

VIACCESS TERMS AND CONDITIONS

These Terms and Conditions ("**T&C**") incorporated into any of VIACCESS' Commercial Proposal(s) govern the provision of Services/Solutions supplied by VIACCESS to Customer by forming the Agreement.

1. Definitions

All capitalized terms used in T&C, whatever in singular or in plural form, have the meanings set forth in **Exhibit A**.

2. Purpose of Agreement

2.1. Acceptation of Agreement – Customer enters into contractual relationship with VIACCESS by (i) signing the Commercial Proposal or (ii) sending a Purchase Order based on the Commercial Proposal without modification provided such Purchase Order is accepted by VIACCESS within twenty (20) calendar days. If the Purchase Order does not refer to the Commercial Proposal, the Purchase Order is deemed not accepted and Customer shall send another Purchase Order for the Commercial Proposal.

2.2. Contractual documents – By order of precedence (from highest to lowest), the Agreement between the Parties is made up: (1) Specific Conditions duly signed by Parties; (2) VIACCESS Supplemental Terms, if any ; (3) VIACCESS T&C; (4) SLA ; (5) the Commercial Proposal (except technical matters which are superseded by a SOW); (6) DPA, if any; (7) SOW, if any; (8) Purchase Order and/or (9) any other Appendix. Any Customer general and/or specific terms and/or any other contractual documents will not be applicable in this Agreement.

2.3 Change request – Should Customer wish to add a Solution, Service and/or Feature or change the scope, timeline, or any other material aspect of this Agreement ("**Change Request**"), Customer shall submit its requirement, need in the change request form provided by VIACCESS. VIACCESS will make commercial reasonable efforts to accommodate any of Customer's request. When Customer request is complex and/or involves many uncertain factors, VIACCESS may recommend the implementation of a feasibility study. If Customer agrees, a Change Request is signed. VIACCESS has no obligation to accept a Change Request. If VIACCESS determines that it has the resources, skills and capacities, VIACCESS will prepare a Change Request and a draft amendment to all contractual documentation impacted. No Change Request is implemented unless both Parties sign (i) the Change Request and (ii) the SOW or the SLA.

2.4 Response to a call for tender – Should Customer organise a call for tender and VIACCESS responds with a third party, Customer understands and agrees that VIACCESS and the said third party are independent entities and have not joint liability. Consequently, each contractor will independently perform the part of the tender that they have won.

3. Term applicable to SaaS Solution

3.1 VIACCESS provides the SaaS Solution according to the specifications set out in the SOW and accepted by Customer.

3.2 Configuration – Customer Content - SaaS Solution and/or one or more of their features may allow Customers to configure the Solution or make Customer content available to their users. In such cases, the Customer is solely responsible for the configuration and the selection, process and use of Customer content. Customer Content shall comply with the terms of the Agreement and any and all applicable laws.

3.3 Security - VIACCESS applies all necessary security measures in accordance with industrial best practice to ensure the protection of the SaaS Solution. In the event of any security breach of the part of the SaaS Solution used by Customer, VIACCESS will inform, within reasonable delay, Customer of the security breach and the end of such incident.

3.4 Operation – When a SaaS Solution infrastructure is managed by VIACCESS, VIACCESS may, at any time and at its sole discretion, perform maintenance actions and Updates for the SaaS Solution, without the consent of Customer. VIACCESS will inform the Customer at least seven (7) calendar days before any maintenance action, except for security maintenance or maintenance without impact on the Solution.

3.5 Technical support - Technical support and Updates are performed in accordance with the relevant SLA following the Acceptance Test.

3.6 – No security test by Customer – Customer acknowledges and agrees that any form of security testing, including but not limited to penetration testing, denial-of-service attacks, or any other form of unauthorized testing, is strictly prohibited, except with the prior written consent of VIACCESS. If Customer conducts security testing on its own IT infrastructure, Customer shall ensure that such security testing does not impact VIACCESS infrastructure.

3.7 Storage and Backup - When Customer Content is stored in the SaaS Solution, Customer is responsible for ensuring that (i) Customer Content is accurate and lawful, (ii) Customer has made a backup and (iii) Customer Content complies with Section 14 herein.

3.8 Reversibility – Customer has, thirty (30) calendar days from the termination or expiration of the Agreement to retrieve its Customer Content. After such deadline, VIACCESS may delete Customer Content.

If Customer asks VIACCESS to provide Professional Services of reversibility, the said Professional Services shall be subject to a commercial proposal and governed by Section 7 herein.

4. Terms applicable to Software on premise

4.1 VIACCESS shall deliver the Software to Customer as stated in the Commercial Proposal and/or the relevant SOW.

4.2 Integration by VIACCESS – The performance of integration and/or installation by VIACCESS is considered as Professional Services and governed by section 7 herein.

4.3 Integration by Customer or Third-Parties Service – Customer undertakes and agrees that any integration not performed by VIACCESS is performed under the sole responsibility of Customer. In such cases, VIACCESS will not provide warranty or maintenance for any defect or malfunction arising from an integration performed by Customer or a Third-Party Service.

