordingly. In all cases, CLIENT shall compensate Broadpeak for all costs and expenses incurred, whether paid or unpaid, at the time of the change or cancellation.

#### 9-Compliance – Warranty

##### 9.1 Compliance:

Broadpeak undertakes to ensure that the Products delivered comply with the Offer, present the main characteristics detailed in its Offer, and comply with the imperative applicable regulations. In the event that the CLIENT finds that the Products do not conform, it is up to the CLIENT to notify Broadpeak within seven (7) days of knowledge of such issue, subject to Acceptance terms.

Unless expressly agreed otherwise, the CLIENT remains solely responsible for the suitability of the Products for its specific needs or for the specific use it intends to make of them. Being moreover the only one capable of having a perfect knowledge of the environment in which he intends to use the Products, the CLIENT alone is responsible for ensuring (by resorting to external advice if necessary) the compatibility and interoperability of the Products with his environment, unless he has ordered a specific service from Broadpeak for this purpose.

## 9.2 Warranty:

Subject to the imperative legal provisions, no warranty other than those expressly provided by Broadpeak are disclaimed. Broadpeak cannot guarantee that the Products will be free of defects and that they will function uninterrupted. With respect to any mandatory legal guarantee of hidden defects, Broadpeak will only be obliged to guarantee them to the extent that it is aware of them at the time of sale.

In the event of defects in design, material or workmanship occurring, under normal and proper use and service, within twelve (12) months from delivery by Broadpeak (subject to different specific warranty periods), the Equipment(s) and Software(s) concerned will be covered under the Broadpeak commercial warranty as detailed in the "Broadpeak Warranty Policy" hereunder or any other terms in the Offer.

Should a SLA being purchased, the terms of the Broadpeak SLA Conditions shall apply, prevail and replace the warranty terms. These warranties are exclusive and in lieu of any other remedy, warranty and liability whether express or implied with respect of any defect in the Product, or any part thereof.

9.3 Broadpeak's warranty obligations and responsibility shall not apply where:

- it arises from normal wear and tear of the Product;
- the Product's serial number has been defaced or removed and the Product cannot otherwise be identified by any means, including ID security chip;
- the Product has been materially tampered with, modified or repaired by CLIENT and/or by an unauthorized party;
- it arises from improper installation, misuse or mishandling, accidental damages,

incompatibility with other software or hardware, supplied by third parties or used in connection with the Product;

- if the Product and/or the Third-Party Software is not used in conformity with the license provided;
- requirements regarding the use of the Product have not been observed;
- use of the Product in an environment at variance with the environment recommended by Broadpeak in the user's manuals and/or specifications, offer, or agreed scope of work;
- the Defect in the Product arises from specific technical modifications as required by CLIENT;
- it arises from presence of a computer virus in the CLIENT's site, environment, network or system, and/or its third-party supplier's product and/or software;
- it arises from in all cases where the care or maintenance of the Product and/or the Software was entrusted to non-Broadpeak personnel or personnel not expressly authorized by Broadpeak;
- it arises from non-implementation by CLIENT or its third-party contractors of any Update or Upgrade (as defined in the Broadpeak SLA terms) required by Broadpeak, which would have avoided or corrected the issue;
- it arises from or subject to event of Force Majeure;
- and more generally in all other cases of inappropriate use of the Product;

9.4 Performance hereunder is contingent upon the performance of CLIENT and/or third party (including but not only and their respective technology (ies) managed or required by CLIENT. BROADPEAK will use its commercially reasonable efforts to cooperate with CLIENT and such third parties, but BROADPEAK shall have no liability in relation to any defect or failure which is not only

attributable to BROADPEAK and its Equipment and/or Software or Services, such as but not limited to a defect/failure in the CLIENT's third parties suppliers and contractors, and related deliverables and services. If part of the scope of Services, BROADPEAK will immediately inform CLIENT of any such failure or issue and cooperate with CLIENT to get support and resolution from such third parties at such third parties or CLIENT's costs and expenses.

9.5 Should any part of the Product or Software licenses (eg Third Party Software) purchased hereunder turn out to be obsolete or unavailable after the date of signature or during the course of this Agreement, Broadpeak reserves the right to replace such part by a materially equivalent element. Broadpeak shall provide CLIENT with a six (6) months' notice of its decision to have an "End of Life" on its Products and/or Software and/or Services, and will give CLIENT the possibility to emit a last order with, at least, the binding portion of forecast in this timeframe.

