

PRODUCTION AGREEMENT
VIACCESS TV EVERYWHERE AS A SERVICE
(TVaaS)

The VIACCESS TV Everywhere as a Service (TVaaS) provides a complete platform for delivery of OTT services to multiple devices, readily available as a service in the cloud. It enables operators to manage, monetize and publish content on multiple devices from a single pane of glass. This unified management will be accessible via the TVE console. To be able to access to such TVE console, please read first these Terms and Conditions and accept them prior to order your access to the TVE console. The access to the TVE console is governed by the following terms and conditions.

This TVaaS Cloud Services Agreement (this “Agreement”) is between VIACCESS S.A (“VIACCESS”) and the individual or entity that has executed this Agreement (“You”). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

1. AGREEMENT DEFINITIONS

1.1. “Ancillary Software” means any software agent or tool that VIACCESS may make available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.

1.2. “Cloud Services” means, if any collectively, the VIACCESS cloud services offerings and related VIACCESS Programs) listed in Your order and defined in the Statement of Work (SOW) attached. The term “Cloud Services” does not include Professional Services.

1.3. “Data Center Region” refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is IN YOUR Order and in the SOW.

1.4. “VIACCESS Programs” refers to the software products owned or licensed by VIACCESS to which VIACCESS grants You access as part of the Cloud Services Via its TVE Console, including Program Documentation, and any program updates provided as part of the Cloud Services.

1.5. “Professional Services” means, collectively, the consulting and other professional services which You have ordered. Professional Services include any deliverables described in Your order and delivered by VIACCESS to You under the order and the SOW. The term “Professional Services” does not include Cloud Services.

1.6. “Program Documentation” refers to the user manuals if any referenced within the SOW or in the online help in the console for Cloud Services.

1.7. “Services” means, collectively, both the Cloud Services and Professional Services that You have ordered.

1.8. “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by VIACCESS to which VIACCESS grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, VIACCESS Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

1.9 “SOW”: the Statement of Work duly attached to the Agreement and which constitutes an essential and integral part of it.

1.10. “Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of VIACCESS and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss, feeds from blog posts, data libraries and dictionaries, and marketing data.

1.11. “Users” means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered “Users” subject to the terms of this Agreement and Your order.

1.12. “You” and “Your” refers to the individual or entity that has executed this Agreement.

1.13. “Your Applications” means all software programs, including any source code for such programs, that You or Your Users may provide and load onto, or create using, any VIACCESS “platform-as-a-service” or “infrastructure-as-a-service” Cloud Services. Services under this Agreement, including VIACCESS Programs and Services Environments, VIACCESS intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications”. The term Your Application may encompass the CDN, should You directly license it from the CDN provider.

1.14. “Your Content” means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for VIACCESS Cloud Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

2. TERM OF AGREEMENT

This Agreement is valid for a period of **two years**, being understood that we may decide for convenience to terminate the Agreement after the first year, subject to the conditions of Section 9 hereunder. The Agreement may then upon termination be re-conducted for the same 2 year period, with the same right to terminate for convenience after one year. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users), for any Cloud Services options offered by VIACCESS for the original Services ordered, and for any renewal of the Services Period of the original order.

3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, revocable, non-assignable, non-transferrable, non-sub licensable, worldwide limited right to access and use the Services that You ordered, including anything developed by VIACCESS and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement, the SOW and Your order. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the VIACCESS Programs and Services Environment, in excess of the scope and/or duration of the Services as stated above. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable VIACCESS to provide You and Your Users with the Services, You grant VIACCESS the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications if any for the duration of the Services Period plus any additional post-termination period during which VIACCESS provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that VIACCESS may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. VIACCESS will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

3.4 Except as otherwise expressly set forth in Your order and in the SOW, You acknowledge that VIACCESS has no delivery obligation for VIACCESS Programs and will not ship copies of such programs to You as part of the Services.

3.5 As part of certain Cloud Services offerings, VIACCESS may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable SOWSOW. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to

use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in Your order.

4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. VIACCESS or its licensors retain all ownership and intellectual property rights to the Services, including VIACCESS Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of VIACCESS under this Agreement.

4.2 You may not, and may not cause or permit others to:

- a) remove or modify any program markings or any notice of VIACCESS's or its licensors' proprietary rights;
- b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c) modify, alter, tamper with, repair, or otherwise make derivative works of, disassemble, decompile, reverse engineer, or apply any other process or procedure to derive the source code of any software included in the Services, discover the underlying structure, ideas or algorithms, reproduce, distribute, republish or download any part of the Content or Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to VIACCESS;
- d) perform or disclose any benchmark or performance tests of the Services, including the VIACCESS Programs;
- e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
- f) license, sell, rent, lease, transfer, pledge, assign, encumber rights to the Service, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, VIACCESS Programs, Ancillary Software, Services Environments or VIACCESS materials to any third party, other than as expressly permitted under the terms of the applicable order;

- g) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas.