4.4 At any time of the Agreement, Customer is the sole responsible of its IT System. To ensure the proper use of the Solution, at any time of the Agreement, it is of the essence that Customer hardware complies at any time with the configuration or material requirements. Therefore, Customer understands and agrees to ensure that its IT environment, hardware and/or any other software is replaced or updated as necessary to continue to be compliant with the Solution and its evolutions to ensure all of its obligations under the Agreement.

4.5 Maintenance and Update - Technical support for the Solution is performed in accordance with the relevant SLA defined in the SOW and/ Commercial Proposal.

For Software on premises, VIACCESS may make Update available to Customer and the Parties will define the process to implement the Update.

5. Terms applicable to on device software and/or Applications

5.1 VIACCESS shall deliver the Software to Customer as stated in the Commercial Proposal and/or the relevant SOW, if any.

5.2 Integration by VIACCESS – The performance of integration, and/or installation by VIACCESS is considered as Professional Services and governed by section 7 herein.

5.3 Integration by Customer or Third Parties Service– Customer undertakes and agrees that any integration not performed by VIACCESS is performed under the sole responsibility of Customer. In such cases, VIACCESS will not provide a warranty or maintenance for any defect or malfunction arising from an integration performed by Customer or a Third-Party Service.

5.4 With regard to Applications, VIACCESS may make Update available to Customer. It is Customer responsibility and that of its end users to ensure that such Update is implemented in Customer and/or end users' system. If such Update is not implemented, Customer understands and accepts that the Solution may function in a degraded mode, i.e. intermittent service disruptions.

5.5 At any time of the Agreement, Customer is the sole responsible of its IT System. To ensure the proper use of the Solution, at any time of the Agreement, it is of the essence that all or part of Customer IT System complies at any time with the configuration or material requirements. Therefore, Customer understands and agrees to ensure that its IT environment, hardware and/or any other software is replaced or updated as necessary to continue to be compliant with the Solution and its evolutions to ensure all of its obligations under the Agreement.

6. Hybrid solutions

When the Solution includes multiple components such as SaaS and/or on-premises components, the SaaS component part of the Solution is governed by section 3 and the on-premises component of the Solution is governed by section 4.

7. Terms applicable to Services and Professional Services

7.1 Professional Services – The SOW and/or Commercial Proposal may define Professional Services and the estimated cost, if any. Before initiating Professional Services, both parties will sign a SOW that sets out the technical and operational conditions relating to the Professional Services. VIACCESS performs the said Professional Services in a good and workmanlike manner. Customer shall provide VIACCESS with a remote or physical access to Customer infrastructure, site, equipment and employees and shall cooperate at all times with VIACCESS to perform the said Professional Services.

7.2 VIACCESS shall exercise, its general duty of assistance, information and advice and alert Customer throughout the delivery of the Professional Services. Customer acknowledges having verified the adequacy of his needs taking into account the information given to VIACCESS. Customer acknowledges that he is solely responsible for the chosen Solution, having received from VIACCESS the necessary and sufficient advice and information on its condition of use, capacities and performance limits and in its capacity as a professional, the use and the interpretation Customer makes of the documents and the data he consults, the results he obtains, the advice and acts he deduces and/or any issue. When an estimated cost has been defined and if during the performance of Professional Services, the actual cost of said Professional Services reaches between eighty percent (80%) to one hundred percent (100%) of the estimated cost, VIACCESS informs the Customer and provides a new estimated cost, if any. When the estimated cost is reached, if Customer has not responded to the new estimated cost,

the Professional Services ceases to perform the relevant Professional Services without VIACCESS being held liable. In the event of remobilization, section 7.6 applies.

7.3 Parties shall cooperate with each other and any third party acting on behalf of a Party to the extent reasonably necessary for the purpose of providing the Professional Services, notably Customer undertakes to collaborate with VIACCESS, and any third party mandated by VIACCESS by providing information related to Customer needs and IT infrastructure and environment. Such collaboration may include, without limitation, the disclosure by the Customer of any and all APIs (whether proprietary or not) and all other relevant information. Customer shall designate qualified and trained employees with the related technologies to cooperate with VIACCESS. Customer undertakes to make available to VIACCESS all necessary materials and any other prerequisite defined in the Agreement as well as the technical environment necessary for the performance of its obligations under the Agreement. Customer agrees not to move VIACCESS Material from its location or dealing in any way with it.

7.5 Delay – VIACCESS will make its best effort to adhere to the provisional schedule set out in the Agreement. Any delay from VIACCESS resulting from a delay of the Customer and/or any other third party in particular but not limited to late provision of data by Customer, delayed sign-off, may cause delays in the delivery of deliverables by VIACCESS. Customer acknowledges and agrees that (i) VIACCESS is not responsible for such delay and (ii) if the schedule and the fees are impacted, VIACCESS has the right to invoice the Customer any additional fee equal to the man-rate of the Commercial Proposal per day for any additional work, such as days of work, required by the extension of the schedule.

