



SOFTWARE LICENCE AND SERVICES AGREEMENT

Company: VSN Video Stream Networks, S.L.

Tax ID: ESB62551205

Address: Av. de la Vía Augusta, 71, 73, 08174 Sant Cugat del Vallès, Barcelona, Spain

Email: invoicing@vsn.es

Client

Company:

Tax ID:

Address:

Email:

Date: _____

1. DEFINITIONS

1.1 "VSN" means VSN Video Stream Networks, S.L., a Spanish limited liability company.

1.2 "Client" means the entity entering into this Agreement with VSN.

1.3 "Software" means any and all VSN software solutions including but not limited to:

- VSNExplorer (Media Asset Management)
- VSNCrea (Traffic & Scheduling System)
- VSNArena (Digital Asset Management)
- VSNOne TV (Channel in a Box)
- Wedit (Web-based Editor)
- VSN NewsConnect (Newsroom Plugin)
- Any additional modules, updates, or future releases

1.4 "SaaS Services" means Software as a Service delivery model where Software is accessed via cloud infrastructure.

1.5 "Perpetual Licence" means a permanent right to use the specified version of the Software.

1.6 "Documentation" means user manuals, technical documentation, and specifications provided by VSN.

2. LICENCE GRANT

2.1 SaaS Services Model

Where Services are provided on a SaaS basis:

- VSN grants Client a non-exclusive, non-transferable right to access and use the Software via VSN's cloud infrastructure
- Access is limited to the number of users and capacity specified in the Order Form
- Services include automatic updates, maintenance, and technical support during the subscription term

2.2 Perpetual Licence Model

Where Software is provided under perpetual licence:

- VSN grants Client a perpetual, non-exclusive, non-transferable licence to use the specified version of the Software
- Licence includes installation on Client's infrastructure up to the agreed number of instances
- Initial support period of twelve (12) months included, renewable annually
- Updates and new versions require separate licensing or support agreement

2.3 General Licence Restrictions

Client shall not:



- Reverse engineer, decompile, or disassemble the Software
- Create derivative works based on the Software
- Remove or alter any proprietary notices
- Use the Software beyond the scope defined in the Order Form
- Sublicense, rent, lease, or distribute the Software to third parties

3. SUPPORT AND MAINTENANCE

The specific services shall be those detailed in the Support Plan acquired, which forms an integral part of this agreement. The client may choose among the following support plans. Full details of each plan are attached to this contract.

3.1 Starter Support

Included as entry-level support:

- Email ticketing support
- Limited to 25 tickets per year
- Additional support available at standard hourly rates

3.2 Basic Support

Optional upgrade:

- Same as Starter with increased ticket limit (50/year)
- Lower hourly rate for additional tickets
- Priority response level increased

3.3 Standard Support

Optional upgrade:

- 80 tickets per year
- 24/7 support for critical issues
- Response time improved
- Access to periodic critical issue management

3.4 Business Support

Optional upgrade:

- 160 tickets per year
- Response within 5 hours
- Monthly uptime SLA with service credits
- Periodic support performance reviews

3.5 Enterprise Support (24x7)

Available as premium optional service:

- Round-the-clock technical support 365 days per year
- Fastest response times: Critical issues within 1 hour
- Unlimited support tickets
- Priority access to VSN technical specialists
- Remote system monitoring and proactive issue resolution
- Full SLA coverage and quarterly performance reviews

Note: The annual support fee is calculated as a percentage of the total contract value, depending on the chosen plan.

3.3 Exclusion of Liability for Third-Party Modifications

VSN shall not be liable for any issues, failures, or incidents arising from changes, configurations, or software modifications made by third parties not authorised by VSN. Such interventions void VSN's support obligations and may incur additional costs if corrective actions by VSN are required.

4. CLIENT OBLIGATIONS

4.1 System Requirements

Client shall ensure adequate hardware, network infrastructure, and operating environment as specified in VSN's technical requirements.



4.2 Data Security and Backup

Client remains responsible for:

- Regular backup of content and configuration data
- Implementation of appropriate security measures
- Compliance with applicable data protection regulations
- User access management and authentication protocols

4.3 Integration and Third-Party Software

Where Software integrates with third-party systems:

- Client responsible for configuration and compatibility of external systems
- VSN provides APIs and documentation but does not warrant third-party software performance
- Additional integration services available at standard consultancy rates

5. INTELLECTUAL PROPERTY

5.1 VSN Rights

VSN retains all intellectual property rights in the Software, Documentation, and any improvements or modifications thereto.

5.2 Client Content

Client retains ownership of all content, media files, and data processed through the Software. In no circumstances, VSN will own or retain any data from the Client.

5.3 Feedback and Suggestions

Any feedback, suggestions, or improvements provided by Client may be incorporated into future Software versions without obligation or compensation.

6. DATA PROTECTION AND PRIVACY

6.1 GDPR Compliance

Both parties shall comply with the General Data Protection Regulation (EU) 2016/679 and applicable data protection laws.

6.2 Data Processing

Where VSN processes personal data on behalf of Client:

- Processing shall be governed by a separate Data Processing Agreement
- VSN implements appropriate technical and organisational security measures
- Data subjects' rights shall be respected and facilitated

6.3 Data Location

For SaaS Services, data storage location shall be specified in the Order Form, with options for EU-based hosting where required.