## 10-Force Majeure

Broadpeak shall not be liable for any breach of contract such as failure or delay in performance if such breach is due to a Force Majeure event. As soon as an event of Force Majeure occurs, Broadpeak shall notify the CLIENT in writing. The time limits for performance of the contractual obligations shall be extended by operation of law for the duration of the Force Majeure event. However, notwithstanding the Force Majeure event, invoices that have fallen due must be paid by the CLIENT to Broadpeak. If the Force Majeure continues for more than ninety (90) calendar days, either Party may terminate the Contract, by written notice and without delay.

## 11-Limitations & exclusions of Liability

**Only direct and foreseeable damage suffered by the CLIENT shall give rise to compensation. Unless otherwise provided by mandatory**

**provisions, the total and cumulative contractual liability of Broadpeak arising out of or in connection with the Contract (whether due to negligence or breach of contract, however caused) shall not exceed fifty percent (50%) of the total net value of the relevant Purchase Order.**

**For the purpose of interpreting this Article, serial failures having the same origin shall be understood as one and the same failure. In such a case, the date of occurrence of the first failure shall be interpreted as the starting date for the calculation of the aforementioned limitation of warranty and liability terms.**

**Broadpeak will in no event be liable to the CLIENT, its employees, subcontractors, agents, successors and assigns for indirect, or immaterial damages of any nature whatsoever, including without limitation losses, costs, damages, loss of income, enjoyment, data, business, reputation or profit, incurred by the CLIENT or any third party, resulting from a defect or loss of use of the Product or any of its components or any material property, regardless of the nature of the damage, of reputation or profit, incurred by the CLIENT or any third party, resulting from a defect or loss of use of the Product or any of its components or any material asset, for whatever reason, even though Broadpeak has, or should have had, knowledge of the possibility of such damage.**

**This excludes, in particular, any cost of intervention by third parties incurred by the CLIENT and the user as a result of the damage. Broadpeak cannot be held responsible for any damage, loss, failure or cost arising from the CLIENT's failure to follow Broadpeak's advice or instructions. It is expressly agreed between the Parties that with regard to Broadpeak's liability for defective products within the**

meaning of Articles 1245 et seq. of the French Civil Code, damage caused to goods that are not used by the victim primarily for his or her own private use or consumption is excluded.

**The Offer Price reflects the allocation of risks and limitations of liability set out herein, which is also a decisive element of Broadpeak's consent to enter into the Agreement.**

**In all circumstances, the Party suffering damage shall take appropriate and economically reasonable measures to prevent further damage.**

**Such provision shall survive the termination or expiration of the Contract or Order.**

## 12-Confidentiality

In the event that a confidentiality agreement is duly executed by the Parties, such agreement shall prevail over the confidentiality provisions of this Contract.

Otherwise, the Parties agree to the following. All information provided by either Party to the other, including business plan, commercial, financial, legal, accounting, technical and marketing information, of whatever nature, such as know-how, data, technical process, software, drawings, formulas, or media, including any copies thereof, in whatever form or media, shall be treated as confidential, whether or not identified as such, and shall be disclosed or used only for the purpose of performing the Contract or the relevant Order. The receiving Party undertakes that the Confidential Information:

- be treated with the same care and level of protection that it accords to its own confidential information;
- be disclosed only to its employees, or those of its group of companies, who need to know it in order to perform the Contract or the Order;
- not be used, in whole or in part, other than in the strict context of the performance of

the Contract or the Order, except with the prior written consent of the disclosing Party;

- shall not be disclosed, or likely to be disclosed, either directly or indirectly to any third party without the prior written consent of the disclosing Party.

The obligations of confidentiality shall not apply to information (i) that has entered the public domain other than through a breach of the obligation of confidentiality in this Article in the performance of the Contract or the Order, or a breach of any obligation of confidentiality, or (ii) lawfully received from a third party without restriction on its use or disclosure, or (iii) already in the possession of the receiving Party without any restriction on disclosure prior to receipt, or (iv) independently developed by the receiving Party, or (v) the disclosure of which has been authorized in writing by the disclosing Party.

