

# GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern all use of:

- (a) Screen9's websites (under the domains screen9.com, screen9.tv, s9.tv) ("Websites");
- (b) Screen9's technology; and
- (c) all Services and/or technology which are made available, provided, and/or performed by Screen9 and/or its Suppliers.

By having access to, receiving, and/or using the Services, You unreservedly agree to comply with these General Terms and Conditions and any other guidelines or rules required and published by Screen9.

**Screen9 is entitled, at its sole discretion, to change these General Terms and Conditions and/or the Services at any time with 60 days notice, unless otherwise agreed in writing. This includes, but is not limited to, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics. If You then continue to use the Services, You agree to be bound by such changes and acknowledge that Screen9 will have no liability to You as a result of any such changes.**

You acknowledge and agree that all use of the Services is also subject to Screen9's Data Processing Agreement at <https://www.screen9.com/legal/DPA-2020.pdf> ("DPA"), Privacy Policy at <https://www.screen9.com/legal/PrivacyPolicy-2020.pdf> ("Privacy Policy"), Acceptable Use Policy at <https://www.screen9.com/legal/AUP-2020.pdf> ("AUP"), the Service Level Agreement at <https://www.screen9.com/legal/SLA-2020.pdf>, each of which may be updated at any time by Screen9 with or without notice, and the signed Order Form.

## 1. Definitions

**1.1 "Account"** means a Screen9 account and/or subaccount issued to You under a Contract and used by You to make selections with respect to the presentation, management, distribution and/or end user access to Content.

**1.2 "Content"** means audio and video materials including, without limitation, text, images, logos, artwork, graphics, pictures, advertisements, sound, live and on-demand videos, presentations and any intellectual property contained in any such materials uploaded or otherwise provided by You and/or Your users in connection with the Services.

**1.3 "Confidential Information"** means all information from either You or Screen9 designated as confidential, including all Screen9's proprietary rights, trade secrets and all other information reasonably understood as being of confidential nature.

**1.4 "Contract"** means the binding agreement You enter into with Screen9 by accepting and submitting an online Order Form and/or similar documentation provided by Screen9 and/or its Suppliers. It includes by reference,

- the Order Form,
- the General Terms and Conditions at <https://www.screen9.com/legal/GTC-2020.pdf>,
- the Data Processing Agreement at <https://www.screen9.com/legal/DPA-2020.pdf>,
- the Privacy Policy at <https://www.screen9.com/legal/PrivacyPolicy-2020.pdf>,
- the Acceptable Use Policy at <https://www.screen9.com/legal/AUP-2020.pdf>,
- the Service Level Agreement at <https://www.screen9.com/legal/SLA-2020.pdf>, and

- any appendices.

**1.5 “Demo Account”** means a temporary Screen9 account provided to You by Screen9 or its Suppliers that permits You to use the Services on trial basis for a limited time period.

**1.6 “Fees”** means all fees relating to the Services including, without limitation, all fees set out in a Contract.

**1.7 “Players”** means Screen9’s video players.

**1.8 “Prohibited Activities”** has the meaning set out in Section 2 (a) of the Acceptable Use Policy.

**1.9 “Prohibited Content”** has the meaning set out in Section 2 (d) of the Acceptable Use Policy.

**1.10 “Services”** means: the Player, and all other products and/or services provided to You by or through Screen9 and/or its Suppliers under a Contract including (but not limited to) technical support, engineering work, and/or any other professional services including all updates.

**1.11 “Screen9 Marks”** has the meaning set out Section 12 of these General Terms and Conditions.

**1.12 “Service Start Date”** has the meaning set out in Section 4 of these General Terms and Conditions.

**1.13 “Suppliers”** means, individually and collectively, Screen9’s licensors, suppliers, vendors, resellers, and partners at any time.

**1.14 “Term”** and **“Initial Term”** have the meanings set out in Section 4 of these General Terms and Conditions.

**1.15 “You”** or **“Your”** means the individual, corporation or other single entity that has entered into a Contract, and/or otherwise uses Screen9’s Websites and/or the Services or part thereof.

Defined terms may be used in the plural and singular forms as applicable.

## 2. Grant of licenses; scope of license; restrictions

### 2.1 Grant of licenses

#### (a) Right to use the Services

If You comply at all times with all the terms and conditions of Your Contract(s), Screen9 grants to You, for the Term stated in the Contract(s), a non-exclusive, non-transferable, limited license. You may not sub-license use of the Services or parts thereof to any other party. Your right to use the Services is strictly specified in the order form.