7.6 No mobilisation - rescheduling - In the event of a delay in the start of the project due to the Customer or the project remains inactivity during thirty (30) calendar days from the provisional starting date of the project, VIACCESS will send a first notice by email to Customer. VIACCESS will send a second notice by email, following a period of thirty (30) calendar days. If after seven (7) calendar days from the expedition of the second notice the project remains inactive, VIACCESS may send a notice by email to note the suspension of the Professional Services. In such a case, VIACCESS' obligations regarding the said Professional Service are suspended.

In any case, during the inactivity of the project due to Customer, VIACCESS may charge man daily rate.

Any rescheduling of the Professional Services will be subject to a Change Request and the fees may be reviewed by VIACCESS.

7.5 Services – Services subscribed by Customer are performed in a good and workmanlike manner. Customer will provide any and all necessary documents, authorizations or any other document needed to allow VIACCESS and/or its subcontractors to perform the Services.

8. Terms applicable to VIACCESS' Material

8.1 If required by the Solution, VIACCESS' Material may be made available at Customer's site or a site controlled by Customer. Such VIACCESS' Material is shipping in accordance with Incoterm 2020 EXW, at a place designated by Customer at Customer's expense.

8.2 VIACCESS' Material are Confidential Information and remains at all times VIACCESS' property and Customer shall: (a) take care of VIACCESS' Material with the same degree of care used for its own Material; (b) bear the entire risk of loss, theft, or damage to the dispatched Material as set out in section 29.3 herein until reception by VIACCESS in accordance with Incoterm 2020 DAP for international shipment, DDP for national shipment, or its destruction in accordance with VIACCESS' instruction; (c) comply with any instruction provided, at any time by VIACCESS for any

VIACCESS' Material subject to specific regulations, notably export control but not limited to Mother Card or HSM or cabinet card readers; (d) not change the location of VIACCESS' Material without the prior written consent of VIACCESS; (e) take and maintain levels of insurance sufficient to fully cover VIACCESS' Material and any of VIACCESS' employees working on Customer's site. Upon request, Customer will deliver to VIACCESS a certificate of insurance showing compliance with this requirement; and (f) notify VIACCESS in writing promptly if VIACCESS' Material has been lost, stolen, or damaged or has its functionality impaired due to corruption of software, firmware, or any other cause.

8.3 If VIACCESS' Material must be replaced due to a loss, theft, damaged or has its functionality impaired due to corruption of software, firmware, or other causes, Customer must bear all costs associated with the replacement of VIACCESS' Material.

8.4 At any time of the Agreement, Customer shall ensure and guarantee that VIACCESS will have access to its VIACCESS Material on the site where VIACCESS Material is located, regardless of whether such VIACCESS Material is hosted on a third-party site, provided that Customer receives a fifteen (15) calendar days' prior notice.

9. Terms applicable to Hardware and Daughter Card

9.1 Hardware

9.1.1 If the Parties have identified that the provision of the Solution on premises requires the purchase of new hardware by Customer, Customer may purchase the hardware from VIACCESS, this provided VIACCESS' prior written acceptance. In such case, the purchase will be indicated in a Commercial Proposal.

9.1.2 When Customer purchases Hardware from VIACCESS, the Hardware is shipped to the site defined in the SOW or Commercial Proposal in accordance with Incoterm 2020, EXW.

9.1.3 The fee for the Hardware is payable at the Purchase Order date, unless otherwise specified in the Commercial Proposal.

9.1.4 The Hardware becomes the property of the Customer only after full payment of the Hardware fee. Until full payment is received, VIACCESS retains ownership.

9.1.5 Warranty – By derogation to section 17 herein, the warranty for each Hardware is that provided by VIACCESS' supplier both in terms of scope and timeframe. VIACCESS will provide Customer with all information related to the Hardware. No other warranty whatsoever is provided by VIACCESS to Customer.

9.2 Daughter card

9.2.1. For Solutions requiring daughter cards to be purchased by Customer, Customer shall provide in writing, each 1st of month, (i) a purchase quantity forecast per type of daughter cards for the rolling period of the next six (6) months and (ii) a Purchase Order with committed quantity, sent at least 10 weeks before the availability date of the daughter cards.

9.2.2 If a desired quantity exceeds the quantity forecasted, VIACCESS will make its best commercial effort to provide the quantity requested. If Customer fails to comply with this process, Customer acknowledges and agrees that delivery of its Order will not be guaranteed.

9.2.4 Daughter cards are shipped to the site according to Incoterm 2020, EXW named place, unless otherwise specified in the Commercial Proposal. Daughter cards are the property of the Customer only after full payment of the daughter cards fees. Until full payment is received, VIACCESS retains ownership. Notwithstanding the foregoing, any VIACCESS Material and/or

trade secret contained in the daughter card remains the property and intellectual property of VIACCESS.

9.2.5 Any Order of Daughter cards is invoiced at the expedition date.

9.2.6 Warranty – By derogation to section 17 herein, the warranty of each daughter cards is the warranty provided by VIACCESS' supplier both in terms of scope and duration. VIACCESS will provide to Customer with the information related to the Hardware. No other warranty is provided by VIACCESS to Customer.

