

VideoScout Terms of Service

Last Modified: 5 January 2022

These Terms of Service govern our subscribers' use of the VideoScout services. It consists of the following:

- The **Master Terms**, which contain the core legal and commercial terms that apply to your subscription,
- The **Data Processing Addendum**, which explains how we process your personal data and includes applicable information, including the EU's Standard Contractual Clauses,
- Your **Order**, which are VideoScout-approved and generated order information accessible from your online account and /or sent to you via email upon purchase that contains the details of your purchase, including your subscription term, the Plan to which you have subscribed, the details of any purchases, your fees, and other important order-related information.

The Services can be accessed:

- a) as a free-to-the-user service having the specifications outlined in the respective Plan (the "Free Version") and
- b) as a paid service having the specifications outlined in the respective Plan, for which you pay a yearly subscription fee (the "Paid Version").

Your use of the Services is subject to:

- a) the terms and conditions set forth below and
- b) StreamGo's privacy policy, found at <https://streamgo.co.uk/privacy> and incorporated herein by reference, so please take the time to fully understand how these Master Terms and streamGo's privacy policy govern your relationship with us and your use of the Services. The Services are available only to individuals who are at least 18 years old. If you are an individual, you represent and warrant that you are at least 18 years old. Each business or individual may have only 1 Free Version account.

You acknowledge that the Free Version is provided at no charge, and therefore, the terms that govern use of the Free Version are different, in part, from the terms that govern use of the Paid Version.

The specific provisions that relate only to the Paid Version are set forth in:

- Sections 3 (**Fees & Charges Paid Version Plans**)
- 4.1.1 (**For Paid Plans – Subscription Term**)
- 4.1.2 (**For Paid Plans – Non Renewal**)
- 4.2 (**Paid Plans – Early Cancellation**)
- 4.3 (**Paid Plans – Termination for cause**)
- 5.4.1 (**For Paid Plans – Removal of Customer Data**)
- 10.3.1 (**Paid Plans – Limitations of Liability**, and the specific provisions that relate only to the Free Plans are set forth in Section 4.1.3 (**Terms & Renewals - For Free Plans -**)
- 4.4.5 (**Free Plans – Customer Data removal**)
- **5.4.2 (For Free Plans – removal of Customer Data)**
- **10.3.2 (Free Plans – Limitation of Liability).**
- All other non-specified terms shall apply to both the Paid Version and Free Version. If you upgrade from the Free Version to a Paid Version, you acknowledge and agree that the terms that govern the use of the Paid Version shall automatically apply to you upon such upgrade.

YOUR RIGHT TO USE THE SERVICES IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS. BY CLICKING ON THE "ACCEPT" BUTTON AND/OR USING THE SERVICES, YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SERVICES ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO AGREE TO THESE TERMS ON ITS BEHALF. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Master Terms

Contents

1. Definitions.....	2
2. Using VideoScout Services.....	3
3. Fees & Charges (Paid Version Plans).....	5
4. Term & Termination	6
5. Customer Data	8
6. Intellectual Property	9
7. Confidentiality.....	9
8. Publicity.....	10
9. Defense of Third-Party Claims.....	10
10. Disclaimers; Limitations of Liability	10
11. Miscellaneous & Boilerplate Terms	11

1. Definitions

“Action” means a third-party claim, suit, action, or proceeding.

1.1. “Agreement” or “VideoScout Terms of Service” means these Master Terms and all materials referred to or linked to in here.

1.2. “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, **“Control”** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3. “Confidential Information” means this Agreement, the Subscription Services, and any other information (whether in oral, written, or electronic form) of a confidential nature disclosed by one party (**“Discloser”**) to the other (**“Recipient”**) in connection with this Agreement.

1.4. “streamGo” or “we” or “us” or “VideoScout” means streamGo Limited, a company incorporated in England and Wales under number 09633474 with a registered address at 9 Defender Court, Sunderland Enterprise Park, Sunderland England, SR5 3PE.

1.5. “streamGo Content” or “VideoScout Content” means all information, documentation, user manuals, guides, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Services.

1.6. “Customer Data” means all information that you submit or collect via the Subscription Services (including documents that you upload or store in the Subscription Services). Customer Data excludes streamGo Content.

