



MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**") is made and entered into as of _____, 20__ (the "**Effective Date**"), by and between SDVI Corporation, a Delaware corporation having a place of business at 40 North Wolfe Road, Sunnyvale, California 94085 ("**SDVI**") and _____, an organization existing under the laws of _____, having a place of business at _____ ("**Customer**"). This MSA and any exhibits attached hereto, and each purchase order, statement of work, and/or other ordering document executed under this MSA (each, an "**Order**"), together constitute a contract between SDVI and Customer and are collectively referred to as this "**Agreement**."

- A. SDVI has developed a cloud-native media supply chain management platform known as SDVI Rally®, which consists primarily of the SDVI Rally Management Service and the SDVI Application Service, and may also include optional SDVI applications such as Rally Gateway and Rally Access, all as described in the Hosted Services Description attached to this MSA as Exhibit A or an applicable Order (collectively, the "**Hosted Services**").
- B. Customer desires to receive from SDVI, and SDVI desires to provide to Customer, the Hosted Services and related services (such as technical support) pursuant to one or more applicable Orders, and the parties desire to establish in this MSA the terms and conditions that will govern such Orders and the purchase, provision, and use of the Hosted Services thereunder.

NOW, THEREFORE, the parties agree as follows.

1. HOSTED SERVICES

1.1. Ordering; Scope of Services. The parties may enter into Orders from time to time by mutual written agreement. Each Order will reference this MSA, will establish the applicable service plan, service period, and pricing for the Hosted Services being ordered, and must be signed by both parties to be effective. Additional details regarding the scope of services, such as the particular Hosted Services components or volumes to be provided by SDVI, may be specified in the Order or, if applicable, may be selected by Customer using processes outlined in the Order or made available by SDVI for that purpose. Any SDVI Service Description & Pricing Plan or similar SDVI document referenced in an Order will be considered part of that Order, and will be interpreted as updating the attached Exhibit A (to the extent of any conflicts) for purposes of that Order.

1.2. Provision of Service. SDVI will operate and provide the Hosted Services, and hereby authorizes Customer to access and use the Hosted Services for its internal media supply-chain management purposes, during the applicable service period and in accordance with and subject to the terms of this MSA and the applicable Order(s).

1.3. Ancillary Materials. To the extent, if any, that SDVI delivers any APIs, SDKs, or other documentation or software to Customer in connection with the Hosted Services (collectively, "**Ancillary Materials**"), SDVI authorizes Customer to use the same solely in connection with Customer's authorized use of the Hosted Services during the applicable service period, subject to the terms and conditions of this Agreement.

1.4. Maintenance and Changes. SDVI regularly updates the Hosted Services (for example, to enhance security or usability and/or to add or update features and functionality). Customer will have access to new features and improvements in the Hosted Services as SDVI makes such features and improvements generally available to its customer base.

1.5. Authorized Users. Employees, consultants, service providers, and other personnel authorized by Customer ("**Authorized Users**") may exercise the rights granted to Customer hereunder on Customer's behalf; provided, however, that Customer will ensure that all Authorized Users comply with the applicable terms and conditions of this Agreement, and Customer will be responsible for the Authorized Users' acts or omissions in relation to the Hosted Services or the Ancillary Materials as if they were Customer's own acts or omissions.

1.6. Affiliate Ordering. SDVI and Customer agree that SDVI and any of Customer's affiliates (meaning companies that directly or indirectly control, are controlled by, or are under common control with Customer) may, upon mutual agreement with SDVI from time to time, execute one or more Orders in accordance with the provisions of this MSA. In that event: (a) the affiliate executing the Order shall, for purposes of that Order, be considered the "Customer" as that term is used in this MSA, and (b) such Order, and this MSA and its exhibits insofar as they relate to such Order, shall be deemed to be a two-party agreement between SDVI and the affiliate.

1.7. Ownership; Feedback. Customer acknowledges that SDVI and its licensors retain sole and exclusive ownership of the Hosted Services, Ancillary Materials, and all intellectual property rights therein. The services under this Agreement shall not include any custom development work for Customer. If Customer provides SDVI with any suggestions, enhancement requests, recommendations, or other feedback regarding the Hosted Services, Ancillary Materials, or other SDVI products, services, or technologies (collectively, "**Feedback**"), Customer agrees that SDVI will be free to use such Feedback without limitation in order to develop and/or improve its products, services, and technologies, without compensation or other obligations to Customer, unless expressly agreed to the contrary by SDVI and Customer in writing.

