

EDESIX MASTER SUBSCRIPTION AGREEMENT (MSA)

INTRODUCTION

Please read this Master Subscription Agreement (“MSA”) carefully before using the Service. Included are sections **A. General Provisions applicable to all of Edesix’s cloud Services and B. Supplementary Provisions for Trials.**

GLOSSARY OF DEFINITIONS

“CUSTOMER”	The Service recipient organisation (Note: also referred to as “you” or “your” within this document).
“CUSTOMER DATA”	Any and all data hosted on the Service created and/or owned by the Customer and its affiliates
“EDESIX”	The Licensor (Note: also referred to as “us”, “our” or “we” within this document), now legally part of Motorola Solutions.
“MSA”	This document, the Master Subscription Agreement. (Note: Also referred to as the “Agreement”).
“ORDER CONTRACT”	An Edesix standard order form containing the products and services to be purchased, with Customer signature.
“SERVICE”	Any cloud hosted products produced, marketed or offered for sale by Edesix.
“SOFTWARE”	Any software products produced, marketed or offered for sale by Edesix.
“TRIAL”	Often, but not necessarily, free of charge use of Edesix cloud hosted products for a limited number of days.
“USER”	An individual user of the Service as a representative or affiliate of the Customer organisation.

A. GENERAL PROVISIONS

THE MASTER SUBSCRIPTION AGREEMENT

This Agreement governs your acquisition and use of our Services. The Customer's use of Edesix's Services is conditioned upon their acceptance of all the terms of this MSA, including the disclaimers and limitations of liability set forth herein. If you register for a free trial of our Services, the applicable provisions of this agreement will also govern that free trial. By accepting this Agreement; by clicking a box indicating your acceptance; by executing an Order Contract that references this Agreement; or by using our Services, you agree to the terms of this Agreement.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind your organisation and its affiliates, in which case the terms "you" or "your" shall refer to said organisation. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this MSA and may not use Edesix's Services.

- BINDING AGREEMENT:** The provisions of this MSA shall govern the relationship between Edesix Ltd, 16 Forth Street, Edinburgh WH1 3LH, UK and any Customer organisations with respect to the use of Edesix's Services. Accordingly, subject to the terms and conditions of this MSA, Edesix may provide the Customer with (i) cloud Service solutions for storing and managing video footage; (ii) included Software for the Service(s) purchased. Each time you use the Service, you accept the terms of this MSA and warrant that you have the capacity and authority to bind your organisation to it, as a Customer of Edesix.
- REVISIONS TO MASTER SUBSCRIPTION AGREEMENT:** Edesix may modify this Agreement at any time and at its sole discretion. If we make changes to this MSA we will endeavor to provide notice of the changes by sending you a notification, and/or by posting the new one on our website. Your use of the Service following any revisions to this MSA will confirm your acceptance of the revised Agreement. If you do not agree to any changes made to this MSA, you may not use the Service. Any such changes will not apply to any dispute between the Customer and Edesix arising prior to the date on which we posted the revised MSA incorporating such changes, or otherwise notified you of such changes.
- FORMATION AND CONTENT OF THE CONTRACT:** A paid contract pursuant to this MSA shall be formed, if (i) the Customer provides a purchase order for the use of Edesix Services as part of a sale or renewal, or if (ii) the Customer and Edesix sign a written contract, for example an Order Contract, or if (iii) the Customer orders by phone and receives an order confirmation by email. Details regarding the contract (e.g. Service term and usage limits), are set forth in the options selected by the Customer and confirmed during the ordering process; copies of which are available.
- ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Customer and Edesix with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, purchase orders and any other communications (whether written or oral) between the Customer and Edesix and is binding upon the parties and their permitted successors and assigns. Any advertising issued by Edesix and any descriptions or illustrations contained within Edesix's website(s) or brochures will not form part of the Contract. The Customer acknowledges that they have not relied on any statement, promise or representation made or given on behalf of Edesix which is not set out in this MSA. Nothing in this condition shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.
- VARIATION:** No other contracts or Service Level Agreements concerning the provision of Edesix's Service and our obligations thereof or of any of the documents referred to in them shall be valid unless signed by both Edesix and the Customer. Future versions of this MSA are binding subject to the conditions outlined in section 2 (Revisions to Master Subscription Agreement).
- TERMINATION:** Edesix shall be entitled to terminate this MSA and suspend or terminate the Service(s) or and the rights afforded to you hereunder effective immediately if the Customer commits a material breach of any of its obligations under this MSA which is not capable of remedy, resolved within 30 days of receipt of written notice, or does not pay their Service fee within 45 days of being invoiced. Upon termination of the Service, the Customer shall cease to have access to it.