10. Trial

Subject to a Commercial Proposal, VIACCESS may authorize Customer to access or use (for free of charge or paid) one or more products merchandize by VIACCESS for the purpose of evaluating said products to determine whether the Customer wants to subscribe to them ("**Trial**"). For avoidance of doubt, Customer shall not use Trial for commercial or business purposes.

If no Trial Duration is specified in a Commercial Proposal, the Trial license set forth in the section 13.2.2 shall be for sixty (60) days ("**Trial Duration**").

Trial does not include support and may be incomplete or have errors. Unless agreed in writing by VIACCESS, Trial is not performed in a production environment. To the extent permitted by law, Trial is provided "AS-IS" without any express or implied warranties.

At the end of a Trial Duration, the section 29.3 applies. VIACCESS may change or terminate the Trial at its discretion with reasonable notice. If Customer continues to access the Trial after the Trial Duration or fail to return VIACCESS's Material provided for the Trial, Customer will pay any applicable fees reasonably charged by VIACCESS.

11. Test Account

Subject to a Commercial Proposal, VIACCESS may authorize Customer to access or use one or more products already subscribed by Customer for the purpose of a paid internal and non-commercial use in order to test the proper functioning of a subscribed product ("**Test Account**").

Test accounts are limited to ten (10) accounts during a calendar month used up to five (5) Active Device and shall only be used by Customer's employees or consultants. For avoidance of doubt, a Trial shall not be used by Customer for commercial or business purposes and/or to allow BtoC End-User or any order third-party to determine if such third-party wants to subscribe to Customer offering. Unless agreed in writing by VIACCESS, Test Account is not performed in a production environment. Test Account does not include support and may be incomplete or have errors.

Unless agreed in writing by VIACCESS, Trial is not performed in a production environment. To the extent permitted by law, Trial is provided "AS-IS" without any express or implied warranties including but not limited bug.

Customer shall declare, monthly, any Test Account activated during the month. If one or more Test Account are not declared, the license will be deemed as a BtoC Customer Offering license and invoicing at the relevant fee. VIACCESS reserves the right to audit any Test Account, in accordance with the Agreement. If Test Accounts are used in breach with this section, VIACCESS will invoice Customer each none-compliance Test Accounts at the same price of BtoC Customer Offering license.

12. Acceptance procedure

12.1 Acceptance of Build

12.1.1 An acceptance test is performed following the Acceptance Test Plan Content (ATPC) agreed and signed by both Parties. Customer shall perform the said acceptance test and send the signed acceptance test minutes to VIACCESS within fifteen (15) calendar days from the date on which the Solution or one or more Product(s) is made available to Customer to perform a global or partial acceptance test in accordance with the schedule agreed between the Parties.

12.1.2 The global or partial Acceptance Test Plan Execution is deemed accepted by Customer if Customer (i) signs the global or partial Acceptance Test Plan Execution minutes without blocking defect and/or some major defects lower than the quantity set forth in the acceptance test plan ; (ii) does not communicate any objection within the fifteen (15) calendar days set forth in section 12.1.1 above; or (iii) initiates any kind of launch of all or part of the Solution in production or a commercial launch or a soft launch. For the avoidance of doubt, the first event occurring shall constitute acceptance and defines the global or partial acceptance date (“**Acceptance Date**”).

12.1.3 At the Acceptance Date, VIACCESS will invoice the Customer according to the fees for the relevant milestone set forth in the Commercial Proposal.

12.2 Certificate of Service

If Customer requests a Certificate of Service, VIACCESS may, at its sole discretion, provide a Certificate of Service confirming that the Service has been provided.

13. Intellectual Property Rights – License

13.1. VIACCESS’ Intellectual Property Rights (IPR) - VIACCESS owns or controls directly or indirectly all IPR, title and interest in and to the Solution and the Service and to VIACCESS’ Material, development, improvement of the Solution, Update, Upgrade (if any) reports resulting from Solution. Customer acquires no IPR over VIACCESS IPR whatsoever. Customer agrees that it shall not make a claim in the rights or ownership of any part of the Solution, and/or result.

13.2 License

13.2.1 BtoC Customer Offering License – Subject to the terms of the Commercial Proposal and the Agreement, for the duration of the Agreement and in the Territory VIACCESS grants Customer:

- (i) a non-exclusive, non-transferable, non-assignable, non-sublicensable license to access, use the SaaS Solution, Software, Service and reports for BtoC Customer Offering
- (ii) a non-exclusive, non-transferable, non-assignable license related to the Applications, Daughter card solely for the purpose of enabling access to, download and use of the said Applications, Daughter card by Subscriber of a BtoC Customer offering in accordance with the Agreement. For the avoidance of doubt, Customer may sublicense the license (ii) only to its Subscriber of a BtoC Customer located in the Territory.

13.2.2 Trial license – Subject to the terms of the Commercial proposal, for the Trial Duration and in the Territory, VIACCESS grants Customer a free of charge or paid, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access, use the SaaS Solution, Software, Service and reports, Applications, Daughter card for a Trial. For avoidance of doubt, such Trial license cannot be used for a BtoC Customer Subscriber(s).