2. RELATED RESOURCES

2.1. Customer Responsibility. Except as otherwise stated in the Order, Customer is responsible for procuring and maintaining all computer hardware and software, internet connectivity, and other resources necessary for it and its Authorized Users to connect to and make use of the Hosted Services. Without limiting the foregoing, Customer acknowledges that the Hosted Services are designed to interface or interoperate with various media-processing, quality-control, security, or other applications and services that are provided by third parties ("**Third-Party Application Services**") and/or certain applications or services furnished by Customer, and unless otherwise stated in the Order, Customer is responsible for obtaining (at its own expense) all licenses and other permissions necessary for its use of the same.

2.2. Third-Party Application Services. With respect to Third-Party Application Services, Customer agrees that:

- a.** the Hosted Services include mechanisms for provisioning, managing, or using Third-Party Application Services (from within or through the Hosted Services), but the Third-Party Application Services themselves are not part of the Hosted Services;

b. the selection of Third-Party Application Services that may be provisioned, managed, or used through the Hosted Services may change from time to time based on availability to SDVI;

c. to the extent, if any, that SDVI procures licenses for or otherwise provisions any Third-Party Application Services for Customer's use in connection with the Hosted Services, Customer's rights with respect to the Third-Party Application Services (i) are limited to the same extent, and are subject to the same restrictions and conditions, as Customer's rights with respect to the Hosted Services as set forth in this Agreement, and (ii) are further subject to any additional terms and conditions of which SDVI or the third-party service provider advises Customer in connection with its selection or use of such Third-Party Application Services; and

d. the third-party service providers retain sole and exclusive ownership of their Third-Party Application Services and all intellectual property rights therein.

3. OTHER TERMS OF USE

3.1. Customer Account and Compliance. Customer is responsible for (i) maintaining the confidentiality of any user IDs and passwords associated with Customer's Hosted Services account, (ii) all activities that occur with respect to Customer's account or using any such IDs and passwords, and (iii) its and its Authorized Users' compliance with this Agreement, SDVI's relevant end-user documentation, and all applicable laws, regulations, and rights of third parties.

3.2. Prohibited Activities. Customer and its Authorized Users will use the Hosted Services and any Ancillary Materials solely for the purposes authorized in, and consistent with the purposes of, this Agreement. Without limiting the foregoing, Customer will not do, attempt to do, nor permit any Authorized User or other person to do, any of the following:

a. access or use the Hosted Service via any interface other than the interface(s) furnished or specified by SDVI;

b. access or use the Hosted Service for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the Hosted Services, or to develop any similar or competing solution, or for any other benchmarking or competitive purposes;

c. tamper with, breach, or attempt to circumvent the security or authentication measures of the Hosted Services or of SDVI's other customer accounts;

d. lease, distribute, sublicense, sell or otherwise commercially exploit the Hosted Services or the Ancillary Materials, use the Hosted Services or the Ancillary Materials for timesharing or service bureau purposes or otherwise for the benefit of a third party, provided that the foregoing will not prohibit Customer's use of the Hosted Services in connection with broader media services that it provides to third parties;

e. reverse engineer, decompile, disassemble, or seek to obtain the source code of the Hosted Services or the Ancillary Materials, or modify or create a derivative work of the Hosted Services or the Ancillary Materials;

f. remove or obscure any product identification, proprietary, copyright or other notices contained in the Hosted Services or the Ancillary Materials;

g. use the Hosted Services to process, store, or distribute any infringing, obscene, threatening or otherwise unlawful material or content; or

h. upload or otherwise introduce to the Hosted Services or SDVI's systems any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

3.3. Hazardous Use. Customer acknowledges that the Hosted Services are not designed, intended or authorized for use in hazardous circumstances or for uses requiring fail-safe performance or where failure could lead to personal injury or property or environmental damage. Customer will not use the Hosted Services for any such purposes or under such circumstances.

4. CONTENT AND DATA

4.1. Rights to Customer Content. As between Customer and SDVI, Customer will retain all right, title and interest in and to all content and data first uploaded or provided by Customer or its Authorized Users for processing via the Hosted Services ("**Customer Content**"). Customer hereby grants SDVI a non-exclusive, limited license to access and process Customer Content during the term of this Agreement as reasonably necessary for, and for the sole purpose of, providing the Hosted Services for Customer and performing SDVI's other duties and exercising and enforcing its other rights as set forth in this Agreement. Customer will determine which Customer Content will be processed as part of the Hosted Services. SDVI will not reproduce, distribute, disclose, modify, or otherwise process any Customer Content except as set forth in this Agreement or otherwise expressly authorized by Customer.