1.7. “DPA” means the VideoScout Data Processing Addendum

1.8. “Extended Term” means a period of one year following the end of the Initial Term and the end of each subsequent Extended Term.

1.9. “Force Majeure Event” means an event beyond a party’s control, without such party’s fault or negligence, and which by its nature could not have been foreseen by such party, or, if it were foreseen, was unavoidable (including natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism).

1.10. “Initial Term” means the initial period set out in the applicable Plan that you have purchased and provided in your account.

1.11. “Intellectual Property Rights” means valid patents, registered copyrights, registered trademarks, registered service marks, data & database rights, design rights, domain name rights, and similar intellectual property rights.

- 1.12. "IP Claim"** means an Action alleging that your use of the Subscription Services in accordance with the Agreement infringes the Intellectual Property Rights of a third-party.
- 1.13. "Losses"** means losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest,
- 1.14. "Master Terms"** means this document, which contains the core legal and commercial terms that apply to your subscription.
- 1.15. "Open Source Software"** means any 'open source software' falling within the Open Source Definition issued by the Open Source Initiative and any 'free software' defined by the Free Software Foundation.
- 1.16. "Personal Data"** means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).
- 1.17. "Plan"** means streamGo's free or any paid plans, as applicable and as further described on VideoScout's website available at <https://videoscout.ai/get-started/>
- 1.18. "Subscription Fee"** means the amount you pay for the Subscription Service in the applicable Plan.
- 1.19. "Subscription Service(s)" or "Services"** means our web-based applications, tools, and platforms that you have subscribed to or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via a designated URL, and any ancillary products and services that we provide to you
- 1.20. "Subscription Term"** means the Initial Term of your subscription to the applicable Subscription Services, as specified on your account, and each subsequent Extended Term (if any).
- 1.21. "Systems"** means modems, servers, software, network and communications equipment and ancillary services that are owned, controlled or procured by you
- 1.22. "Third-Party Products"** means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.
- 1.23. "Updates"** means any patch, revision or update to the Subscription Services delivered by us.
- 1.24. "Users"** means your employees, representatives, consultants, contractors, or agents who are authorized to use the Subscription Services for your benefit and have unique user identifications and passwords for the Subscription Services.
- 1.25. "Year"** means each period of 12 months starting from the purchase of the applicable Plan.
- 1.26. "You", "your" or "Customer"** means the person or entity using the Subscription Services and identified in the applicable account record, billing statement, online subscription process, as the customer.

2. Using VideoScout Services

- 2.1. Using the VideoScout Services.** During the Subscription Term, we will provide you and your Users access to use the Subscription Services as described in this Agreement and the applicable Plan. We might provide some or all elements of the Subscription Service through third-party service providers. You may provide access and use of the Subscription Service to your Affiliates' Users; provided that all such access, use, and receipt by your Affiliates' Users is subject to and in compliance with the Agreement and you will always remain responsible for your Affiliates' and Affiliates' Users compliance with the Agreement.
- 2.2. Your Compliance with Law.** You will abide by all applicable laws, treaties, and regulations in connection with your use of the Subscription Services.
- 2.3. A Hosted Service.** You acknowledge that the Subscription Services are a hosted service and therefore to use and access the Subscription Services, you and your Users must independently have (or must independently obtain) internet access, either directly or through devices that access web-based content, as well as browser software that supports protocols used by us.
- 2.4. Additional Features.** You may subscribe to additional features of the Subscription Services by placing an additional Order or activating the additional features from within your account (if this option is made available by us). This Agreement will apply to all additional features made available to you.

2.5. Improvements to the Services. We may modify the Subscription Services from time to time as part of our continuous upgrading and improvement program to improve your experience. This may disrupt the way you would usually otherwise use the Services (such as interruptions). We will endeavor to notify you of in advance of making these modifications where possible.

2.6. Support. We will use commercially reasonable efforts to provide you with support and maintenance services for the Subscription Services in accordance with its standard practices (as amended from time to time). You agree that we will have the right to charge in accordance with its then current policies for any support services resulting from problems, errors or inquiries relating to Systems or any other network, equipment, service or software not owned, controlled or procured by us.