13.2.3 Test Account license- Subject to the terms of the Commercial proposal, for the duration of the Agreement and in the Territory, VIACCESS grants Customer a paid, non-exclusive, non-transferable, non-assignable, non-sublicensable Test Account license to access, use the SaaS

Solution, Software, Service and reports, Applications, Daughter card for an internal and non-commercial Test Account purpose only. For avoidance of doubt, such Test Account license cannot be used for a BtoC Customer Subscriber(s).

13.2.4 All rights not specifically granted to the Customer hereunder are reserved to VIACCESS.

13.3 Customer Content - Customer Content remains owned or controlled by Customer. Notwithstanding the foregoing, Customer grants to VIACCESS, for the duration of the intellectual property rights, a worldwide, non-exclusive, sub-licensable, assignable, and transferable license to reproduce, represent and use Customer's Content in order to improve its solutions, products and services, as well as to carry out the performance of the Agreement.

14. Unpermitted use

Customer shall not (a) use the Solution for any illegal purpose, (b) intentionally upload into the Solution any material of a hazardous nature, (c) copy, duplicate, decompile, disassemble, reduce, reverse engineer, modify or attempt to obtain or perceive the source code of any component of the Solution, (d) sublicense, transfer, resell or distribute the Solution, except as authorized in the Agreement; (e) use the Solution in breach of this Agreement; (f) violate the French and Union export control law or the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State by using all or part of the Solution ; (g) access or use the Solution and/or Services either (i) in a manner intended to avoid incurring fees, or (ii) in a manner that violates, or causes the violation of any export control laws, or (iii) transmit, store, or process Customer Content in a manner that is defamatory, that constitutes trade libel or product disparagement, avoid complying with advertising laws or is unlawfully threatening or harassing; is obscene or contains child pornography; or promote crime, misconduct.

15. Financial conditions

15.1 Fees- All fees are specified in the Commercial Proposal not refundable and exclusive of any Tax (as defined hereafter). Based on the actual Quantity identified by VIACCESS, Fees are payable each month at due date. Notwithstanding the foregoing, when the minimum of Quantity ordered by Customer is not met at the end of the billing reference period, VIACCESS will invoice Customer the minimum Quantity defined in the Commercial Proposal.

For avoidance of doubt, when a Solution and/or one or more Product (s) are subject to a maximum Quantity and Customer exceeds such Quantity, VIACCESS may invoice Customer for the excess Quantity.

15.2 Taxes - All charges and fees to be paid by Customer to VIACCESS under the Agreement do not include tax (i) any tax applicable on turnover, such as value added tax, sales tax or service tax, (ii) withholding tax applicable on payment made by Customer , (iii) customs and excise duties as well as other import duties and fees, and (iv) local telecommunications regulator levies based on turnover ("Taxes"). Customer shall: (i) be responsible for the payment of all such Taxes; (ii) directly pay any such Taxes assessed against it; and (iii) promptly reimburse VIACCESS for any such Taxes collect or pay on behalf of Customer. Taxes related to the shipment of material are governed by the agreed Incoterm.

15.3 Invoicing - The Fees are payable monthly at term, unless otherwise defined in the Commercial Proposal. Customer shall pay the invoice within thirty (30) days from the invoice date, unless otherwise agreed upon in writing by both Parties and described in the Commercial Proposal that then prevails.

15.4 Expense reimbursement – Customer shall reimburse VIACCESS for reasonable travel, living and other out-of-pocket expenses incurred by VIACCESS' employees, agents, consultants or

subcontractors in connection with all services including but not limited to Professional Services and maintenance and support rendered by VIACCESS. Reimbursable expenses are made in accordance with the current VIACCESS’ travel and expense policy. Expense reimbursement may be invoiced by VIACCESS on a monthly basis, as incurred.

15.5 Disputed invoice – Customer shall dispute any invoice issued by VIACCESS within fifteen (15) days from the receipt date of the invoice. Any dispute must be submitted in writing to the adv service of VIACCESS, detailing the reasons for the dispute. Notwithstanding any dispute, the amount of the invoice remains due and payable by the Customer in accordance with the payment terms set forth in this Agreement. The Parties agree to engage in good faith discussions to resolve any dispute within a reasonable time.

After the expiration of the period of fifteen (15) days from the receipt date of the invoice, the invoice shall be deemed final and non-contestable.

15.6 Late Payment Charges - In the event of a late payment, the remaining amount due is automatically increased by a penalty calculated equal to the interest rate of the European Central Bank increased by ten (10) percentage points. A lump compensation sum for recovery of forty (40) euros must be paid in accordance with article D. 441-5 of the French Commercial Code. If the recovery costs exceed the amount of the fixed compensation sum, VIACCESS may request additional compensation on justification.