#### (b) Content

You grant Screen9 a worldwide, royalty-free, non-exclusive, transferable license to perform such acts with the Content as are reasonable in connection with providing the Services including, but not limited to, the right to: (i) deliver Content in accordance with the preferences You set in Your Account; (ii) secure, encode, reproduce, host, cache, route, reformat, analyze and create algorithms and reports based on access to and use of the Content; (iii) use, exhibit, broadcast, publish, publicly display, publicly perform, distribute, promote, copy, store, and/or reproduce (in any form) the Content on or through the Services; and (iv) utilize the Content to test Screen9’s technologies and processes.

## **2.2 Scope of Use**

### **(a) Responsibility for Content**

You are solely responsible for all matters arising out of, or in connection with, the Content including, but not limited to, making sure that the Content does not include Prohibited Content and does not infringe any third party rights.

### **(b) Content**

Screen9, its Suppliers and the Services are mere conduits for the Content, and Screen9 and its Suppliers are not obliged to pre-screen, edit, review or monitor Content submitted, uploaded, distributed, retrieved, or viewed in connection with use of the Services. You are solely responsible for any Content that may contain errors or omissions, false or defamatory material, and/or material that is offensive, indecent, objectionable, and/or infringing. Under no circumstances will Screen9 or its Suppliers be liable in any way for Content, including, but not limited to, for any defamation, infringement, falsehoods, errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such Content posted, delivered, emailed or otherwise transmitted via the Services. You acknowledge that Screen9 and its Suppliers are not responsible for preventing or identifying infringement of intellectual property rights or other violations attributable to the Content, and Screen9 and its Suppliers assume no responsibility for screening or monitoring for (i) infringement or for enforcing Your rights or those of a third party with respect to Content, (ii) unlawful, inappropriate or unpermitted use, (iii) libel, falsehoods, errors or omissions contained in the Content, or (iv) noncompliance with any applicable laws and/or regulations.

### **(c) Third party materials/products/services**

Third party products, content, services and links may be displayed on or through the Services. These are shown for convenience only and are not referrals or recommendations of any product, service or provider. In some cases, the Services may allow use of third party components or services, such as YouTube or Google Analytics, which may be subject to their own, separate license agreements or special pass-through terms and conditions. You assume all risks and liabilities associated with the use of any such third party offerings.

Third parties in this sub-section (c) shall not be confused with Suppliers. For the avoidance of doubt, third parties in this section refer to providers of material and services over which Screen9 has no control and for which Screen9 has no liability.

### **(d) The Players**

The Players contains software which tracks and captures user activity to help Screen9 optimize the Services and Your use of the Services. By using a Player you accept this feature. Please read the Privacy Policy for more information on this software. If You allow syndication of Your Content on third party websites, You are solely responsible for notifying each such third party website that Screen9 may track information regarding users and where applicable obtaining necessary consent.

### **(e) Content preservation and disclosure**

You expressly agree that Screen9 may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonable or necessary to: (i) comply with legal process; (ii) enforce any part of a Contract; (iii) respond to claims that any Content infringes the rights of third parties; or (iv) protect the rights, property, or personal security of Screen9, its Suppliers, users and/or the general public. You acknowledge and agree that the technical processing and transmission of the Services, including the Content, may involve (i) transmissions over

various networks; and/or (ii) changes to conform and adapt to the technical requirements of connecting networks or devices.

Screen9 shall notify the You in writing of any disclosure made under this sub-section (e).

#### **(f) Demonstration accounts**

If You receive a Demo Account, it may include limited access to certain features and functionality of the Services. Screen9 is permitted to suspend or terminate the Demo Account at any time with or without notice and Screen9 is under no obligation to retain Content provided by You.

### **3. Fees/taxes**

For Your rights in and to the Services, You must duly pay to Screen9 the Fees set out in Your Contract(s). You agree to purchase the Services indicated in each applicable Contract for the Initial Term stated therein and in any renewal terms. All recurring Fees [(including but not limited to: platform fees, bundled fees, and support fees)] are payable in arrears, all usage-based fees are payable monthly in arrears, and all non-recurring Fees are due and payable on the date of the order. Recurring Fees shall be prorated for the first billing cycle of the Term based on the effective date. Any unused portions of included and/or bundled use allotments that may be stated in the Contract(s) (including without limitation use allotments relating to streams, transcoding, processed content, and delivery) will expire at the end of each time increment stated in the Contract(s) and do not rollover to subsequent time increments. You are solely responsible for all applicable taxes, duties, surcharges, tariffs or other amounts attributable to the Services and use of the Content under the Contract(s), and any withholdings of the same required by Screen9 will be invoiced back to You. If You do not pay Fees when due, they will be subject to penalty interest at the maximum monthly rate permitted by the Swedish Interest Act. Screen9 may suspend or terminate access to the Services, with or without giving You notice, if You are more than thirty (30) days late in paying all or part of any Fees. Amongst other things, such lateness will also bar you from making a claim under the Service Level Agreement and will entitle Screen9 to remove/delete Your Content. If a Contract is terminated before the end of the Term for any reason other than an un-remedied material breach by Screen9, all Fees accrued as per the date of termination become immediately due. After the Initial Term of a Contract or renewal of a Contract, the Fees shall be subject to Screen9's standard pricing changes.