4.2. Responsibility for Customer Content. Customer is solely responsible for the Customer Content (including its accuracy, quality, suitability, integrity, and legality), and for Customer's and any Authorized Users' use of the Hosted Services to process, manage, store, retrieve and/or distribute Customer Content. Customer must ensure that it has all the necessary rights in Customer Content to permit the activities provided for under this Agreement.

4.3. Usage Data. Customer acknowledges that SDVI may gather usage and/or activity data from or regarding Customer's use of the Hosted Services and Third-Party Application Services ("**Usage Data**"). Customer hereby authorizes SDVI to: (a) use Usage Data to provide and support the Hosted Services for Customer, (b) use Usage Data to calculate and bill the fees payable under this Agreement and disclose Usage Data to Third-Party Application Services providers to the extent reasonably required to facilitate their provision of or billing for their Third-Party Application Services used by Customer or its Authorized Users, (c) use aggregated and de-identified Usage Data, in a manner that does not refer to or identify Customer or any Authorized User, to provide, support, improve, upgrade, or enhance the Hosted Services and SDVI's products and services generally, and (d) subject to the opt-out described in the following sentence, use and disclose aggregated and de-identified Usage Data, in a manner that does not refer to or identify Customer or any Authorized User, to allow SDVI's customers and service providers to understand overall usage of the Hosted Services and for other purposes in SDVI's discretion. Customer may, by written notice to SDVI, opt out of the disclosure by SDVI of Usage Data as described in the



preceding clause (d); provided, however, that if Customer opts out, Customer will not receive any anonymous or aggregated analytics derived from SDVI's other customers' usage of the Hosted Services.

4.4. Privacy. The Hosted Services will not collect or store personally identifiable information, other than Customer-supplied information necessary for identification or authentication of Authorized Users, or as needed to communicate with Customer regarding the Hosted Services. Customer acknowledges that the privacy policy posted or referenced in the Hosted Services will apply to such personally identifiable information, and SDVI may require Authorized Users to acknowledge their acceptance of such privacy policy and/or SDVI's Usage Data collection practices in order to access or use the Hosted Services under Customer's account.

5. TERM AND TERMINATION

5.1. Agreement Term. This Agreement commences as of the Effective Date and will continue thereafter until terminated as permitted herein.

5.2. Order Term. Each Order will be effective for the service period specified therein, as such service period may be extended, renewed, or terminated in accordance with this Agreement and/or the applicable Order.

5.3. Order Renewal. Unless otherwise stated therein, each Order will automatically renew at the end of the initial service period specified therein, for successive renewal periods of twelve (12) months each, unless and until either party notifies the other of non-renewal at least sixty (60) days in advance, in which case the Order will expire at the end of the then-current service period or renewal thereof.

5.4. Termination. Either party may terminate this Agreement, or any affected Order(s), for a material breach by the other party that remains uncured more than thirty (30) days after receiving written notice of the breach. In addition, either party may terminate this Agreement by written notice to the other party if no Order is in effect as of the termination date specified in such notice. Customer's access to (and SDVI's obligation to provide) the Hosted Services under any Order will automatically terminate upon any expiration or termination of such Order or this Agreement.

5.5. Survival. The following provisions will survive expiration or termination of this Agreement: Sections 1.7, 2.2, 4, 5.5, 6 (in relation to any accrued but unpaid fees), 7, 9, 10, 11, 12 (to the extent set forth therein), and 14.

6. FEES AND PAYMENT

6.1. Fees. Customer shall pay to SDVI the corresponding fees set forth in the Order. All fees are expressed in U.S. dollars.

6.2. Renewal Fees. For each service period renewal under a given Order, Customer will pay for the Hosted Services consistent with the rates specified in the Order or, if applicable, such other rates as SDVI may establish by written notice to Customer prior to the renewal of the service period, provided Customer is given at least thirty (30) days thereafter to elect non-renewal if a price increase proposed by SDVI is not acceptable to Customer.

6.3. Invoices; Payment. Fees will be invoiced and paid, in U.S. dollars, on a monthly basis or (if different) in accordance with the payment schedule specified in the Order. Unless otherwise specified in the Order, each invoice is due and payable thirty (30) days following the invoice date.

6.4. Interest; Taxes. Overdue payments will accrue interest at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law. The fees specified in the Order or otherwise stated under this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, value-added taxes) (collectively, “**Taxes**”). Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than SDVI’s U.S. federal and state income taxes. Such Taxes will be itemized in the applicable invoice.

7. CONFIDENTIALITY

7.1. Definition. “**Confidential Information**” means (subject to the exclusions below) any non-public information relating to or disclosed in the course of Customer’s use of the Hosted Services, or otherwise relating to or disclosed under this Agreement, that should be reasonably understood to be confidential, whether or not designated as such.