SERVICE AND CONTENT CONDITIONS

7. **RESTRICTIONS ON USE:** The Customer shall use the Service strictly in accordance with the terms of this MSA and shall not: a) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software; b) make any modification, adaptation, improvement, enhancement, translation or derivative work of the Software or documentation; c) attempt to bypass circumvent, damage or otherwise interfere with any security or other feature designed to control the manner in which it is used; d) violate any applicable laws, rules or regulations in connection with their use of it; e) remove, alter or obscure any Edesix proprietary notice (including any notice of copyright or trademark); f) use it, or any proprietary information therein, to create a product that is directly or indirectly competitive, or in any way a substitute for products or Software offered by Edesix; g) use any proprietary intellectual property of Edesix in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Software; h) permit any user to lease, loan, or re-licence rights to access; i) breach any applicable local, state, national and foreign laws and regulations in connection with its use, including all applicable import, export and re-export laws and regulations of any country; j) make available any controlled technology directly or indirectly, to, or for the benefit of, any restricted party; k) attempt to circumvent controls on usage limits detailed on the Order Contract and Section 8 (Usage limits).
8. **USAGE LIMITS:** Edesix Services are subject to usage limits, including but not limited to the quantities specified in Order Contracts and Service product specifications. Unless otherwise specified: (a) a User's password must not be shared with any other individual, whether internal or external to the Customer, (b) limits imposed on storage, usually declared as Gigabyte or Terabyte allowances, can be exceeded without the Service immediately terminating but may result in additional fees unless rectified within 14 days, (c) limits will apply as defined by the corresponding product specification, and may vary from time to time with the product specification. If the Customer exceeds a contractual usage limit, Edesix may work with the Customer to attempt to reduce their usage so that it conforms to the agreed limit. If the Customer is unable or unwilling to reduce their usage so that it conforms to the agreed limit on the Order Contract in a legitimate manner, they will complete a new Order Contract for revised usage limits and quantities of the applicable Service(s) promptly upon Edesix's request, and/or pay any invoice for excess usage in accordance with Section 3 (Formation and content of the contract).
9. **CUSTOMER RESPONSIBILITIES:** The Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the quality, accuracy and legality of their Customer Data, as defined in the Glossary of Definitions, (c) take reasonable efforts to prevent unauthorised access to the Service(s) and/or content, (d) and notify Edesix promptly of any such unauthorised access or use, (e) use the Service(s) in accordance with this MSA and applicable laws and government regulations.
10. **SUBSCRIPTIONS:** Unless otherwise stated in the Order Contract or Service product specification, (a) Purchased Services are billed and delivered as subscriptions, (b) additional Services, usage allowances and features may be added during a subscription term, defined in the Order Contract, at the same pricing outlined in the existing and active subscription, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions (i.e. all Services will end on the same date under a single Order Contract).
11. **REMOVAL AND EXPORT OF CONTENT:** If the event that the Customer fails to pay any fees or amounts due as per Section 12 (Fees and subscription conditions) and Section 13 (Invoicing and payment), does not meet contractual obligations, or voluntarily decides not to reinstate the subscription after its contracted term, then it shall be the Customer's responsibility to export their Data and content. The Customer shall provide Edesix with sufficient notification so that we may assist the Customer in exporting their Data and content prior to the termination of the Service.