### **4. Term and termination**

The term of all Contracts shall be the initial committed term ("Initial Term") commencing on the date ("Service Start Date") stated in the Order Form or applicable Quote and all renewals ("Term"). Each Contract will automatically renew for consecutive twelve (12) month periods unless either party terminates the applicable Contract by notifying the other party in writing or email at least sixty (60) days prior to the end of the then-current Term. The termination becomes effective at the end of the then-current Term. If a Contract is terminated for any reason, You must immediately stop using the Services, and Screen9 is not obliged to provide you with any Services. This includes, but is not limited to, Screen9's right to delete any of Your Content. You may terminate a Contract if Screen9 materially breaches a term of the Contract and such breach has not been remedied within thirty (30) days of Screen9 receiving written notice from You of such breach. This right is conditional upon You paying all Fees that are incurred up to and including the termination of the Contract. Such Fees become payable on the termination date. Nothing in this document is a waiver by Screen9 of any claims it may have against You. Screen9 may terminate or suspend Your Contract and/or your access to the Services: (i) if You do not comply with a term of Your Contract; or (ii) if Screen9 believes that any conduct for which You are responsible is or may be harmful in any way to Screen9, its Services, Suppliers or other users; or (iii) if Screen9 reasonably believes any conduct for which you are

responsible is or may be a violation of law, third party rights, and/or Screen9's Prohibited Activities or restrictions on Prohibited Content; and/or (iv) if any legal restriction is imposed on You, Screen9, and/or its Suppliers with respect to provision of the Services. Screen9's right to suspend or terminate Services as set out in this Section does not absolve You of any payment or indemnification obligations under a Contract or diminish any other remedy available to Screen9 and/or its Suppliers. All terms in a Contract that should by their nature survive termination shall continue in full force after any expiry or termination of a Contract.

## 5. Ownership

You and Your suppliers and licensors own all rights to the Content (excluding any content provided to You by Screen9 and/or its Suppliers) including associated intellectual property rights under copyright, trademark and/or other applicable domestic and international laws. Screen9 and its Suppliers own all rights to the Services including associated intellectual property rights under copyright, trade secret, patent, trademark and/or other applicable domestic and international laws. No part of the Services has been sold or assigned to You and any right, not expressly granted to you by Screen9, remains with Screen9 and/or its Suppliers. Screen9 is not obliged to accept unsolicited feedback but if You provide feedback about the Services, Screen9 will own all rights to such feedback and to any technology and compilations developed using such feedback. You are required to take all actions necessary to allow Screen9 to exercise and enforce such rights.

## 6. Warranties

You warrant that You are solely responsible and liable for: (i) obtaining all necessary consents, permissions, licenses and waivers from copyright owners, artist(s), actors, directors, performers, writers, producers, or any other individuals who appear in the Content or the results and proceeds of whose services are utilized in the Content; (ii) obtaining any required synchronization and master use licenses from the owners of the musical compositions and sound recordings embodied in the Content (or their designated representatives); (iii) any payments to any labor unions or professional bodies to the extent required under applicable collective bargaining agreements or otherwise (including but not limited to residuals, re-use, rerun and other similar fees; (iv) obtaining public performance licenses from public performance rights collection organizations; (v) complying with all laws, rules and applicable regulations; (vi) any Prohibited Content; and (vii) abiding by these General Terms and Conditions.

Screen9 warrants that the Service (i) does not infringe any proprietary rights belonging to any third party; and (ii) will at all times comply with applicable laws and regulations.

## 7. Disclaimer of warranties

Notwithstanding the provisions of the Service Level Agreement, Screen9 makes no warranty that the Services are suitable for Your purposes; that the use of the Services will be secure, uninterrupted or error-free, or that the Services, or any code, will work properly in combination with Your or any third party technology, hardware, software, systems or data.

## 8. Indemnification

You shall indemnify Screen9 and/or its Suppliers against any and all third party claims, damages, costs and expenses (including legal fees and litigation expenses) arising out of the Content and/or Your use (which includes use by Your employees, customers, and/or users whether authorized by Screen9 or not) of the Services.