The receiving Party may also communicate confidential information when required to do so by law or by a judicial or administrative authority empowered to do so. However, in such a case, it shall, as soon as possible, give prior notice to the transmitting Party so as to enable it, where appropriate, to oppose or cooperate usefully with such disclosure, and the disclosure shall concern only such information as is strictly necessary.

The provisions of this section shall survive the expiration or termination of the Contract or Order for a period of five (5) years from such expiration or termination.

## 13-Personal Data

Each Party undertakes, as far as it is concerned, to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (General Data Protection Regulation "GDPR"), and related applicable local

implementations and other similar foreign laws. In the event that the performance of the Contract gives rise to the processing of personal data, each Party undertakes to take the necessary security and confidentiality measures to guarantee the rights and freedoms of the person concerned.

The Parties agree that if personal data belonging to the CLIENT or to End Users are to be processed by BROADPEAK within the framework of the execution of the Contract, in application of the laws and regulations in force, a specific agreement on the processing of personal data (i.e. *Data Processing Agreement*), describing the modalities of the processing and protection of personal data, will be signed between the Parties prior to the processing. In case of processing by BROADPEAK of the personal data of the CLIENT or of the End Users, BROADPEAK will only act as a subcontractor (Subcontractor) and the CLIENT and/or the End User will be the person(s) responsible for the processing (Processor(s)). BROADPEAK will not be responsible for the processing of personal data. The Parties undertake to strictly comply with all regulations relating to the protection of personal data and privacy, or other applicable regulations (in particular to make the necessary declarations and obtain the necessary authorizations) and as such, the CLIENT will guarantee BROADPEAK and fully indemnify it for any damages resulting from any violation of said laws and regulations. In particular, the Data Processor undertakes to obtain and maintain in force any agreement, permit, license, authorization that may be required by the applicable laws and regulations so as to ensure the compliance of the collection and processing of personal data within the framework of the execution of the Contract or the Order including the tracing, communication, disclosure, dissemination, propagation, interception and/or destruction of personal data.

## 14-Intellectual property rights

Any Intellectual Property Rights existing prior to the Effective Date of this Agreement, developed or acquired outside, or within the frame of this Contract according to its provisions shall remain with the Party which owned such rights. Neither Party shall then, by virtue of this Contract, acquire ownership or rights on Intellectual Property Rights of the other Parties unless otherwise expressly agreed in writing.

CLIENT shall not knowingly take any action, nor cause any third party to jeopardize, limit or interfere in any manner with Broadpeak's ownership rights in the Software, Software Documentation and modification hereof, or contest or deny the right, title or interest of BROADPEAK or claim any right, title or interest in the software copyrights, trade secret, patent, and trademarks and other intellectual property rights of BROADPEAK. In no event CLIENT shall use the Product or any part thereof in a fashion to subject the Software or any part thereof or any Broadpeak intellectual property rights to any Open Source Software licensing terms.

### Software:

Any Software provided will be in object code executable form only. Any reference to the term "sale" or "sold" or "assigned" or "assignment" refers to the granting of a non-exclusive license to use the Software subject to the terms hereof and compliance with the related user licenses and technical documentation, and shall in no way be construed as a transfer of ownership or any other assignment of intellectual property rights in such Software which remain at all times the property of BROADPEAK or its licensors.

BROADPEAK HEREBY grants to the CLIENT, for the life of the Equipment or the Software if delivered alone, or any other period defined in the Offer, subject to the payment required for the

Equipment and/or the Software, the non-exclusive, non-transferable right and without right of sub-license (except for subcontractors and authorized End Users), for the exclusive purpose of using the Software for the purpose of operating the said Equipment and/or the Software, if delivered alone, under the limiting conditions set forth herein.

The CLIENT agrees warrants, represents and undertakes not to (a) copy, modify, create any derivative work of the Product and any Intellectual Property Rights on the Product, including its documentation, or any portion thereof; or (b) reverse assemble, decompile, reverse engineer analyze, or translate any computer program, or otherwise attempt to derive industrial, mechanical, or electronic design or source code from the Equipment and/or Software, or any parts thereof.