During and after the Term, You will not assert, nor will authorize, assist, or encourage any third party to assert, any intellectual property infringement claim regarding any Service You has used.

5. STATEMENT OF WORK

5.1 The Services are subject to and governed by the SOW applicable to Your order. The SOW may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the VIACCESS Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the SOW may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing additional quantity to account for Your excess usage. For any month that You do not promptly purchase such additional quantity, VIACCESS may require You to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage occurred.

5.2 VIACCESS may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) at any time during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The SOW is subject to change at VIACCESS's discretion; however, VIACCESS changes to the SOW will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.

5.2.1 Should VIACCESS decide to discontinue the Services, VIACCESS will provide You at least 12 months prior notice, except that VIACCESS will not be obliged to provide such notice if the discontinuation is necessary to address an emergency or threat to the security or integrity of VIACCESS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity.

5.2.2 VIACCESS may change or discontinue any APIs for the Services from time to time. For any change or discontinuation of an API that is not also a discontinuation of a Service or a functionality of a Service, VIACCESS will continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is technically infeasible, or (c) is needed to comply with the law

or requests of governmental entities).

5.2.3 VIACCESS may change, discontinue, or add Service Level Agreements, provided in the SOW as applicable, from time to time, but will provide You 90 days advance Notice before materially reducing the benefits offered to You under the Service Level Agreements.

5.3 Your order will specify the Data Center Region in which Your Services Environment will reside. Shall the operator provide its own applications, and to the extent applicable to the Cloud Service that You have ordered, the SOW will describe the test environment that VIACCESS will provide. VIACCESS and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

6. USE OF THE SERVICES

6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with VIACCESS, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. VIACCESS's log-in credentials and private keys generated by the Services are for Your internal use only and You may not sell, transfer or sublicense them to any other entity or person, except that You may disclose Your private key to Your agents and subcontractors (including any of your Affiliates who are acting as Your agent or subcontractor) performing work on Your behalf. VIACCESS is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify VIACCESS immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

6.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to VIACCESS under this Agreement, VIACCESS reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the

“Acceptable Use Policy”), including the removal or disablement of access to such material. VIACCESS shall have no liability to You in the event that VIACCESS takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify VIACCESS against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, “Patches”) necessary for the proper function and security of the Services, including for the VIACCESS Programs, as such Patches are generally released by VIACCESS as described in the SOW. VIACCESS is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, VIACCESS will coordinate with You the scheduling of application of Patches, where possible, based on VIACCESS’s next available standard maintenance window.

6.4 CONTENT

You should frequently back up any content, application or software that You will load into, or create within, the Service Environment. You agree that it is Your own responsibility to ensure that any products, services or information available through the Services meet Your specific requirements.

VIACCESS has no obligation to monitor Your Content and Applications, but at its sole discretion, may access, monitor, and/or review Your activity, Content and Applications in the Service Environment. You agree to provide any notices and obtain any consent related to Your use of the Services and VIACCESS’s provision of the Services. You warrant and represent that Your Content and Applications do not contain any viruses, Trojan horses, worms or other components that would limit or harm the functionality of a computer including TVaaS.

Your Content, including text and images, may be disclosed as required by law without Your prior consent. Viaccess will use diligent efforts to inform You, to the extent permitted by law, of any request for such disclosure promptly upon receipt of such request. You remain solely responsible for regulatory compliance in connection with Your use of TVaaS.

7. TRIAL USE AND PILOT CLOUD SERVICES

7.1 For certain Cloud Services, VIACCESS may make available “trials” for nonproduction evaluation purposes. Cloud trials must be ordered under a separate agreement.

7.2 VIACCESS may make available “production pilots” for certain Cloud Services under this Agreement. Production pilots ordered by You are described in the SOW applicable to Your

order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain Professional Services as a prerequisite to an order for a production pilot.

8. FEES AND TAXES

8.1 All fees payable to VIACCESS are due within thirty (30) days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. In case of any withholding tax applicable between Israel and Your country, You shall pay such additional amounts as may be necessary to ensure that VIACCESS receives an amount equal to the full amount which it would have received, had payment not been reduced of the applicable tax.

8.2 You understand that You may receive multiple invoices for the Services You ordered. Invoices will be submitted to You pursuant to VIACCESS's invoicing standards policy.