## 9. Limitation of liability

To the maximum extent permitted by applicable law, (i) Screen9 or its Suppliers shall in no case be liable for any consequential, incidental, indirect, special, punitive, or other loss or damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, goodwill, use, data, or other intangible or other financial loss) arising out of a Contract or the use of or inability to use the Services or to retrieve the Content through the Services, and (ii) Your exclusive remedy and Screen9's total aggregate liability for all claims combined arising out of or incidental to the Services and/or the Contract(s), shall be limited to the actual direct loss incurred by You up to the greater of the Fees for use of the services that You actually paid directly to Screen9 in the twelve month period before the first such claim or € 5,000. Such limitation shall also apply to losses incurred by reason of other services or goods received through or advertised on the Services or received through any links provided in the Services, as well as by reason of any information or advice received through or advertised on the Services or received through any links provided in or through the Services. Such limitation shall apply, amongst other things, to the costs of procurement of substitute goods or services, lost profits, or lost data.

## 10. Compliance with laws

You acknowledge and agree that You are solely responsible for complying with any law governing Your use of the Services in Your local jurisdiction.

## 11. Confidentiality

**11.1** Subject to provisions elsewhere in a Contract, You and Screen9 agree not to disclose Confidential Information, unless written consent has been given to such or if You or Screen9 are obliged to do so under law or rules of a stock exchange or other regulated market.

**11.2** In the event of such a mandatory disclosure, the disclosing party must confer with the other party prior to such information being disclosed.

## 12. Intellectual property

All rights, including copyright and database rights in the Screen9 Websites and in the Services are owned by or licensed to Screen9, or otherwise used by Screen9 as permitted by the rights holder or applicable law. The Screen9 logo, and other Screen9 logos and product names and service names are trademarks of Screen9 ("Screen9 Marks"). You agree not to remove any Screen9 Marks that are contained within and/or affixed to the Services as provided to You.

## 13. Governing law and dispute resolution

**13.1** Any dispute or claim arising out of a Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

**13.2** The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English. The Contract(s) and these General Terms and Conditions shall be governed and construed in accordance with the substantive law of Sweden.

**13.3** Notwithstanding the other provisions in this Section 13, Screen9 reserves the right to bring proceedings in the country of domicile of any user of the Services.

## 14. Interpretation

If there is a conflict between the provisions of an Order Form and these General Terms and Conditions, the Order Form shall prevail in respect of such conflict and all other terms and conditions of each shall remain in full force and effect.

## 15. Entire agreement

Your Contract(s) constitute the entire understanding and agreement between You and Screen9 regarding its subject matter and supersede all prior and contemporaneous agreements and understandings between You and Screen9 regarding such subject matter.

## 16. Severability

If any provision or any part of a Contract is held by a competent authority to be illegal, invalid or unenforceable, it shall be severed and deleted and all other terms and conditions shall remain in full force. Such severance shall not affect the enforceability of the remaining provisions of a Contract. If a severed provision is of material importance to the practical application of a Contract it shall be reformed to the extent necessary.

## 17. General provisions

Notwithstanding anything else contained in these General Terms and Conditions, no contractual rights are conferred by it to any third parties. If you receive the Service through one of Screen9's Suppliers instead of directly from Screen9, then Screen9 has no direct liability to You in respect of the Services. You and Screen9 are independent contractors; no joint venture, partnership, employment, agency or exclusive relationship exists between You and Screen9 as a result of these General Terms and Conditions or Your use of the Services. Amendments and addendums to a Contract must be in writing and signed by authorized representatives of both You and Screen9. All waivers must be made in writing and the failure of You or Screen9 to enforce any right or provision in a Contract or in these General Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver on one occasion shall not imply or constitute a waiver on any other occasion.

## 18. Force Majeure

Screen9 shall not be responsible for any failure to perform, or delay in performing, any of its obligations under a Contract to the extent that such a failure or delay is caused by circumstances beyond its control, such as an act or omission of any Internet provider or a terrestrial/wireless communications provider; equipment failures or shortages; acts of a government in its sovereign or contractual capacity; natural disasters; civil unrest; or labor disputes. Under any such circumstance and regardless of any other provision in these General Terms and Conditions, Screen9 may suspend or terminate all or part of the Services without prior notice to you and without liability. You will not be entitled to a refund or credit in such event.

## 19. No Assignment

You may not transfer or assign any right or obligation under these General Terms and Conditions, directly or indirectly, without the prior written consent of Screen9. These General Terms and Conditions shall inure to the benefit of and be binding upon Screen9's or Your respective permitted successors and assigns.