2.7. Updates. We shall have no obligation to provide Updates, except that we will provide you with any update that we generally make available without charge to our similar customers.

2.8. Changes to the Services. We reserve the right to modify or discontinue any Services or Plans (in whole or in part) at any time.

2.9. Limitations. The usage limitations that apply to your subscription will be specified in your account for the Plan you have selected and/or in this Agreement. Use of the Subscription Services shall not unreasonably interfere with use of the Subscription Services by other customers. All Plans have an associated monthly bandwidth play as specified on the pricing page of the VideoScout website <https://videoscout.ai/get-started/> and/or in your account). Monthly limits are calculated based on calendar months and are based on the date of account activation. Once an account reaches its monthly bandwidth limit you will be notified and given the option of (a) upgrading to a plan with a higher bandwidth limit, or (b) paying for extra bandwidth at the then current overage rate for your Plan (unless otherwise previously mutually agreed upon). The fees corresponding to the usage exceeding the monthly bandwidth limit will be automatically invoiced to you so the Subscription Services does not cease.

2.10. Our Professional Obligations. We will carry out our obligations to deliver the Subscription Services with reasonable skill and care.

2.11. Third-Party Products. Where applicable, you can choose to integrate Third-Party Products with the Subscription Service, such as third-party hardware, software, services, integrations, and APIs. We are not responsible for any issues arising from or related to the Third-Party Products. The availability of using a Third-Party Product with the Subscription Services does not mean we endorse, support, or warrant the Third-Party Products. Where applicable, we are not responsible for any Third-Party Products, the costs or fees associated with such Third-Party Products.

2.12. User Accounts. As part of our security procedures, each User will have a username and password. You and your Users must treat such account information as confidential and not disclose the login details to any third party. As such, you and your Users will: (a) notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to us immediately and use reasonable efforts to immediately stop any copying or distribution of the Subscription Services that is known or suspected by the you or your Users; and (c) not impersonate another user or provide false identity information to gain access to or use the Subscription Services.

2.12.1. You will not allow User subscriptions to be shared or used by more than one individual User (except that User subscriptions may be reassigned to new Users replacing individuals who have terminated employment or otherwise changed job status or function and no longer need to use the Subscription Services).

2.12.2. You are responsible and liable for the acts and omissions of all Users in connection with the Agreement as well as all access to and use of the Subscription Services by any User or any other person logging in under a User ID registered under your account or providing and/or receiving Customer Data or other information through the Subscription Services.

2.13. Acceptable Use of the Subscription Services. You and your Users will not use the Subscription Services in any way that violates the terms of the **Acceptable Use Policy ("AUP")** set out in this clause or for any purpose

or in any manner that is unlawful or prohibited by this Agreement. You will comply (and your Users will comply) with our AUP, as follows:

2.13.1. Prohibited Activities. You will not and will ensure that your Users will not:

- 2.13.1.1.** copy, reproduce, publish, distribute, redistribute, transmit, modify, adapt, sublicense, sell, transfer, assign, rent, disclose (whether or not for charge), or in any way commercially exploit the Subscription Services;
- 2.13.1.2.** permit use of the Subscription Services in any manner by a third-party;
- 2.13.1.3.** use the Subscription Services to: (a) send unsolicited or unlawful messages; (b) send or store infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or to violate privacy rights (however, this will not prohibit you from sending or storing such material if such material is related to a lawful purpose and is being used in the course of legal work); (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (d) interfere with or disrupt the integrity or performance of the Subscription Services or the data contained therein; (e) attempt to gain unauthorized access to the Subscription Services or related systems or networks; or (f) provide or disclose to, or permit use of the Subscription Services by, persons other than Users;
- 2.13.1.4.** make alterations to, or modifications of, the whole or any part of the Subscription Services nor permit the Subscription Services or any part of it to be combined with, or become incorporated in, or merged with any other programs; and
- 2.13.1.5.** disassemble, decompile, reverse engineer, or create derivative works based on the whole or any part of the Subscription Services including StreamGo or VideoScout Content nor attempt to do any such things except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Subscription Services with another software program, and provided that the information obtained by you during such activities: (a) is used only for the purpose of achieving inter-operability of the Subscription Services with another software program; (b) is not disclosed or communicated without our prior written consent to any third party; and (c) is not used to create any software which is substantially similar to the Subscription Services.