15.7 Revised fee

Fees are revised on the anniversary date of the Agreement in accordance with the Meeting Clause, based on the Customer's business place, as follows:

Geographic region of the Customer's business place	Section by
Europe/Middle East/ any country that is not located in a region mentioned in this section	<p>Fees set forth in the Commercial Proposal may be fixed or under management, firm or subject to revision. Assuming revisable fees and depending on the type of Services/Solutions/Product(s) considered, prices may be annually reviewed by VIACCESS without prior notice to Customer at each contract expiration date according to the Syntec’s revised index of economic relevant to the industry sector which affects the business in which VIACCESS operates, by applying the following formula:</p> $P1 = P0 \frac{S1}{S0}$ <p>P1= revised price P0 = original price S0 = last SYNTEC index published on the date of the previous revision or original index (last published on the date of signature of the Agreement or prior revision) S1= last SYNTEC revised index published on the date of revision</p>

America North & South Region	Fees may be annually reviewed by VIACCESS without prior notice to the Customer at each anniversary date of the Agreement according to the basis of relevant consumer price (CPI) indices of economies in USA which affects VIACCESS' business and other cost indices relevant to the industry sector in which VIACCESS operates.
Pacific and Asia Region	Fees may be annually revised by VIACCESS without prior notice to Customer at each anniversary date according to the basis of relevant consumer price (CPI) indices of economies which affect VIACCESS' business and other cost indices relevant to the industry sector in which VIACCESS operates.

If the index selected to revise the fees is cancelled, such index will be replaced by the then replacing index. If no replacing index is created, the Parties shall negotiate in good faith the election of a new index.

Notwithstanding the foregoing, the fees for hosting the Solution and/or Product(s) by VIACCESS through Amazon Web Services (AWS) or any other cloud services provider may be increased in the same proportion as the increase by AWS or the other cloud services provider and in the same timeframe.

16. Terms

The Agreement enters into force on the date it is accepted in accordance with section 2.1 of T&C and remains in effect for three (3) years. The Agreement is automatically renewed for a period of one (1) year, unless a termination notice is sent by either Party at least three (3) months prior the expiry date of the Agreement.

17. Warranty

17.1 Each Party represents and warrants (a) that it has full power and authority to enter into the Agreement; and (b) that it has all licenses and rights necessary to comply with these terms and to carry out the Agreement in accordance with the applicable law, in particular regarding intellectual property rights and Personal Data.

17.2 Disclaimer - EXCEPT AS EXPRESSLY STATED BY VIACCESS IN THE AGREEMENT AND TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, VIACCESS (A) PROVIDES THE SOLUTION, PRODUCT(S), DOCUMENTATION, PROFESSIONAL SERVICES AND SERVICES "AS IS", (B) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SOLUTION, SERVICES, OR ANY MATTER WHATSOEVER; (C) DOES NOT WARRANT THAT THE SOLUTION, SERVICES OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, VULNERABILITIES FREE, MALWARE FREE, MALICIOUS SOFTWARE FREE, OPEN SOURCE TECHNOLOGY, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE, AND (C) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOLUTION, SERVICES, SUPPORT AND ANY PROFESSIONAL SERVICES.

THE SOLUTION PRODUCT(S), OR SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET, API OR ELECTRONIC COMMUNICATIONS. VIACCESS IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR

OTHER DAMAGES, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY VIACCESS.

17.3 Customer shall be sole responsible for Customer Content and it is hereby agreed that VIACCESS will not be liable in any way for Customer Content. Customer shall not use all or part of the Solution and/or the Service for illegal purpose and it is hereby declared that VIACCESS will not be held liable in any way for objectionable Customer Content. It is acknowledged that VIACCESS has no obligation to monitor or edit the Customer Content and that Customer will have the sole liability for any damage whatsoever caused by Customer Content to its end-users, VIACCESS or any Third Party. Customer is solely responsible for (i) the security and back-up of its data, (ii) keeping all software and hardware current with the latest security patches and updates, (iii) protecting its network from unauthorized access and (iv) employing up-to-date encryption technology or other appropriate means to protect the security of its data while transmitted. VIACCESS shall have no liability for Customer's failure to fulfil any of its responsibilities set forth in the previous sentence, nor for any unauthorized interception, disclosure or access to Customer's data.

18. Confidentiality

18.1 During the term of the Agreement and for as long as the Confidential Information constitutes confidential information under applicable law, each Party agrees to (a) use the Confidential Information only for the purpose of performing the Agreement, (b) disclose the Confidential Information only to its Affiliates and its and its Affiliates' employees, consultants, agents, officers, subcontractors who have a need to know and (c) agrees to prevent the unauthorized use or disclosure of Confidential Information of the other Party using at least the same degree of care exercised to protect its own Confidential Information, but in any case using no less than a reasonable degree of care. Notwithstanding the foregoing, each Party may disclose Confidential Information to its professional advisors who are bound by similar confidentiality obligations.

18.2 In the event of an order or request from a government authority, Court or agency (hereinafter a "Request"), VIACCESS may disclose Confidential Information but only such information that is strictly necessary to comply with the Request and shall inform the authority of the confidentiality of the requested information.

19. Data Protection

19.1 In order to fulfil its legal obligations, each Party represents that it processes Personal Data in accordance with the applicable law, in particular the General Data Protection Regulation (EU) 2016/679 (GDPR). As controller, each Party will process the name, title and professional contact details of the other Party's employees, agents, contractors or representatives and/or its Affiliates to manage the Agreement. As such, each Party shall implement any necessary measures to inform data subjects in accordance with the applicable law.