FEES AND PAYMENT FOR SERVICES

12. **FEES AND SUBSCRIPTION CONDITIONS:** The Customer will pay all fees and charges detailed in the Order Contract. Unless otherwise stated in a written contract signed by Edesix and the Customer, (i) all fees are based on subscription allowances and not actual usage, (ii) payment obligations are non-cancelable and any fees paid are non-refundable, and (iii) quantities and allowances agreed in the Order Contract cannot be decreased during the Customer's subscription term.
13. **INVOICING AND PAYMENT:** The Customer will provide Edesix with a valid purchase order or all the necessary information to invoice via pro forma. Unless otherwise stated in the Order Contract, fees shall be paid in advance for the applicable billing period, or in accordance with any different billing frequency specified in the Order Contract. All invoiced fees and charges are due net 30 days from the invoice date, unless an agreement is made to the contrary in writing and signed by Edesix. You are responsible for providing complete and accurate billing and contact information to Edesix and notifying us of any changes to such information.
14. **SUSPENSION OF SERVICE:** In the event that any fees and charges remain unpaid 45 days after the invoice date, Edesix may, without limiting its rights and remedies, suspend or terminate the Customer's access to the Service and their Data. Any amount left unpaid 45 days from the invoice date becomes immediately due and payable.

DATA SECURITY

15. **DATA SECURITY:** Edesix acknowledges its role in protecting the data privacy rights of customers and has the tools and processes readily available to guard and support the exercise of these rights. This agreement can be used in lieu of a Data Processing Agreement (“DPA”), however contact our Sales or Support departments if a specific DPA is required. Edesix has the following categories of data expressed in its Data Register and has performed Data Privacy Impact Assessments covering the duration, nature and purpose of the processing, the types of data processed, and the obligations and rights of the controller. They also, where applicable, cover any cross-border transfers and control the use of any sub-processors. Edesix staff are contracted to a duty of confidentiality and will only act upon the Customer’s written instructions regarding the management of Personal Data. Edesix is:

A data processor of third party data relating to direct marketing, supplier or customer sales.

- You represent that the information you provide to Edesix is true, accurate, current and complete to the best of your knowledge. Personal Data Subject Access Requests can be initiated at: <https://www.edesix.com/support/legal-information/personal-data-subject-access-request-sar>
- A data processor of customer and partner data when providing technical support.
- Your Service log-in credentials are personal to you and these details are not retained by Edesix.
- During a support call, before accessing any Customer system, our engineers will request a specific opt-in consent, detailing the work to be done and the duration of it. No personal data will be copied or retained during the support session.

The Customer can review our Privacy Policy on our website at <https://www.edesix.com/support/legal-information/data-protection>, which is incorporated by this reference into this MSA.

16. **COMMUNICATIONS:** By using the Service, the Customer agrees that Edesix may communicate electronically to fulfil contractual obligations to the Customer and inform them of updates that are in their legitimate interest, including but not limited to: administrative issues relating to their use of the product, for customer service related purposes, to inform the Customer of new software versions and releases, and regarding any security or privacy issues related to their use of the Service.

The aforementioned information will be emailed to the Customer at the email address provided to us at the point of sale. The Customer should notify us of any changes to their contact details in a timely manner.

If the Customer wishes to stop any or all communications that are in their legitimate interest, please write to Edesix at support@edesix.com. Edesix and its Customers have the legal right to receive written notice of a security breach.