2.13.2. Violations of the AUP. We may immediately suspend your access to the Subscription Services if you breach the AUP or do not respond to us in a reasonable period after we have contacted you about a potential breach of the AUP. We may also suspend your access as we explain in section 4.5, and, if you breach the AUP, we may terminate your Plan, suspend and/or remove your account and terminate this Agreement for cause. We are not obligated to (but may choose to) remove any prohibited materials and deny access to any person or entity that violates the AUP. We further reserve all other rights.

3. Fees & Charges (Paid Version Plans)

3.1. Subscription Fees. The Subscription Fee will remain fixed during the Initial Term of your subscription unless: (a) you exceed your applicable limits (if any are specified, in particular with respect to the limitations set out in section 2.9), (b) you upgrade plans, products or packages, (c) you subscribe to additional features or products, including adding additional access rights, or (d) otherwise agreed to in your account or with us directly.

3.2. Credit Card information. In order to set up an account with us, you must provide us with accurate and complete billing information including legal name, address, telephone number, and a valid credit card. Your card will never be charged without your authorization. By submitting such credit card information, you give us the permission to charge all fees incurred through your account to the designated credit card. We reserve the right to terminate this Agreement in accordance with section 4.3 hereto if you do not provide a valid credit card for the payment of fees hereunder.

3.3. Payment terms. The Services are billed in advance on an annual basis, as further specified in the applicable Plan. We will not provide refunds or credits in the case of cancellations, downgrades, or when there are unused portions of the Services on an open account. For any Services upgrade, the additional fee for the

Services upgrade for the remainder of the current term (i.e. the current year) will automatically be charged to you at the time of the upgrade. All future recurring charges for the Services will follow the annual billing.

3.4. Fee Adjustments at Renewal. Upon renewal, we may increase your fees up to our then-current list price. If this increase applies to you, we will notify you at least 30 days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, you can choose to terminate your subscription at the end of your then-current term by giving the notice required in the “**For Paid Plans: Non-Renewal**” section 4.1.2 below.

3.5. Payment Against Invoice. We will invoice you at the start of each year of the Subscription Term, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable at the end of the first month of the Subscription Term by credit card. We will give you an additional 15 days’ grace period, after which unpaid amounts will be subject to interest at 1% per month (or the maximum rate permitted by law if lower) and we reserve the right to suspend your account until full payment is made. Upon termination of your Subscription Services, you will pay all undisputed fees due on your account (if any fees are outstanding).

3.6. Payment Information. You will keep your contact information and billing information up to date. Changes may be made by emailing talk@videoscout.ai. Except as specifically set forth in this Agreement, all payment obligations are non-cancellable, and all amounts paid are non-refundable. If you are purchasing on behalf of a third-party, you agree to be responsible for the account and to guarantee payment of all fees.

3.7. Third-Party Products costs. Where applicable, we are not responsible for any Third-Party Products, the costs or fees associated with such Third-Party Products.

3.8. Taxes. You will have no liability for any taxes based upon our gross revenues or net income.

3.8.1. Sales Taxes and Similar Taxes. All fees exclude sales taxes, value-added taxes (VAT), goods & services taxes (GST), and similar taxes, which we will charge as applicable, and you agree to pay any taxes applicable to your use of the Subscription Services. If you are located in the European Union, Switzerland, United Kingdom, or any country that uses VAT, all fees are exclusive of VAT, and you represent that you are registered for VAT purposes in your country. At our request, you will provide use with your VAT registration number; if you do not provide us with your VAT registration number, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST.

3.8.2. Withholding Taxes and Similar Taxes. If you are required to deduct or withhold tax from payment of your invoice, you may deduct this amount from the applicable Subscription Fee due to us to the extent it is due and payable as assessed withholding tax required under laws that apply to you (the “Deduction Amount”). You will not be required to repay the Deduction Amount to us if you present us with a valid tax receipt verifying payment of the Deduction Amount to the relevant tax authority within 90 days from the date of the invoice. If you do not provide this tax receipt within the specified period, then all fees, inclusive of the Deduction Amount, will be immediately due and payable, and failure to pay these fees may result in your account being suspended or terminated for non-payment.