In the event CLIENT shall have to ensure interoperability of the Software with the environment defined by CLIENT in the Scope of Work, as and when restrictively permitted by the governing law, CLIENT shall first (i) request BROADPEAK to provide information to enable such interoperability with such defined CLIENT environment and if necessary to ensure such interoperability (ii) request BROADPEAK to make any necessary modification of the Software to enable such interoperability. If such environment was not clearly or properly defined in the Scope of Work, BROADPEAK reserves the right to charge for any costs and expenses relating to such work.

**CLIENT Intellectual Property Rights:** For the sole purpose of performance of the Contract, CLIENT hereby commits to grant and hereby grant to Broadpeak for the term of this Contract, and any extension thereof and of any obligations hereunder, a non-exclusive, non-transferable,

and royalty-free right, with a right to sublicense to its contractors, to use, reproduce, modify, make derivative works of such CLIENT data, content, materials and/or related intellectual property rights, if any, to develop, manufacture, supply, deliver or make available, and support the Equipment or the Software, and perform the Services.

**Third Party Software:** Third Party Software may be contained in the Software, and certain third party license notices are set forth in accompanying documentation. Broadpeak has the right to sublicense the Third Party Software on an "as is" basis only. Broadpeak shall, to the event it is able to do so, pass onto User the terms and warranties provided to Broadpeak from the licensor of such Third Party Software, and respective license terms. Broadpeak shall use its commercially reasonable efforts to obtain from Third Parties new versions. Broadpeak shall have no liability in relation to any Third-Party Software defect which is not attributable to Broadpeak, such as but not limited to a defect/failure in the Third Parties Software as such.

**Open Source Software:** CLIENT hereby acknowledges and accepts that the Equipment Software and/or standalone Software may contain Open Source Software components which are subject to Open Source Software license terms. Broadpeak may notify the existence of additional Open Source Software components in further developments of the Equipment and/or Software, through written notice to CLIENT.

For avoidance of doubt, Open Source Software is not licensed under the terms of this Agreement. Such software is only licensed to CLIENT by the original owner of the Open Source Software under the terms set forth in the designated Open Source License. CLIENT

acknowledges and accepts that, the case being, as a user of such Open Source Software and that it will have to comply with the terms of such Open Source Software licenses. As, by nature, Open Source Software are distributed without any warranty of any kind (notably but without limitation, without warranty of non-infringement, without warranty of ownership, or commercial warranty), all Open Source Software provided in the frame of this Agreement are also provided without warranty of any kind.

### **15-Third Party Claim**

In accordance with the stipulations of the Article "Intellectual Property Rights" and within the limits of the stipulations of the Article "Limitation of Contractual Liability" of these GTC, BROADPEAK will be solely responsible for the defense of the CLIENT and, if Broadpeak's liability is engaged, Broadpeak will assume all direct damages and interest to which the CLIENT will be condemned under the terms of a final judgment not subject to appeal, rendered against the said CLIENT resulting from the use by the CLIENT of the Products supplied by Broadpeak, subject to the following conditions:

- The CLIENT must notify Broadpeak in writing and without delay of any alleged breach; and
- The CLIENT shall not admit to any fact or make any prejudicial statement without the consent of Broadpeak; and
- The CLIENT must allow Broadpeak to conduct and settle all negotiations and disputes on its own by providing Broadpeak with all necessary assistance;
- This compensation constitutes the entirety of Broadpeak's liability for any actual or alleged infringement of intellectual property rights and shall be limited to the terms of the Article "Limitation of contractual liability".

The foregoing obligation shall not apply (i) to any part of the Product which has been designed, developed, manufactured, produced or installed on the basis of drawings, specifications or instructions supplied by or on behalf of CLIENT; and/or (ii) to any part of the Product supplied by or on behalf of CLIENT; and/or (iii) in the event of the Product being used in a manner which does not comply with the technical specifications or its intended purpose; and/or (iv) in the event of an admission of liability or infringement by CLIENT; and/or (v) in case of modification of the Product or a Part thereof by the CLIENT without the consent of the Broadpeak when the act of infringement relates to the said modification or is induced or consequential to the said modification; and/or (vi) in case of negotiation and/or signature of a transaction by the CLIENT without having received the prior written consent of Broadpeak; and/or (vii) insofar as the dispute results from the combination of the Products with any other product, system or network not supplied by Broadpeak and/or provided by or for the CLIENT (viii) claim relating to standard technology generally offered for license to network and/or content services provider/operators and/or supplier of end user devices or applications used in connection with the Products.