LEGAL

17. **GOVERNING LAW AND JURISDICTION:** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Scotland, excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties irrevocably agree that the courts of Scotland shall have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.
18. **SEVERANCE:** If any provision (or part of a provision) of this MSA is found by a court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision of this MSA would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

GENERAL

19. **DISCLAIMER OF WARRANTIES:** The warranties for Service set out in this MSA are the only such warranties that each party gives to the other. Edesix provides the Service “as-is” and disclaims any representation or warranty for this Service concerning: the merchantability or fitness for a particular purpose; conditions of quality and that it will be free of viruses or other harmful code, be timely, secure or error-free; any impact arising from changes to it; that the Service will not infringe any third-party patents copyrights, trademarks or other rights. No oral or written information from any Edesix authorised representative shall increase this warranty. The foregoing limited warranty shall further not be enlarged or otherwise affected by Edesix’s rendering of any support services or technical or other advice in connection with the Service(s) or the Customer’s use thereof.

20. **LIMITATION OF LIABILITY:** Except for liabilities arising under section 7 (Restrictions on Use), section 21 (Intellectual Property ownership), section 22 (Confidentiality), or to the extent caused by gross negligence or misconduct, in no event shall Edesix or their affiliates, officers, directors, employees, representatives, suppliers and agents be liable to the Customer for any consequential, indirect, incidental or punitive claims or damages for any lost revenue, profits, expenses, data, business or goodwill of whatever form arising out of or related to the Customer's use of the Service. These limitations and exclusions apply to the extent permitted by applicable law in Scotland, as the declared jurisdiction. The aggregate liability of Edesix, and Edesix's licensors and the Customer respectively relating to this MSA, shall be limited to the annual Service Order Contract value.
21. **INTELLECTUAL PROPERTY OWNERSHIP:** The Software, including any updates and any authorised copies are the intellectual property of Edesix. The structure, organisation and code of the Software are the confidential information of Edesix. Customer Data and content (audio/video/annotations) created using the Software is owned by the Customer, as is any Customer Data stored on the Service.
22. **CONFIDENTIALITY:** The Customer agrees that during and after the existence of this Agreement they will hold in strictest confidence any confidential information of Edesix, and will not use for any purpose unrelated to its performance of this MSA or disclose to any third party without express written permission. This includes but is not limited to information concerning: business plans and methods, new product launches, vendor information, internal policies and procedures, pricing and other financial information, and in general all non-public information whether business or technical in nature that Edesix designates as being confidential or under the circumstances of disclosure ought to be treated as confidential. These restrictions shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed, provided that in each such case the Customer provides Edesix with prompt written notice of such an order of requirement and reasonably assists Edesix in obtaining a protective order or other appropriate relief from that requirement.

B. SUPPLEMENTARY PROVISIONS FOR TRIALS

23. **TRIAL CONDITIONS:** If you have been granted a free or paid trial for Edesix's Service(s), the following applicable provisions of this MSA will also govern that free or paid trial for the Service(s). A trial will run until the earlier of (a) the end of the trial period (see section 24. Trial period) , or (b) the start date of any purchased non-trial Service subscriptions authorised by the Customer and detailed on the applicable Order Contract, or (c) termination by Edesix in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page and/or trial agreement form. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
24. **TRIAL PERIOD:** Unless otherwise agreed in writing between the Customer and Edesix, the trial period shall be 90 days.
25. **Expiration of trial:** If, after 90 days or upon expiration of an otherwise agreed trial period, no purchase has been made for the Service, for example in the form of an Order Contract and/or purchase order, then the Service will cease to function and the Customer end their use of it.
26. **RECOVERY OF FEES:** In the event that the Customer continues to make use of the Service beyond the trial period end date and without making payment, the Customer agrees that Edesix has the necessary rights to recover pro-rata fees and charges for the Customer's use of the Service outside of the trial period.

If you have any questions about this Agreement, or wish to change the address to which notices may be sent to you, please write to Edesix at the following address: Edesix, 16 Forth Street Edinburgh EH1 3LH UK

For more information, please visit: www.motorolasolutions.com

Motorola Solutions Ltd. Nova South, 160 Victoria Street, London, SW1E 5LB, United Kingdom

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