4. Term & Termination

4.1. Term; Renewals.

4.1.1. For Paid Plans – Subscription Term: The Initial Term will be specified in your Plan and/or in your account. Unless (a) otherwise specified in your Plan or your account (b) you provide notice as specified in section 4.2, your subscription will automatically extend at the end of the Initial Term and each Extended Term.

4.1.2. For Paid Plans: Non-Renewal. Except as specified in your account, to prevent renewal of your subscription, either you or we must give written notice of

non-renewal. The deadline for providing this notice is 30 days prior to the end of your Subscription Term. If you decide not to renew your subscription, you can do so directly from your account by logging in and follow the cancellation directions or you can send your notice of non-renewal to, talk@videoscout.ai, or as otherwise described in the Notices section of this Agreement, as applicable.

4.1.3. For Free Plans: this Agreement shall continue in effect until either party terminates this Agreement upon at least 5 business days' written notice to the other party. You can also stop using the Free Plan by following the cancellation directions available in your account.

4.2. Paid Plans. Early Cancellation. We understand that you may choose to end your subscription early. You may cancel your subscription early, however, we will not provide any refunds of pre-paid fees or unused Subscription Fees. You will promptly pay all unpaid fees due through the end of the Subscription Term. See section 4.1.2 for information on how to notify us that you are cancelling your subscription.

4.3. Paid Plans. Termination for Cause. Either you or we may terminate this Agreement for cause, as to any or all Subscription Services: (a) upon 30 days' notice to the other party of a material breach (including your failure to pay fees), if such breach remains uncured at the expiration of such period, or (b) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation, or assignment for the benefit of creditors. We may also terminate this Agreement for cause on 30 days' notice if we determine that you are acting or have acted in a way that has or may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

4.4. Effect of Termination or Expiration. At the termination or expiration of this Agreement

4.4.1. you will stop all use of the Subscription Services

4.4.2. If you terminate this Agreement for our material breach as specified in Section 4.3 above, we will promptly refund any prepaid but unused fees covering use of the Subscription Services after termination (fees are otherwise non-refundable).

4.4.3. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term.

4.4.4. All rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and remedies for breach of this Agreement shall survive, (b) we may, but shall not be obligated to, delete archived Customer Data (provided that, Paid Version customers, will be given 30 days after the effective date of termination of their account or the relevant Plans, to download their Customer Data in the currently existing archived format after which period of time we may delete such Customer Data without any further notice to such Paid Version customers) and (c) the provisions of Sections 3 Fees & Charges (Paid Version Plans) (only with respect to amounts incurred prior to the effective date of termination), 5 (Customer Data), 6 (Intellectual Property), 7 (Confidentiality), 9 (Defense of Third Party Claims), 10 (Disclaimers and Limitation of Liability) 11 (Miscellaneous & Boilerplate Terms) and this Section 4.4 (Effects of Termination or Expiration) shall survive.

4.4.5. Free Plans - Customer Data removal: For the avoidance of doubt, we are under no obligation to provide to a Free Version customer a copy of such customer's archived Customer Data upon any expiration or termination of this Agreement and reserve the right to delete the Customer Data in relation to the Free Version plans within 30 days' of termination or expiration of the applicable Plan or in the event of an absence of activity on the account for a period of 12 consecutive months following the last logging activity.

- 4.5. Suspension.** We may suspend your (or your Users') access to the Subscription Services if:
- 4.5.1.** the Subscription Services are used or appear to be used in a way that violates the AUP, applicable laws, regulations, or the terms of this Agreement;
 - 4.5.2.** required to do so by applicable law, regulation, government order, or court order; or
 - 4.5.3.** you fail to pay any sum due under the Agreement by the due date for payment (except that we will not suspend the Subscription Services while you are disputing applicable charges reasonably, in good faith, and are cooperating diligently to resolve the dispute).