Broadpeak may opt, at its discretion, for one of the following solutions depending on the feasibility of each: (i) modify the Equipment and/or Software, to remove their infringing character; or (ii) replace the Equipment and/or Software with other non-infringing products with equivalent main functions and performance; or (iii) obtain from the third party the right to use the Equipment and/or Software, or, if none of the above solutions is possible; (iv) terminate the Contract or the Order, this termination implying that the CLIENT returns to Broadpeak all the Equipment and/or Software, ,

which will reimburse the CLIENT for the price already paid less a reasonable depreciation taking into account its use, in addition to any return costs previously agreed upon.

The provisions of this Article shall survive the expiration or termination of the Contract for a period of five (5) years from delivery.

#### 16-Export

The Parties undertake to comply with French regulations and all applicable foreign regulations relating to export control and final destination, including in particular the procedures for requesting licenses from the competent administrative authority in the event of export of Products. Broadpeak undertakes to ensure that the formalities, at the manufacturer's expense, necessary for the import into France have been carried out. Unless otherwise expressly agreed in writing by Broadpeak, any formalities or compliance required for export outside France are the exclusive responsibility of the CLIENT. Any transfer outside of the European Union must be previously authorized by Broadpeak. The CLIENT undertakes, directly or indirectly, not to resell, export, re-export, transfer or import, directly or indirectly, the Products to any individual or entity prohibited by the regulations in force (notably US or European regulations), including, without this list being exhaustive, any party or entity on an international black list or country under embargo. The CLIENT agrees to indemnify Broadpeak for all damages suffered as a result of non-compliance with this article.

#### 17-Cyber Security

The CLIENT shall have implemented an Information Systems Security Policy (ISSP) and ensure, where applicable, that its subcontractors involved in this relationship or in the use of the Equipment and/or Software. The

CLIENT shall communicate it to Broadpeak and Broadpeak shall comply with such requirements, to the extent reasonable and suits for the performance of the Agreement. In case of inconsistency, Broadpeak will refer to CLIENT to determine necessary adaptations. In the event of non-compliance in terms of cyber security, an action plan aiming at containing the non-compliance must be launched as soon as possible.

CLIENT and its suppliers and contractors shall not tamper the Equipment and Software and in particular shall not implant viruses, malware, backdoors, interfaces or non-public accounts in the Products. If a security flaw related to the Equipment and/or the Software is identified by the CLIENT, its subcontractors or the CLIENTs, the CLIENT shall promptly inform Broadpeak exclusively as soon as it becomes aware of it via: [security@broadpeak.tv](mailto:security@broadpeak.tv)

In any case, the CLIENT, its subcontractors and CLIENT shall install any patch or correction provided or made available by Broadpeak or its partners or subcontractors, aiming at correcting such a concern, and to the full extent permitted by applicable laws, it shall not in any case disclose to third parties or make public the security vulnerability before the security notice is officially published by Broadpeak.

#### 18-Artificial Intelligence - AI

18.1 Use of AI Tools agents and models  
Customer hereby acknowledges that Broadpeak may use artificial intelligence tools, agent and models ("AI Tools") with its Software and/or in the provision of the Services. The results generated by such AI Tools are based on automated models, machine learning and statistical processes and may contain inaccuracies.

BROADPEAK will clearly identify the Software and Services features relying on AI Tools and will

provide reasonable additional information of request.

The Customer remains responsible for reviewing the accuracy, suitability, and relevance of such results before relying on them or request additional professional services from BROADPEAK.

#### 18.2 Reuse of Data for Improvement

Broadpeak may process and reuse certain data generated through the Customer's use of the Software and/or the Services to operate, maintain, and improve its AI Tools and models, provided that such data is first anonymized and aggregated. No confidential or personal information that could directly or indirectly identify the Customer or its users will be disclosed.

#### 18.3 Data Location and Transfers

Unless otherwise agreed in writing, the processing and storage of such data will take place within the European Union or the European Economic Area (EU/EEA). Any transfer of data outside the EU/EEA will be subject to appropriate legal safeguards and agreed Data Processing and Data Transfer Agreements, (including the European Commission's Standard Contractual Clauses, where applicable).