7.2. Obligation. The receiving party will use the same care to protect the other party’s Confidential Information as it uses for its own similar information, but no less than reasonable care, will not disclose Confidential Information to any third party without prior written authorization, and will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights expressly granted under this Agreement. The receiving party will promptly return or destroy (and certify the destruction of) the other party’s Confidential Information upon request by the discloser in connection with expiration or termination of this Agreement.

7.3. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already in possession of the receiving party without confidentiality restrictions at the time of receipt from the other party, as evidenced by written records; or (c) was independently developed by the receiving party without violation of this Section 7. If a receiving party is required to disclose Confidential Information by law, the receiving party will promptly notify the disclosing party and reasonably cooperate with its efforts to limit or protect the required disclosure, but will otherwise not be in violation of this Section 7 on account of making the required disclosure.

8. SUPPORT, SERVICE LEVELS, AND SECURITY

SDVI’s commitments and Customer’s remedies with respect to technical support, availability, performance, and security for the Hosted Services are set forth in the SDVI Support & Service Level Agreement attached to this MSA as Exhibit B (the “**Support & Service Level Agreement**”). The remedies expressly provided in the Support & Service Level Agreement, together with Customer’s termination rights under Section 5.4, are Customer’s sole and exclusive remedies and SDVI’s entire obligations with respect to any service-level violations or any other performance or availability issues with respect to the Hosted Services.

9. WARRANTIES; DISCLAIMER

9.1. Mutual Warranties. Each party represents and warrants to the other that: (a) the warranting party's execution and performance of this Agreement do not and will not conflict with or result in a breach or violation of any organizational instrument of the warranty party or any other agreement to which it is a party or to which it is bound; and (b) the warranting party is and will remain in compliance with all laws and regulations applicable to its business or its activities under this Agreement, including but not limited to those pertaining to the privacy and protection of individuals and the security of their personal information.

9.2. Additional SDVI Warranties. SDVI further represents and warrants that: (a) it will provide the Hosted Services in a professional manner and in material compliance with SDVI's applicable published product documentation and applicable industry standards; and (b) SDVI uses reasonable measures to prevent the Hosted Services from containing, and to its knowledge the Hosted Services do not contain, any computer code intended to disrupt, damage or interfere with Customer's use of its data, programs, systems, or equipment. Customer's sole and exclusive remedies for any breach of clause (a) of the preceding sentence will be the remedies expressly set forth in the Support & Service Level Agreement and (if the breach is not timely cured) termination of this Agreement or the affected Order(s) as permitted in Section 5.4.

9.3. Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 9, AND WITHOUT LIMITING ANY REMEDIES TO WHICH CUSTOMER MAY BE ENTITLED UNDER THE SUPPORT & SERVICE LEVEL AGREEMENT, THE HOSTED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SDVI DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. INDEMNIFICATION

10.1. Indemnification by SDVI. SDVI will indemnify, defend and hold harmless Customer against any damages awarded by a court in connection with claims, demands, suits or proceedings made or brought by a third party ("**Claims**") against Customer to the extent based upon an allegation that the Hosted Services, as furnished by SDVI hereunder and used by Customer within the scope of this Agreement, infringe any copyright or any U.S. patent or trademark rights of any third party. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SDVI WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE HOSTED SERVICES. SDVI shall have no liability under this Section 10.1 to the extent that any Claims are based on (a) any combination of the Hosted Services with any other products, services, methods, content or elements, where the infringement would not have arisen but for such combination, or (b) any use of the Hosted Services in a manner or for a purpose that violates this Agreement or the instructions given to Customer by SDVI.

10.2. Mitigation Measures. In the event of any Claim or potential Claim covered by Section 10.1, SDVI may, in its discretion, seek to mitigate the impact of such Claim by modifying the Hosted Services to make them non-infringing, and/or by suspending or terminating Customer's use of the Hosted Services upon reasonable notice to Customer (provided, in the case of such suspension or termination, that SDVI



will refund to Customer a portion of fees prepaid by Customer for the then-current service term, prorated to the portion of that service term that is affected by the suspension or termination).

10.3. Indemnification by Customer. Customer will indemnify, defend and hold harmless SDVI against any Claims arising from or related to the Customer Content or Customer's use of the Hosted Services in violation of this Agreement or any applicable SDVI end-user documentation.