Subscription Fees will remain payable during any period of suspension and nothing in this section 4.5 limits our right to terminate this Agreement for cause if we determine that you are acting or have acted in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

5. Customer Data

5.1. Customer's Proprietary Rights. You own and retain all rights to the Customer Data; this Agreement does not grant us any ownership rights to the Customer Data. You grant permission to us and our licensors to use the Customer Data to provide the Subscription Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Services on behalf of a third party, then you represent and warrant to us that you have sufficient and necessary rights to do so.

5.2. Data Practices.

5.2.1. Usage Data. We may collect information about you and your Users as you interact with the Subscription Services as permitted by the Agreement. We may aggregate and anonymize this information and share it with third parties; however, we will not include any Customer Data or personally identifiable information of your Users.

5.3. Protection of Customer Data.

5.3.1. The terms of our DPA are incorporated into this Agreement and will apply to the extent that any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Subscription Services provided to you under this Agreement. We will also maintain commercially appropriate technical and security measures to protect Personal Data, as described in the DPA.

5.3.2. The Personal Data in Customer Data will be stored and maintained in accordance with our DPA and we will treat your Customer Data as Confidential Information.

5.3.3. We and our Affiliates may transfer Customer Data (including Personal Data) to third countries in connection with the Subscription Services. To the extent we process Personal Data that is subject to the protection of European Data Protection Laws (as defined in the DPA) the Standard Contractual Clauses will apply as set out in our DPA.

5.4. Retention, Deletion, and Return of Customer Data.

5.4.1. For Paid Plans – removal of Customer Data:

5.4.1.1. within 30 days of termination or expiry of this Agreement, in the event that you have not already exported your Customer Data, we will maintain access to you in order for you to download your Customer Data.

5.4.1.2. After the 30-day period following termination or expiry of this Agreement, we will have no obligation to maintain or provide you the Customer Data and we will delete all Customer Data in our systems or otherwise in our control unless

(a) we are legally prohibited or (b) as otherwise specified in our DPA or (c) unless otherwise agreed with us.

- 5.4.2. For Free Plans – removal of Customer Data: we reserve the right to delete the Customer Data in relation to the Free Version plans within 30 days' of termination or expiration of the Free Plan or in the event of an absence of activity on the account for a period of 12 consecutive months following the last logging activity.

6. Intellectual Property

6.1. **Grant of Access.** This Agreement is for access to and use of the Subscription Services

6.2. **StreamGo Intellectual Property.** The Subscription Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the StreamGo Content or the Subscription Services in whole or in part, by any means, except as expressly authorized in writing by us. Our intellectual property include—but are not limited to—the streamGo (including VideoScout) name, logo, and the product names associated with the Subscription Services, and we do not grant you any rights to such intellectual property. You have no right to access to the streamGo software in source code form, in unlocked coding, or with comments.

6.3. **Your Comments and Suggestions.** We encourage you to comment and provide feedback on the Subscription Services. You agree that these comments, suggestions, and feedback are non-confidential and, by providing them to us, we own all rights to use and incorporate them into the Subscription Services, without payment or attribution to you.

6.4. **Warranties Related to Intellectual Property.** We warrant that:

- 6.4.1. We are authorized to grant you the right to use the Subscription Services as set forth in this Agreement; and
- 6.4.2. The Subscription Services and your use of the Subscription Services in accordance with our instructions and our provided documentation, does not infringe the Intellectual Property Rights of a third party and no notice has been given to us involving the infringement of any Intellectual Property Rights of third parties. We do not, however, make this warranty in respect of (a) any such rights owned or assertable by you or your Affiliates, or (b) any infringement arising from or relating to our compliance with your written specifications.

7. Confidentiality

7.1. **Use of Confidential Information.** Without the Discloser's prior written permission, the Recipient will not disclose or use the other party's Confidential Information except as reasonably necessary to perform that Recipient's obligations or exercise that Recipient's rights pursuant to this Agreement.

7.2. **Protection.** Each Recipient agrees to protect the Confidential Information of the other party in the same manner that the Recipient protects Recipient's own similar Confidential Information, but in no event using less than a reasonable standard of care.