#### 18.4 Bias and Fairness

Broadpeak applies reasonable measures, consistent with industry standards and the EU Artificial Intelligence Act, to mitigate potential bias or discriminatory outcomes resulting from the use of AI Tools. However, due to the inherent limitations of AI technologies, Broadpeak cannot guarantee the complete absence of bias in generated results. The Customer acknowledges this limitation. BROADPEAK will make its reasonable efforts to provide necessary information and assistance

to Customers on that respect which may be subject to professional services.

18.5 Liability  
To the extent permitted by law, BROADPEAK disclaims any liability for decisions or actions taken by Customer and/or use of the Platform & Services solely on the basis of results generated by the AI Tools.

#### 18.6 Customer Obligations

The Client undertakes not to submit to the Services any sensitive personal data or confidential information that is not strictly necessary for the provision of the Services, unless expressly agreed in writing.

#### 18.7 Regulatory Compliance

The Parties shall cooperate in good faith to address any regulatory requirements or requests from competent authorities in connection with the EU Artificial Intelligence Act, the GDPR, or other applicable legislation.

#### 18-Early termination

In the event of a serious breach by one of the Parties of one of its essential obligations under the Order or the Contract, which that Party has not remedied within thirty (30) days after receipt of a notification by registered letter specifying the nature of the breach and requesting that it be remedied, the Party not at fault may terminate the Contract or the Order concerned, without prejudice to any claim that it may make for damages suffered as a result of the serious breach and the said termination. The following constitute a serious breach of an essential contractual obligation, without this list being limitative: the non-payment by the CLIENT of sums due to Broadpeak on the due date, the violation of intellectual property rights and the stipulations of the article "Software", or the non-respect of the article "Confidentiality" and the article "Ethics - Anti-corruption".

In any event, CLIENT shall compensate Broadpeak for all costs and expenses incurred, whether or not paid, at the time of termination.

### 19-Assignment

The rights and obligations of the CLIENT may not be transferred to a third party, in whole or in part, without the prior written consent of BROADPEAK.

### 20-Ethic - Anti-corruption

The Parties undertake to comply with all national, European and international rules relating to ethical standards and responsible behavior, including in particular, rules relating to human rights, environmental protection, human health, sustainable development, corruption that may be applicable to them. When this law is applicable to it, the CLIENT undertakes to comply with laws and regulations in force regarding anti-corruption. When this law is not applicable to it, the CLIENT undertakes to make its best efforts to, at a minimum, put in place a code of conduct and the necessary means of control to fight against corruption and influence peddling. The CLIENT undertakes to pass on the content of this article to its suppliers, subcontractors involved in this relationship or in the use of the Equipment and/or Software, and sub users.

Contact: [ethic\\_internal\\_alert@broadpeak.tv](mailto:ethic_internal_alert@broadpeak.tv)

### 21-Applicable Law - Court/arbitration

The Contract, including any Order resulting therefrom, shall be governed by and construed in accordance with French law, to the exclusion of its conflict of laws rules. The Vienna Convention on the International Sale of Goods is expressly excluded. The Parties shall endeavor to resolve amicably any dispute that may arise from the interpretation, application or termination of this Contract. In the absence of an amicable resolution, the dispute shall fall under the exclusive jurisdiction of the

competent court of Paris, notwithstanding multiple defendants or third party claims, including for emergency or protective proceedings, in summary proceedings or by petition.

Should CLIENT be located outside of Europe Union, the dispute may be handled:

- For CLIENT within Asian Countries: through arbitration at the SIAC, in Singapore, according to SIAC rules, with a panel of 3 arbitrators. Arbitration shall be held in English.
- For CLIENT within North & South American countries: through arbitration at the ICC in New York, according to ICC rules, with a panel of 3 arbitrators. Arbitration shall be held in English.

Arbitration proceedings and award shall be in English language. The arbitration award shall be final and binding upon the Parties and the Parties agree that no appeal or other proceeding to review, reverse or otherwise modify the said award shall be brought before any court whatsoever.

The foregoing shall not prevent Broadpeak to make a claim for payment order from competent local court.