19.2 If during the performance of the Agreement, VIACCESS processes Personal Data on behalf of the Customer, such processing is performed in accordance with the data protection agreement relating to the relevant Solution which is incorporated in the Agreement.

20. Export laws

Customer shall not violate any applicable export control laws or regulations in particular French and European Union laws. These laws govern the export, re-export or use, directly or indirectly (including via remote access) of any part of the Solution, Services, VIACCESS' Material, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under export control laws or regulation without obtaining a license or authorization.

For avoidance of doubt, the mother card, the Hardware Security Modules (HSM) and cabinet card readers, are VIACCESS' Material and shall remain at the site designated in writing and shall not be removed without prior written permission from VIACCESS.

21. Open-source technology

Open-source technology may be used in Product(s), in such case, the open-source technology is licensed under the terms and conditions of the open-source license that is made available with such open-source technology. Customer undertakes and agrees that VIACCESS shall have no liability whatsoever regarding such open-source technology or their related end of life.

22. Third-Party Products or Third-Party Services

22.1 Customer itself or a third-party acting on behalf of Customer may interconnect such Third-Party Solution with VIACCESS' Solution. Any and all Third-Party Solution used and connected by Customer to VIACCESS' Solution shall be (i) compliant with VIACCESS technical and security requirements and/or at least with the security industry standard and technical documentation, (ii) subject to first obtaining all appropriate rights to use the Third-Party Solution and (iii) updated and/or upgraded to ensure the Solution remains properly functional and avoid any security incidents. Customer warrants VIACCESS against any action relating to the use or connection of any Third-Party Solution with the Solution and in particular but not limited to intellectual property infringement.

22.2 Customer warrants that the provision of a Third-Party Service in connection with the Solution is performed under the sole responsibility of Customer. VIACCESS has no responsibility whatsoever if a Third-party Service causes a malfunction or discontinuation of the Solution.

23. Evolution and End of Life

23.1 VIACCESS may, at its sole discretion, modify and/or Update all or any part of Product or Service as long as the modified solution remains materially equivalent to the initial Product or Service. If the evolution of the Product or Service is materially equivalent and the fees of the relevant Product or Service does not change, Customer has no right to terminate all or part of the Agreement. Customer shall not and shall not permit any person other than VIACCESS, and shall ensure that its subcontractors, service providers and suppliers do not, make any such modifications and Upgrades. All right, title and interest in and to all improvements and upgrades made in the Solution or any portion thereof shall remain vested exclusively in VIACCESS or its licensors at all times.

23.2 VIACCESS may commercialize Upgrades. In such cases, if Customer wishes to have the new Upgrade, VIACCESS will make a Commercial Proposal that needs to be accepted and signed by both Parties before any implementation.

23.3 VIACCESS may cease to commercialize or support all or part of a version of a Product ("**End of Life**"). If a Product or a material element of the said Product will be entered into End of Life, VIACCESS will notify the End of Life ("**End of Life Notification**") of the said Product and provide Customer with at least twenty-fourth (24) months' notice before the End of Life becomes effective. From the said End of Life Notification, VIACCESS will continue to provide, at least during twelve (12) months, maintenance and technical support for the said Product as agreed in the relevant SLA. At the end of this period ("**Complete Maintenance Duration**"), VIACCESS will provide a Limited Technical Support to the said Product during the twelve (12) months from the end of the Complete Maintenance Duration. The Limited Technical Support will cease automatically.

Notwithstanding the foregoing, if VIACCESS provides a Product or a component of a Product owned by its licensor and such licensor launches an end of life of its product less favourable than VIACCESS End of Life, licensor end of life process will prevail. Customer may terminate the part of

the Agreement related to the Product affected by the End of Solution Life without compensation. For avoidance of doubt, End of Life is not a breach of Agreement, and the Agreement remains in force for the other Products subscribed or Services, if any.

24. Compliance and audit right

24.1 Customer understands and agrees that all or part of the Solution may incorporate a technology to (a) calculate and send Metric to VIACCESS or (b) limit or render inoperative the unauthorized use. Customer agrees not to alter, decompile, disassemble, reverse engineer, engage in any fraudulent activity, manipulation, tamper with, or otherwise attempt to the said technology.

24.2 During the Agreement and a period of five (5) years from the termination or expiration date, Customer shall give VIACCESS access (including but not limited digital, remote and/or physical access) to its IT system and the Software and any other solution on premises to collect metric and log related to the Solution ("**Metric**") in order to define the Quantity consumed by Customer and/or ensure that the Solution is used in accordance with the term of the Agreement notably but not limited the cessation of its use. Customer agrees that VIACCESS may audit, by its employees or a third party acting on behalf VIACCESS, such Metric to verify the compliance of the use of the Solution with the Agreement notably regarding the Quantity consumed by Customer. In the event of a quantity increase, VIACCESS may invoice Customer retroactively for any and all over consumption in accordance with the Agreement.