8.3 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve VIACCESS of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Agreement.

9. SERVICES PERIOD; END OF SERVICES

9.1 Services provided under this Agreement shall be provided for the Services Period defined in Section 2 above unless earlier suspended or terminated in accordance with this Agreement or the order unless (i) You provide VIACCESS with written notice no later than thirty (60) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) VIACCESS provides You with written notice no later than ninety (90) days prior to the end of the Service of its intention not to renew such Cloud Services.

9.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated VIACCESS Programs and Services Environments; however, for a period of up to 30 days after the end of the applicable Services Period, VIACCESS will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 30 day period, and except as may be required by law, VIACCESS will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

9.3 VIACCESS may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in VIACCESS's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. VIACCESS will provide advance notice to You of any such suspension in VIACCESS's reasonable discretion based on the nature of the

circumstances giving rise to the suspension. VIACCESS will use reasonable efforts to re-establish the affected Services promptly after VIACCESS determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, VIACCESS will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. VIACCESS may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after VIACCESS's initial notice thereof. Any suspension or termination by VIACCESS under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

9.4 If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If VIACCESS terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. NONDISCLOSURE

10.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

10.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

10.3 We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however,

VIACCESS will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. VIACCESS will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the VIACCESS security practices defined as part of the SOW applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 11 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

11. DATA PROTECTION

11.1 By signing up to the Services You decide to register at Your own discretion Personal Data of individuals that he/she will be beneficiaries of the Solution. Personal Data means information relating to an identified or identifiable natural person such as You or information that is used to identify directly or indirectly such a natural person (e.g name, e-mail address, phone number, or information relating to your usage of the Solution). You will fill in the register form with Your first name, last name; e-mail, phone number, company, type of company, position, description of Your project and launch date, number of subscribers expected, and type of Your content. You may choose to leave other information at your discretion.

11.2 For the purpose of delivering successfully the Services to You, You authorize VIACCESS to process your Personal Data according to this Agreement. VIACCESS will process the data solely for the provision of the Service. The data will be stored in the applicable data center Region. You have the right to access to Your Personal Data to review, update, correct or delete it. To access your Personal Data, please log-in to your account.

11.3 Between You and VIACCESS, You remain at all times the data controller, being specified that VIACCESS will act exclusively in the capacity of a data processor acting in accordance with these Terms and Conditions. You shall comply with all applicable data protection laws and any relevant recommendations issued by the data protection authority in the applicable jurisdiction, and in this respect accomplish the formalities required vis-a-vis the competent authorities. You shall indemnify VIACCESS for any claim arising as a result of You breaching any data protection requirements or causing VIACCESS to be in breach of any such data protection requirements.

11.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

11.5 VIACCESS will implement reasonable and appropriate measures for the Solution network

(as determined by VIACCESS) designed to help You secure Your Content against accidental or unlawful loss, access or disclosure in accordance with VIACCESS security standards. VIACCESS may modify the VIACCESS's security standards from time to time, but will continue to provide at least the same level of security as is described in VIACCESS's security standards on the Effective Date.

12. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

12.1 VIACCESS warrants that it will perform (i) Cloud Services as described in the SOW, and (ii) Professional Services in a professional manner in accordance with the SOW. If the Services provided to You were not performed as warranted, You must promptly provide written notice to VIACCESS that describes the deficiency in the Services (including, as applicable, the service request number notifying VIACCESS of the deficiency in the Services).

12.2 VIACCESS DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT VIACCESS WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY VIACCESS, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT VIACCESS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. VIACCESS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. VIACCESS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.

YOU ARE RESPONSIBLE FOR ANY CONTENT, APPLICATION OR NON-VIACCESS SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN SERVICES ENVIRONMENT, AND AGREE, AT YOUR SOLE COST AND EXPENSE, TO DEFEND VIACCESS AGAINST ANY CLAIM AND INDEMNIFY VIACCESS FROM ANY DAMAGES, LIABILITIES, COSTS AND EXPENSES OR THE SETTLEMENT AGREED TO BY YOUR SOFTWARE. VIACCESS IS NOT RESPONSIBLE FOR THE SECURITY OF ANY CONTENT, APPLICATION OR SOFTWARE THAT THE USER LOADS INTO OR CREATES.

12.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND VIACCESS'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY.