10.4. Procedures. Each party's indemnity obligations are subject to the following: (a) the aggrieved party will promptly notify the indemnifier in writing of the applicable Claim; (b) the indemnifier will have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle any Claim in a manner that would impair any of the aggrieved party's rights or interests without prior written consent, which will not be unreasonably withheld); and (c) the aggrieved party will, at the indemnifier's expense, provide all cooperation, information and assistance reasonably requested by the indemnifier for the defense of such Claim.

11. LIMITATION OF LIABILITY

11.1. Waiver of Certain Damages. SUBJECT TO SECTION 11.3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO ONE ANOTHER (NOR SHALL SDVI'S PROVIDERS OF THIRD-PARTY APPLICATION SERVICES BE LIABLE TO CUSTOMER) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR INFORMATION, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES TO BE PROVIDED HEREUNDER, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY.

11.2. Liability Cap. SUBJECT TO SECTION 11.3, THE TOTAL LIABILITY OF SDVI FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO SDVI UNDER THIS AGREEMENT FOR THE SERVICE PERIOD(S) TO WHICH SUCH DAMAGES PERTAIN. FURTHERMORE, TO THE EXTENT, IF ANY, THAT ANY PROVIDER OF THIRD-PARTY APPLICATION SERVICES IS FOUND TO BE LIABLE TO CUSTOMER BY VIRTUE OF THIS AGREEMENT OR IN RELATION TO SUCH THIRD-PARTY APPLICATION SERVICES, SUCH LIABILITY WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO SUCH PROVIDER FOR CUSTOMER'S USE OF SUCH THIRD-PARTY APPLICATION SERVICES.

11.3. Exceptions. Nothing in this Section 11 shall limit or waive a party's: (a) liability for any breach of its confidentiality obligations under this Agreement; (b) liability for its infringement or misappropriation of any proprietary rights of the other party; or (c) indemnification obligations under Section 10.

12. INSURANCE

During the term of this Agreement (and thereafter as required below), SDVI will maintain: (a) commercial general liability insurance with minimum limits of \$2,000,000; (b) workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of \$1,000,000; and (c) network, data security and privacy insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. If such insurance is maintained on an occurrence basis, SDVI shall maintain such insurance for an additional period of one year following termination of this Agreement. If such insurance



is maintained on a claims-made basis, SDVI shall maintain such insurance for an additional period of three years following termination of this Agreement.

13. PUBLICITY

Neither party will issue any press release or similar publicity regarding the parties' relationship under this Agreement without the other's written approval. SDVI may identify Customer, by name and (upon Customer's approval) by logo, as a customer of the Hosted Services on SDVI's website and other marketing materials.

14. MISCELLANEOUS

14.1. Assignment. Neither party may assign or delegate this Agreement, in whole or in part, to any third party without the other party's prior written consent, other than in connection with a merger, acquisition, reorganization, or sale of all or substantially all of the assigning party's business or assets to which this Agreement relates. Any attempted assignment in violation of the foregoing will be void.

14.2. Renegotiation. In the event of any acquisition or merger of Customer, or Customer's assignment or delegation of this Agreement to any third party, SDVI reserves the right to renegotiate any applicable Order based upon any resulting changes or anticipated changes to the usage of Hosted Services.

14.3. Notices. All notices permitted or required under this Agreement shall be in writing, will reference this Agreement, and shall be delivered in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to the address of the party specified above or on the applicable Order, or to such other address as the recipient may have specified in writing (by notice given in accordance with this clause). Notices shall be deemed to have been given upon receipt.

14.4. Force Majeure. Neither party shall be liable for any delay or failure in performance (other than non-payment of amounts owing) due to causes beyond its reasonable control.

14.5. U.S.-Based Service. The Hosted Services are intended to be used primarily in the United States, and unless otherwise agreed in the applicable Order, SDVI will operate and control the Hosted Services from facilities located in the United States. The Hosted Services may not be appropriate or available for use in or from other locations. If Customer accesses or uses the Hosted Services in or from other jurisdictions, it will be entirely responsible for compliance with all applicable United States and foreign laws and regulations, including but not limited to export and import regulations. Customer represents that neither it nor any of its Authorized Users is prohibited or restricted from using the Hosted Service by any United States embargo, denied-persons list, or other governmental restriction. By accessing and using the Hosted Services, Customer and each of its Authorized Users consents to the storage and processing of Customer Content in the United States.

14.6. Governing Law. This Agreement will be governed by both the substantive and procedural laws of California, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought



exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

14.7. No Agency. The parties acknowledge and agree that each party, and its employees, agents, and contractors, is an independent contractor and nothing herein will be deemed to create an employment, joint venture, agency, or partnership relationship between the parties.