7. FEES AND PAYMENT

7.1 SaaS Subscription Fees

- Fees payable monthly, quarterly, bi-annually or annually in advance as specified in Order Form
- Automatic renewal unless terminated with 30 60 days' written notice
- Price increases limited to the greater between the 5% and the US (United States of America) annual Consumer Price Index adjustments with 60 days' notice



7.2 Perpetual Licence Fees

- One-time licence fee payable upon execution
- Annual support fees payable in advance for continued support services
- Additional modules or capacity increases subject to separate pricing

7.3 Payment Terms

- Payment due within 30 days of invoice date
- Late payments subject to interest at 1.5% per month
- Suspension of services for overdue accounts exceeding 30 days. The Client will still be liable of any outstanding debt.

8. WARRANTY AND DISCLAIMERS

8.1 Limited Warranty

VSN warrants that Software will perform substantially in accordance with Documentation for ninety (90) days from delivery or first access.

8.2 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

8.3 Third-Party Components

VSN disclaims all warranties regarding third-party software components integrated with or used by the Software.

9. LIMITATION OF LIABILITY

9.1 Consequential Damages

IN NO EVENT SHALL VSN BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR BUSINESS INTERRUPTION.

9.2 Critical Operations

Client acknowledges that Software is not designed for use in life-critical applications or where failure could result in death, personal injury, or environmental damage.

10. TERM AND TERMINATION

10.1 SaaS Term

SaaS agreements commence on the Effective Date and continue for the initial term specified in the Order Form, automatically renewing for successive periods unless terminated.

10.2 Perpetual Licence Term

Perpetual licences remain in effect indefinitely, subject to compliance with this Agreement. For the avoidance of doubt, VSN shall not be required to upgrade or modify any perpetual licenses previously acquired by the Client, unless an active Annual Support Plan is in place.

10.3 Termination for Cause

Either party may terminate immediately upon material breach that remains uncured after sixty (60) days' written notice.



10.4 Effect of Termination

Upon termination:

- All access rights cease immediately
- Client may retrieve data for ninety (90) days (SaaS only)
- Perpetual licence rights survive termination of support services
- All Payment obligations and outstanding debt with VSN for services rendered remain due

11. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond reasonable control, including but not limited to acts of God, terrorism, pandemic, government actions, or infrastructure failures.

12. CONFIDENTIALITY

12.1 Confidential Information

Each party acknowledges access to confidential information including technical specifications, business strategies, and customer data.

12.2 Obligations

Both parties agree to:

- Maintain confidentiality for five (5) years following disclosure
- Use confidential information solely for Agreement purposes
- Implement reasonable security measures to protect confidential information

13. GENERAL PROVISIONS

13.1 Governing Law

This Agreement shall be governed by Spanish law, with jurisdiction in the courts of Barcelona, Spain.

13.2 Entire Agreement

This Agreement, together with any Order Forms and exhibits, constitutes the entire agreement between the parties.

13.3 Amendments

Modifications must be in writing and signed by authorised representatives of both parties.

13.4 Severability

If any provision is deemed invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

13.5 Assignment

Client may not assign this Agreement without VSN's prior written consent. VSN may assign to affiliates or in connection with a merger or acquisition.

14. SIGNATURES

VSN Video Stream Networks, S.L.

Signature:



Name:

Title:

Date:

Client:

Signature:

Name:

Title:

Date:

*This agreement template is designed to accommodate all VSN software solutions and both SaaS and perpetual licensing models.
Specific terms may be customised based on client requirements and applicable local regulations.*



SCHEDULE A: ORDER FORM

(To be completed for each specific engagement)

- Software Products/Modules: _____
- Licence Type: ☐ SaaS ☐ Perpetual
- Number of Users/Instances: _____
- Contract Term: _____
- Total Contract Value: _____
- Support Level: ☐ Basic ☐ Standard ☐ Business ☐ Enterprise
- Additional Services: _____



Annex – VSN Support Plan Overview (2025)

Details of included services per support tier.

Feature	Starter	Basic	Standard	Business	Enterprise
24/7 Monitoring	✓	✓	✓	✓	✓
Email Ticketing	✓	✓	✓	✓	✓
AI Chatbot / Knowledge Base	✓	✓	✓	✓	✓
Phone / Chat Support	–	–	–	–	✓
Max Tickets per Year	25	50	80	160	Unlimited
Additional Tickets	Charged	Charged	Charged	Charged	Included
Priority Level	Low	Moderate	Standard	High	Highest
First Response Time	Best Effort	Best Effort	Best Effort	Within 5 hours	Within 1 hour
Support Hours	Business hours	Business hours	Business hours	Business hours	24/7
Critical Ticket Handling	Business hours	Business hours	24/7 (critical only)	24/7 (critical only)	24/7
Support Performance Review	–	–	–	Every 6 months	Quarterly
Proactive System Monitoring	–	–	–	–	✓
Service Credits (SLA)	–	–	–	Included	Included

Note: Support plans can be upgraded at any time.