12.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A

PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), CUSTOMER, OPPORTUNITIES, DATA, OR DATA USE, LOSS OR DAMAGED CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SUBSTITUTE SERVICES. VIACCESS'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO VIACCESS FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM VIACCESS UNDER SUCH ORDER RISK IS SHARED BETWEEN THE PARTIES UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE FEES AGREED REFLECT THIS SHARING OF RISK AND THE RESULTING LIMITATION OF LIABILITY

14. INDEMNIFICATION

14.1 Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or VIACCESS ("Recipient" which may refer to You or VIACCESS depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or VIACCESS ("Provider" which may refer to You or VIACCESS depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b) gives the Provider sole control of the defense and any settlement negotiations; and
- c) gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

14.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return

materially affects VIACCESS's ability to meet its obligations under the relevant order, then VIACCESS may, at its option and upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow VIACCESS to terminate the license, then VIACCESS may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

14.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or SOW, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. VIACCESS will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by VIACCESS. VIACCESS will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). VIACCESS will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. VIACCESS will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

14.4 This Section 14 provides the parties exclusive remedy for any infringement claims or damages.

15. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

15.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. VIACCESS does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

15.2 Any Third Party Content made accessible by VIACCESS is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that VIACCESS is not responsible for and under no obligation to control, monitor or correct Third

Party Content; however, VIACCESS reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. VIACCESS disclaims all liabilities arising from or related to Third Party Content.

15.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. VIACCESS may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by VIACCESS in its sole discretion, VIACCESS may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

15.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

16. SERVICES TOOLS AND ANCILLARY SOFTWARE

16.1 VIACCESS may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your VIACCESS service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing VIACCESS’s product and service portfolio, to help VIACCESS address deficiencies in its product and service offerings, and for license and Services management.

16.2 VIACCESS may provide You with on-line access to download certain Ancillary Software for use with the Services. If VIACCESS licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications, (ii) VIACCESS will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of VIACCESS’s notice or the end of the Cloud Services associated with the Ancillary Software. If Ancillary Software is

licensed to You under separate third party license terms, then Your use of such software is subject solely to such separate terms.

17. SERVICE ANALYSIS

VIACCESS may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analysis”). VIACCESS may make Service Analysis publicly available; however, Service Analysis will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analysis do not constitute Personal Data. VIACCESS retains all intellectual property rights in Service Analysis.

18. EXPORT

18.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

18.2 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

19. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery

procedures or Your obligation to pay for the Services.

20. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of France and You and VIACCESS agree to submit to the exclusive jurisdiction of, and venue in, the courts in Paris in any dispute arising out of or relating to this Agreement.

21. NOTICE

21.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with VIACCESS or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: VIACCESS S.A, Les Collines de l'Arche, Tour Opéra C, 92057 Paris la Défense, France, Attention: General Counsel, Legal Department.

21.2 To request a termination of Services in accordance with this Agreement, You must submit a service request to VIACCESS at the address specified in Your order or the SOW.

21.3 VIACCESS may give notices applicable to VIACCESS's Cloud Services customer base by means of a general notice on the VIACCESS portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in VIACCESS's account information or by written communication sent by first class mail or pre -paid post to Your address on record in VIACCESS's account information.

22. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services (including the VIACCESS Programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables.

23. OTHER

23.1 VIACCESS is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that VIACCESS's business partners and other third parties, including any third parties with which VIACCESS has integration or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of VIACCESS and are not VIACCESS's agents. VIACCESS is not liable for, bound by, or responsible for any

problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an VIACCESS subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as VIACCESS would be responsible for VIACCESS resources under this Agreement.

23.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

23.3 Except for actions for nonpayment or breach of VIACCESS's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

23.4 VIACCESS Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of VIACCESS Programs and Services in such applications.

23.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for VIACCESS to perform the Services under this Agreement.

23.6 You agree to provide VIACCESS with all information, access and full good faith cooperation reasonably necessary to enable VIACCESS to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

23.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making VIACCESS aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. VIACCESS will cooperate with Your efforts to determine whether use of the standard VIACCESS Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by VIACCESS or changes to the Services.

23.8 VIACCESS may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with VIACCESS's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, VIACCESS can end Your Services and/or Your order. You agree that VIACCESS shall not be responsible for any of Your costs incurred in cooperating with the audit.

23.9 The purchase of Cloud Services, Professional Services, or other service offerings,

programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

24. ENTIRE AGREEMENT

24.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

24.2 It is expressly agreed that the terms of this Agreement and any VIACCESS order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-VIACCESS document and no terms included in any such purchase order, portal, or other non-VIACCESS document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Statement Of Work), Section 11 (Data Protection) and Section 15 (Third Party Web Sites) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the VIACCESS Store by authorized representatives of You and of VIACCESS. No third party beneficiary relationships are created by this Agreement.