Any claim against Broadpeak must be made within a period of three (3) years from the date of its occurrence, subject to foreclosure.

### 22-Miscellaneous provisions

The Parties agree to perform this Agreement and the Order(s) in good faith.

The Parties are independent legal entities; each acts in its own name and under its own responsibility.

Training courses are always offered subject to a sufficient number of participants.

No audit may be carried out without the prior

and express agreement of Broadpeak both on the principle and on the conditions of its performance. All stipulations intended to survive the expiration or termination of the Contract, whether express or implied, in particular those relating to confidentiality, warranty, limitation of contractual liability, intellectual property rights and infringement, shall continue to be effective notwithstanding the termination or expiration of the Contract. If any provision of this Agreement or the Purchase Order is held to be void, voidable, illegal or unenforceable, the validity or enforceability of the remaining provisions of the Agreement and the Purchase Order shall not be affected. They shall remain in full force and effect.

In the event of a dispute, the electronic data recorded in Broadpeak's information system shall constitute admissible evidence in the same way as a written document, and shall have greater probative force than any contrary elements from the CLIENT's information system. Any failure or delay in exercising any right, prerogative or provision of the Contract or Order by either Party shall not be deemed a waiver of such right, prerogative or contractual provision in favor of the other Party unless it is set forth in writing.

The CLIENT agrees not to hire or cause to be hired, even indirectly, any Broadpeak employee during the term of the Agreement and for six (6) months following the termination of their contractual relationship. In the event of non-compliance with this undertaking, CLIENT shall pay Broadpeak compensation equal to the gross annual remuneration of the employee sought, unless the parties agree otherwise in writing.

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### **DEFAULT HARDWARE WARRANTY POLICY**

In the event that any of the Equipment supplied to and paid by CLIENT fails to conform with the Specifications and warranty above during the

Hardware Warranty Period, CLIENT shall promptly contact Broadpeak as soon as CLIENT learns of such Defect together with such information as may be available to CLIENT specifying the nature of such Defect. Upon receipt of any claim with respect to such Defective Equipment, Broadpeak shall examine such identified Defective Equipment and, at Broadpeak's sole option, either repair or replace the Defective element (or elements) of the identified Equipment. Each Party shall be responsible for the actual costs of shipping the Equipment from one Parties' location to the other Parties location.

Once Broadpeak has given its express authorization for the return of the Equipment, the said Equipment must be returned to Broadpeak, carriage paid, within five (5) days, in its original packaging (unless otherwise expressly stipulated) with a detailed description of the Defect and statement of the related reference number for return.

When returning the Equipment to location identified by Broadpeak, the CLIENT is advised to use express transportation companies or airfreight companies. If a different method of transportation is used, the CLIENT shall notify Broadpeak by email with acknowledgement of receipt, on the eve of departure, and shall specify the reference number for return, the method of transportation used and the carrier's name (in the case of air transportation, specify the flight number and the air waybill).

Once repaired or replaced, the Equipment shall be returned at Broadpeak 's expenses and risks to the Site.

Upon prior written notice to CLIENT, Broadpeak shall have the right to have a qualified representative present in CLIENT location to witness and review CLIENT inspection procedures and results. Broadpeak shall carry

out such right in the framework of its confidentiality obligations as stipulated in this Agreement. Broadpeak shall do it under reserve of providing a minimum notice of two (2) working days, duly accepted in writing by CLIENT, and particularly in light of CLIENT corresponding process and the requirements stemming from it for CLIENT, as well as the availability of CLIENT personnel for this purpose and the presence of Equipment on the corresponding process. Broadpeak will advise CLIENT beforehand of the list and titles of persons duly cleared for proceeding with this validation. Such inspection shall be made in normal working business days and hours in the country where it is located and shall be requested in reasonable frequency.

CLIENT shall be responsible for promptly reimbursing Broadpeak for all actual costs of shipping any alleged Defective Equipment, which are in fact not defective.

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#### EQUIPMENT SPARE PARTS

Broadpeak will ensure the availability for sale of spare parts for the Equipment, or equipment being functionally equivalent and therefore suitable for replacement purposes, for a period of three (3) years from the date of delivery of the Equipment.