14.8. Severability. If any part of this Agreement is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

14.9. Waiver. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

14.10. Entire Agreement. Any amendment or modification to this Agreement must be in writing signed by both parties to be effective. This Agreement, including the applicable Order(s) and Support & Service Level Agreement as referenced herein, constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements between the parties regarding the subject matter hereof. In the event of any conflict between the terms of this MSA and any Orders or exhibits, the terms of this MSA shall take precedence.

14.11. Counterparts. The Order and/or this MSA (as applicable) may be executed in counterparts, including by electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this MSA to be executed by their respective duly authorized representatives as of the Effective Date.

By: _____
Name: _____
Title: _____
Date: _____

SDVI CORPORATION
By: _____
Name: _____
Title: _____
Date: _____



Exhibit A

Hosted Services Description

Description of Applications

The SDVI Rally® Media Supply Chain Management Platform consist primarily of the SDVI Rally Management Service and SDVI Application Service, each as described below. The services may also include, depending on the Order, additional Rally Instances and/or certain additional functionality or options as described below (Rally Gateway, Rally Access, and/or Multi-AZ).

A. SDVI Rally Management Service

SDVI Rally Management Service (or SDVI Rally) is a cloud-based service enabling customers to manage the applications and resources that comprise the technical and operational media supply chain. SDVI Rally dynamically assigns the appropriate resource to an application, based upon technical requirements, availability, budget, and commercial priority. The applications and resources managed by SDVI Rally are deployed on-demand, and can be located on cloud platforms or on premise, depending on the particular application or resource (though the SDVI Rally service itself will be provided under this Agreement solely as a cloud-based platform).

SDVI Rally has been designed to provide a consumption-based service based upon the number of media assets processed.

Rally Instance (Silo)

A Rally Instance is defined as a collection of infrastructure and core services required to run the SDVI Rally management service. The standard customer configuration includes one Instance for staging and one for production. Additional non-production Instances such as Dev or QA can also be added at an additional charge.

B. SDVI Application Service

The SDVI Application Service is an on-demand sourcing service enabling customers the ability to purchase Rally-managed, third party content-processing applications and services (that is, Third-Party Application Services) from SDVI. SDVI Application Services can also manage customer-provisioned Third-Party Application Service licenses. In both cases (which are outlined in more detail below): (i) the associated compute and storage resources required by the Third-Party Application Service are managed by Rally and sourced from SDVI; and (ii) the SDVI Application Service is sold based upon content minutes, and includes support per the attached SDVI Support & Service Level Agreement (i.e., SDVI Support).

SDVI-Provisioned & Rally Managed Third-Party Application License

This SDVI Application Service provides Rally-managed Third-Party Application Services on-demand, sourced through SDVI, based upon the real time length of the content being processed. The price per output minute of each application sourced from SDVI varies by application provider, and includes a pass-



through license, upgrades, SDVI Support, and the appropriate processing resource to support the application.

Customer-Provisioned & Rally-Managed Third-party Application License

This SDVI Application Service provides Rally management of eligible customer-provisioned Third-Party Application Services (for which the customer has obtained its license separately from the relevant licensor), based upon the real time length of the content being processed. The price per output minute of each application managed by Rally varies by application provider, and includes SDVI Support, and the appropriate processing resource to support the application (but does not include third-party license or service fees; customer is responsible for paying those fees separately to the third-party licensor).

C. SDVI Additional Functionality

Rally Gateway

Rally Gateway is a supply chain portal manager providing a user-customizable, widget based set of web portals, designed for operations such as content and metadata contribution, preview, review and approval, QC review, logging, search, and work order review. The Gateway widgets will also be provided as an SDK for simple embedding of Rally functionality in other applications.

Rally Access

Rally Access provides metadata-driven content verification in Adobe Premiere, leveraging time-based metadata from automated QC tools and AI services. Rally Access optimizes content QC and compliance processing for content in a Rally-managed supply chain.

Multi-AZ (Availability Zone)

Multi-AZ deployments provide an additional level of resilience by deploying Rally services across additional availability zones (AZ). With Multi-AZ deployments, the media supply chain is resilient to the failure of an entire AWS AZ.



Exhibit B

SDVI Support & Service Level Agreement

This Support & Service Level Agreement (“**SSLA**”) specifies levels of support, availability, security and disaster recovery to be provided by SDVI Corporation (“**SDVI**”) for its hosted media supply chain management platform known as SDVI Rally (the “**Rally Service**”), as made available to SDVI’s customer (“**Customer**”) under the agreement to which this SSLA is attached (the “**Agreement**”). This SSLA applies only during the parties’ agreed-upon service period (including any extensions or renewals) as specified in the Agreement. Except as otherwise expressly provided in the Agreement, the remedies set forth herein are Customer’s sole and exclusive remedies with respect to SDVI’s failure to meet the service levels or other commitments specified herein.