7.3. **Compelled Disclosure.** The Recipient may disclose the Confidential Information of the Discloser—without breaching this Agreement—to the extent required by applicable law, regulation, or court order (a "Government Demand"), provided the Recipient so compelled promptly provides the Discloser with prior notice of such compelled disclosure (if legally permitted) and provides reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the compelled disclosure. The Recipient will also minimize (to the extent permitted) the amount of Confidential Information disclosed when complying with a Government Demand (including removing, when permitted, any Personal Data contained in the Confidential Information).

7.4. **Remedies.** If the Recipient discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of these confidentiality protections, the Discloser will have the right, in addition to any

other remedies available, to seek injunctive relief to enjoin such acts, and the parties acknowledge that any other available remedies are inadequate.

7.5. Exclusions. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser; (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) was independently developed by the Recipient without breach of any obligation owed to the Discloser; or (iv) is received from a third party without breach of any obligation owed to the Discloser.

8. Publicity

8.1. You expressly grant us the right to use any of your trademark, trade names, logos, or other marks in any of our marketing materials or otherwise in connection with promoting the Subscription Services without additional approval being necessary to obtained from you.

8.2. You shall not use any of our trademark, trade names, logos or other marks without our prior written approval.

9. Defense of Third-Party Claims

9.1. You will be liable to us for all Losses, and agree to indemnify and defend us (at your expense) against any Action that is based upon or arises out of (a) the unauthorized or illegal use of the Subscription Services by you or your Affiliates, (b) your or your Affiliates' noncompliance with or breach of this Agreement, (c) your or your Affiliates' use of products or services provided by a third party, or (d) the unauthorized use of the Subscription Services by any other person using your User(s) information. We will (x) notify you in writing within 30 days of our becoming aware of any such claim; (y) give you sole control of the defense or settlement of such a claim (although we retain the option to defend ourselves against such Action or participate in the defense of such Action with our preferred counsel); and (z) provide you (at your expense) with all information and assistance reasonably requested by you to handle the defense or settlement of the claim. Without our prior written consent, you will not accept any settlement that imposes an obligation on us, requires us to make an admission, or imposes liability not covered by these indemnifications or places restrictions on us.

10. Disclaimers; Limitations of Liability

10.1. Express Warranties Are Our Only Warranties. The express warranties in this Agreement (and any additional express warranties, explicitly described as such, if any), are the exclusive warranties you receive.

10.2. Disclaimer of Warranties. To the maximum extent permitted by law, we (including our affiliates, suppliers, and agents) disclaim any and all warranties, duties, conditions, and representations that are not expressly set forth in this Agreement. This disclaimer extends, but is not limited, to any and all implied warranties (and any implied duties, conditions, terms, undertakings, or representations) of title, non-infringement, non-interference, quiet enjoyment, merchantability, fitness, security, reliability, availability, timeliness, quality, ability, or suitability for any purpose (whether or not we or any of our Affiliates know, have reason to know, have been advised, or are otherwise in fact aware of any such purpose), results, effort, accuracy, or quality, whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. You acknowledge that the Subscription Services have not been developed to meet your individual requirements and accept that it is your responsibility to ensure that the facilities and functions of the Subscription Services meet your requirements. WE DISCLAIM, for ourselves and our suppliers, any warranty, duty, condition, or representation to any person or entity other than you. We and our Affiliates disclaim all liability with respect to Third-Party Products that you use.

10.3. Limitations of Liability.

10.3.1. Paid Plans – Limitations of Liability: Except as follows in this section 10.3, our maximum aggregate liability under or in connection with this Agreement in any Year of the Subscription Term, whether in contract, strict liability, tort (including negligence), or otherwise, will in all circumstances be limited to a sum no greater than the Subscription Fee paid or payable by you for that Year.

10.3.2. Free Plans – Limitation of Liability: Except as follows in this section 10.3, our maximum aggregate liability under or in connection with this Agreement, whether in contract, strict liability, tort (including negligence), or otherwise, will in all circumstances be limited to a sum no greater than £100.

10.3.3. Indirect Damages Excluded. Subject to section 10.3, we will not have any liability at law or in equity for indirect, incidental, special, enhanced, punitive, or consequential damages, however arising or related to this Agreement, whether such liability arises in contract, strict liability, tort (including negligence), or otherwise, regardless of the theory of liability, if you advised us of such potential damages, or whether such damages were otherwise foreseeable.