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#### SERVICE LEVEL AGREEMENT

[Broadpeak-SLA-General-Conditions.pdf](#)

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#### PROFESSIONAL SERVICES & TRAINING

See contact in the offer.

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#### DEFINITIONS

For the purposes of the Agreement, the following terms shall have the meanings set out below.

**"CLIENT"** means the entity that issued the Purchase Order to Broadpeak.

**"Contract"** means Broadpeak's Offer to CLIENT as accepted by CLIENT and/or the Specific Conditions, and these GTCs and the Purchase Order and any other documents incorporated by reference, agreed to by the Parties.

**"Corrective Maintenance"** means SLA executed after detection of an error and designed to return the Product to a state where it is in conformity with the agreed Specifications defined in the SOW.

**"Defect" or "Defective"** as defined in the Broadpeak SLA terms.

**"End User(s)"** means the end user of the CLIENT when different from the CLIENT.

**"Equipment"** means any hardware (and associated documentation if any) sold by Broadpeak and described in the Offer, including any media on which any Software and/or Service is provided.

**"Evolutive Maintenance"** means SLA or developments which have the object of evolving the Product by changing its behavior or adding new functionalities.

**"Force Majeure"** means any circumstances or occurrences beyond a Party's reasonable control, including but not limited to acts of God; fires; floods; wars; riot; storm; insurrection; strikes; lockout; malicious damage; failure or breakdown of components necessary to complete manufacture or to make delivery of the Product failure of a utility service or transport or telecommunication network; subcontractors, supplier or CLIENT-caused delays; compliance with any law, rules, orders and regulations; This shall also include delivery disruption, shortage or delay due to events

external to Supplier generally applicable to the industry, as well as any regulation or administrative or court decisions taken in relation to pandemic (eg covid 19 and variants). Payment shall in no event be deemed subject to Force Majeure event.

**"Intellectual Property"** refers to all elements covered by intellectual property rights, including but not limited to, whether or not they have been filed and/or registered, patents, elements subject to copyright, drawings and models, trademarks and other distinctive signs, logos, slogans, masking means, topography rights, software, data, databases, technical or other information such as trade secrets, processes and methods, domain names and websites, development or testing tools, know-how and all other elements benefiting from a similar protection, and all reproductions, whatever the form (tangible or intangible) of the objects of intellectual property rights listed above.

**"Offer" means** the commercial proposal describing in a non-limitative manner a statement of work, a quotation or any other relevant information describing the Products to be supplied by Broadpeak to the CLIENT and the conditions of supply of the Products.

**"Open Source Software"** means any software or work, including where appropriate, any and all modifications, derivative works, enhancements, upgrades, improvements, fixed bugs, and/or statically linking made to the source code of such software or work, released under an open source or free software license, that requires as a condition of royalty-free usage, copy, modification and/or redistribution of the Open Source Software to: (1) Redistribute the Open Source Software royalty-free, and/or, (2) Redistribute the Open Source Software under the same license/distribution terms than those contained in the open source or free software license under which it has originally been released and/or (3) Release to

the public, disclose or otherwise make available the source code of the Open Source Software **"Party(ies)"** means individually Broadpeak or CLIENT and collectively Broadpeak and CLIENT. **"Product"** means "Equipment", "Software" and/or "Services".

**"Purchase Order"** or **"Order"** means a written request from the CLIENT to receive the Products at Broadpeak.

**"Service"** means the services detailed in the Offer, in particular those necessary for the installation, commissioning or SLA of the Equipment and/or Software in nominal operation; Service Level Agreement (aka SLA), Managed Services.

**"Software"** means any computer program in executable code identified in the Offer. This does not include unrelated or excluded Third Party Software.

**"Specific Conditions"** means any formal agreement or communication of deviating conditions from Broadpeak and accepted by the CLIENT, such as the Offer, which deviates from or supplement the GTC.

**"SOW"** means the relevant statement of work agreed between the CLIENT and Broadpeak, if any.

**"Third Party Software"** means Software that is provided or made available by third parties and that is licensed under its own EULA or other commercial agreement between CLIENT and such third party licensor or its distributor.

**"Updates/Upgrades"** as defined in the Broadpeak SLA terms.

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APPROVED BY BROADPEAK PRESIDENT & CEO