Definitions

Incident: An interruption to, or degradation of, service to one or more users of the Rally Service, or to normal operation of the Rally Service.

Problem: The underlying cause of one or more Incidents. A Problem can also be raised proactively where an Incident is predicted to potentially occur.

Response Time: The elapsed time from the time SDVI’s help desk receives notification of an Incident, either from monitoring alerts or from an open support case, until SDVI’s technical support personnel inform Customer that SDVI has begun to provide assistance.

Target Resolution: The targeted time period, measured from the time SDVI’s help desk receives notification from Customer of an Incident, for SDVI to provide a fix or a workaround.

Status Updates: Communication of the current status of an Incident or Problem (or the requested or proposed resolution of the same) via any of the available channels including SDVI’s customer support portal, email, Slack, or live video or telephonic conferencing as deemed appropriate by SDVI based on the severity of the case.

1. Maintenance and Support Services

a. Customer Portal / Phone Support

SDVI personnel will be available to answer questions and otherwise assist in troubleshooting Incidents which may occur in the day-to-day running of the Rally Service. Support ticket creation will be available on a twenty-four (24) hour basis via the SDVI customer support portal, located at <https://sdvi.my.site.com/support/>, with phone support available during SDVI business hours by contacting SDVI’s help desk. In addition, for Incidents classified as Critical (as outlined below), SDVI will provide Customer with access to technical support personnel on a twenty-four (24) hour basis.

b. Incident Notification and Emergency Outages



SDVI will notify Customer personnel upon discovery of any Incident classified as Critical or High severity or any unplanned maintenance procedures. Customer will provide a contact list of key personnel for this notification.

c. Maintenance and Support

SDVI will use commercially reasonable efforts to maintain and monitor the health of all the necessary hardware, software, bandwidth and other facilities and equipment necessary to provide Customer with access to the Rally Service in accordance with the terms of the Agreement.

d. Incident Classifications and Definitions

Incident severity will be determined by Customer and SDVI using the following as a guideline:

Priority Level	Incident Severity	Description
1	Critical	Rally Service is down (i.e., generally inaccessible to authorized users) or performance is so poor as to render the service unusable, causing or threatening a significant negative impact on a critical business activity of Customer.
2	High	A major Rally Service function/product is unusable, seriously affecting the service's overall functionality.
3	Medium	There is a loss of a function or resource that does not seriously affect the Rally Service's functionality.
4	Low	All other Incidents with the Rally Service other than those falling within the categories above.

e. Incident Response and Resolution Times

SDVI will respond to Incidents in accordance with the following criteria:

Incident Severity	Response Time	Target Resolution	Status Updates
Critical	1 hour	4 hours	Every 1 hour
High	4 hours	Hotfix release within 3 days	Daily
Medium	1 business day	Next scheduled release	Weekly
Low	2 business days	Scheduled in future release	As required

f. Application Services Support Escalation

SDVI will provide first level support for third-party application services software selected by Customer and hosted by SDVI in the Rally Service. After initial triage it may become necessary to facilitate escalation to the software vendor to achieve a resolution. When the incident is with the third-party application services software vendor the case priority



may be lowered according to the capabilities of the vendor. While SDVI will seek prompt support from the vendor, Customer acknowledges that third-party application services are not considered part of the Rally Service, and SDVI will not be responsible for issues in or caused by such third-party application services.

2. Service Availability

a. Scheduled Maintenance

Customer and SDVI will establish a mutually agreeable time for scheduled maintenance (“**Scheduled Maintenance**”). If the Scheduled Maintenance event has the capacity to take the Rally Service 100% down, SDVI will notify Customer in writing at least forty-eight (48) hours in advance of occurrence of Scheduled Maintenance.

b. Availability

SDVI will use commercially reasonable efforts to make the Rally Service available 99.9% of the time as measured on a monthly basis, excluding downtime for Scheduled Maintenance.

c. Service Credits

For any month in which Rally Service availability (calculated as described above) falls below the commitment of 99.9%, SDVI will owe Customer an availability credit in accordance with the schedule below:

System Availability	% Monthly Fee to be Credited Against Next Monthly Fee*
99.9% or greater	0%
99.5% up to 99.9%	5%
99.0% up to 99.5%	10%
98.0% up to 99.0%	20%
97.0% up to 98.0%	30%
95.0% up to 97.0%	40%
Less than 95.0%	50%

* Credit will be calculated by Multiplying the dollar value of the Rally activity in the month to which the credit relates by the % Monthly Fee to be Credited and reducing the following months invoice by such amount.