10.3.4. Uncapped Liability. Nothing in this section 10.3 will limit or exclude our liability for (a) death or personal injury resulting from our negligence, (b) fraud or fraudulent misrepresentation, (c) gross negligence or willful misconduct, and (d) other liabilities that cannot be excluded or limited by applicable law.

10.4. Limitation on Liability for Transfers. We will not be responsible for any theft, illegal activity, or other unauthorized acts resulting in loss of or damage to your computers, data, or other property while the Customer Data is in transit between the parties' systems or your Systems and is not controlled by us.

10.5. Agreement as to Limitations. You understand and agree that absent your agreement to this limitation of liability, we would not provide the Subscription Services to you.

10.6. Additional Exclusions. We will not be responsible or liable for any failure in the Services resulting from or attributable to (a) your Systems, (b) network, telecommunications or other service or equipment failures outside of streamGo's facilities, (c) your or Third Party's Products, services, negligence, acts or omissions, (d) any force majeure or cause beyond our reasonable control, (e) scheduled maintenance or (f) unauthorized access, breach of firewalls or other hacking by third parties

11. Miscellaneous & Boilerplate Terms

11.1. Relationship. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

11.2. Force Majeure. Delays or failures by a party to perform its obligations under this Agreement will be excused to the extent that the delay or failure to perform is caused directly by a Force Majeure Event. However, delay or failure to timely pay any amounts due to us under this Agreement will only be excused if disruption of banking channels prevents such payments from being made. The party requesting to excuse performance will give the other party prompt written notice of any event or circumstance that is reasonably likely to result (or has resulted) in a Force Majeure Event and the anticipated duration of such Force Majeure Event. Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more and such other party remains unable to perform their obligations.

11.3. Precedence. In the event of a discrepancy between these Master Terms and the terms of an Order, the Order will control, but only as to that Order.

11.4. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any third-party person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.5. Compliance with Laws. We will comply with applicable law in our provision of the Subscription Services and our processing of Customer Data. We do reserve the right to disclose information as necessary to satisfy Government Demands, but we will, when lawfully allowed, notify you promptly to permit you to object to such demands or requests. You will comply with applicable law in your use and receipt of the Subscription Services, including complying with the sanctions programs administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (or similar agencies/offices in the UK and EU, as applicable). You will not directly or indirectly export, re-export, or transfer the Subscription Services to prohibited countries or individuals or permit use of the Subscription Services by prohibited countries or individuals.

11.6. Entire Agreement; Amendments. This Agreement (including each Order) is the entire agreement between us for the Subscription Services and supersedes all other proposals and agreements, whether electronic, oral, or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance, or website. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement. No variation of this Agreement will be effective unless it is in writing and signed by both parties (or their authorized representatives) unless it is in accordance with the Agreement.

11.7. Changes to Terms. We reserve the right to change the Terms of Service at any time, but if we do, we will bring it to your attention by placing a notice on the streamGo's website, by sending you an email, and/or by some other means. If you don't agree with the new Terms of Service, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms of Service is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

11.8. Assignments. You may not transfer your rights and/or obligations under the Agreement to another organization without our written consent. We will not unreasonably withhold such written consent.

11.9. Waivers. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy.

11.10. Savings. If any provision or part-provision of the Agreement is or becomes invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

11.11. Survival. Termination or expiry of this Agreement will not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and will not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination or expiry.

11.12. Jurisdiction, Governing Law, Venue. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England & Wales and exclusive jurisdiction of the Courts of England and Wales.

11.13. Notices. All notices required or permitted by this Agreement must be in writing (unless this Agreement specifies otherwise) and delivered by a recognized courier that provides proof of delivery. Notices will be effective upon receipt or refusal. Notices may be sent to the parties' respective addresses shown in the Order Form (in addition to as set forth in this Agreement). A copy of any notices sent must also be sent to the other party's legal department via email, which for streamGo is help@videoscout.ai. We may also give general electronic announcements and notices via the Subscription Services and may give electronic notices and announcements specific to you by email to your e-mail address(es) on record in our account information for you.