3. Data Security

a. Generally

SDVI shall use commercially reasonable efforts to prevent the unauthorized access, use or disclosure of any Customer data known to be sensitive (“**Customer Data**”) that is located on SDVI’s servers, including through the implementation of industry-standard measures designed to maintain the security of such data.

b. Segregation of Data

SDVI shall implement and maintain commercially reasonable procedures to segregate Customer Data from data belonging to SDVI's other customers.

c. Other Procedures and Safeguards

SDVI shall establish and maintain commercially reasonable environmental, safety and facility procedures, physical and electronic access controls, and other data security procedures and safeguards against the unauthorized access, destruction, corruption, loss or alteration of the Rally Service and any Customer Data.

d. Notice of Breach

SDVI shall use commercially reasonable efforts to promptly notify Customer of any material breach of security with respect to any Customer Data.

4. Continuity and Disaster Recovery

SDVI will implement and maintain commercially reasonable procedures designed to promote the continuity of Rally Service operations and to facilitate the prompt recovery of the Rally Service in the event of a disaster or other failure, including an appropriate disaster recovery plan, emergency mode operation plan, and regular system and data backups.

5. Exclusions

SDVI will have no obligation under this SSLA to respond to, resolve, or provide remedies for any errors in or unavailability caused by the systems, software, or other resources of Customer or that Customer obtains from third parties. Without limiting its other rights and remedies, SDVI may suspend its activities under Section 1 of this SSLA during any period in which Customer is in material breach of its payment or other obligations under the Agreement.



Addendum 1 to SSLA

Data Protection Addendum

1. Generally

SDVI shall use commercially reasonable efforts to prevent the unauthorized access, use or disclosure of any Customer data or content that SDVI knows or reasonably should understand to be sensitive or protected by applicable privacy or data-security laws ("**Customer Data**") while in SDVI's custody or control, including through the implementation of industry-standard measures designed to maintain the security of such data.

2. Legal Compliance

SDVI will maintain appropriate procedures to ensure compliance with legislative, regulatory and contractual data-protection requirements, including privacy requirements where applicable, including reviewing compliance with these procedures using a risk-based approach. The foregoing will not be construed as diminishing Customer's responsibility for obtaining or providing any consents, approvals, notices, or disclosures from or to third parties (such as data subject or third-party data providers) as may be necessary for SDVI to process Customer Content in accordance with the Agreement.

3. Segregation and Retention of Data

SDVI shall implement and maintain commercially reasonable procedures to segregate Customer Data from data belonging to SDVI's other clients. SDVI will not retain Customer Data longer than reasonably necessary to fulfill its obligations under the Agreement or to otherwise comply with Customer's instructions or applicable law. The foregoing will not, however, require SDVI to delete backup or archival files that are not readily accessible to its personnel.

4. Other Procedures and Safeguards

SDVI has and will maintain throughout the term of this Agreement a comprehensive written information-security program available at <https://bit.ly/3C1DkFx>. SDVI will maintain commercially reasonable environmental, safety and facility procedures, physical and electronic access controls, and other data-security procedures and safeguards against the unauthorized access, destruction, corruption, loss or alteration of Customer Data. SDVI will use commercially reasonable efforts to require its third-party hosting provider to maintain and comply with programs, procedures, and safeguards consistent with the foregoing requirements.

5. Breach Notice and Remediation

SDVI shall use commercially reasonable efforts to promptly notify Customer of any material breach of security with respect to any Customer Data. SDVI will reasonably cooperate with Customer regarding communications to affected individuals, and will promptly investigate and diligently pursue remediation of any such breach.

6. Continuity and Disaster Recovery

SDVI has and will maintain throughout the term of this Agreement commercially reasonable procedures designed to promote the continuity of Hosted Services operations and to facilitate the prompt recovery of the Hosted Services in the event of a disaster or other failure, including an



appropriate disaster recovery plan, emergency mode operation plan, and regular system and data backups. SDVI will use commercially reasonable efforts to require its third-party hosting provider to maintain appropriate continuity and disaster recovery measures.

7. Verification of Controls

SDVI has obtained a SOC 2 Type II report in relation to the systems and controls it uses in connection with the Hosted Services and Customer Data, and will provide such report, and annual updates thereto, to Customer in confidence at Customer's written request and expense. SDVI will diligently pursue remediation of any security deficiencies identified in any such report or update.