24.3 The development of VIACCESS and the Customer is based on a set of values and guidelines set out in the documents entitled for Orange the "Orange Group Code of Ethics" and the "Orange Group's anti-corruption policy" available at www.orange.com

These documents represent the Parties' commitments to comply with all national, European and international legal and regulatory provisions applicable to them in the course of their business including, without limitation, the Universal Declaration of Human Rights, International Labour Organization standards, OECD guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, the Sapin 2 law, and the French criminal code pertaining to financial and economic misdemeanours and crimes as VIACCESS as international trade sanctions (embargoes) including any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, any sanction that may have been imposed by the European Union (including DGT and OFSI), the United States Government (including OFAC), the French Government or applicable law, and watch list. These lists are, notably, the "Consolidated Travel Ban and Assets Freeze List" published by the United Nations Sanctions Committee, the "Specially Designated Nationals and Blocked Persons list" maintained by the OFAC, and the consolidated list of people, groups, and entities subject to EU financial sanctions (the "**Rules**").

In case of modification of the legal and/or regulatory framework as VIACCESS all as any judicial decision that would imply a violation of the Rules by one of the Parties, Parties agree to introduce without any delay the relevant modification(s) in the Agreement to remedy it.

Customer agrees to the following compliance policy, which is an essential clause to this Agreement. VIACCESS may terminate the Agreement should the Customer not be compliant with such policy.

24.3 For the purpose of ensuring compliance with the Agreement in particular regarding the use of the Solution, compliance with anti-bribery rule and/or export control law regarding VIACCESS' Material, Customer agrees to (i) respond in good faith to any questionnaire or statement and/or (ii) authorize VIACCESS to audit Customer's record by VIACCESS' employees or a third-party at VIACCESS' expense, provided a written notice within fifteen (15) calendar days before the audit.

24.4 Customer may ask to perform one audit per year of the Solution in the form of a questionnaire about how VIACCESS manage the security of the SaaS Solution, if applicable. VIACCESS have sixty (60) days from receipt of the request to provide a respond to said questionnaire.

25. Indemnification

25.1 Indemnification by VIACCESS

25.1.1 VIACCESS shall indemnify and defend Customer, its Affiliates, and each of their respective officers, directors, employees, agents, successors and assigns against any third-party claim resulting or arising from any law suit, action, proceeding, arbitration, subpoena or claim, which in whole or in part, directly or indirectly, alleged an infringement of intellectual property right relating to the Solution (“**Third-Party Claim**”), provided the event of a claim does not arising from an Excluded Event and Customer: (i) notifies this claim immediately to VIACCESS in writing and provide VIACCESS all necessary information for this purpose; (ii) allows VIACCESS to have the sole control of the defense and all power to conduct the procedures, to settle, negotiate or otherwise resolve the said claim; (iii) collaborate with VIACCESS in the defense of this claim; and (iv) does not make any allegation, admission, concession, consent judgement, default judgement or settlement related to the claim or any part thereof. Customer may monitor any such litigation or proceeding at its own expense, using a separate counsel.

25.1.2 This indemnification will not apply if a claim arises from (i) any element, product, service, software, hardware or document of the Customer or of a Third Party Product or a Third Party Service or a connection with or associated with any element, product, service, software, hardware or document of the Customer or of a Third Party Product or a Third Party Service; (ii) non-compliance with specifications, technical information or instructions from the Customer; (iii) modifications made by the Customer or by a third-party; (iv) use by the Customer that does not comply with the purpose of the Solution, the technical specifications, the conditions of use, the recommendations of VIACCESS, or even the provisions of the Agreement (« Excluded Event »).

25.1.3 If an infringement claim is initiated, VIACCESS may, at its sole option and expense, (i) modify or replace all or the alleged infringing part of the Solution so that it is no longer infringing, provided that the modification or replacement does not result in a material change of the Solution, or (ii) provide to the Customer the right to continue using the allegedly infringing part of the Solution; or (iii) remove all or part of the allegedly infringing Solution. In case of removal, the Agreement is partially or totally terminated.

25.1.4 VIACCESS will assume all costs and expenses related to the defense of the Third-Party Claim as well as the damages, liabilities, costs and expenses awarded by final court decision to the third-party claiming infringement or the settlement agreed to by VIACCESS (“Remedies”). Should Customer elects to have its own counsel, all costs and expenses related to this service will not be borne by VIACCESS. This section 25.1 is the exclusive remedy for infringement.

25.2 Indemnification from Customer

Customer shall indemnify and defend and hold harmless VIACCESS and each of its Affiliates, and each of their respective officers, directors, employees, agents, successors and assigns against any third-party claim resulting or arising from any suit, action, proceeding, arbitration, subpoena or claim (“Claim”), which in whole or in part, directly or indirectly, alleged (a) an infringement of intellectual property rights other than the ones referred to in Section 25.1, or (b) an infringement of any third-party rights arising from Customer’s instructions or (c) an infringement of any third-party rights regarding its Customer Content and/or Third-Party Solution or Third-Party Service. VIACCESS will give a written notice of the Claim and will have the right to monitor the progress of the Claim and settle the Claim for the part that concerns VIACCESS or its Solution, at Customer’s expense.

26. Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF GOODWILL.

IN NO EVENT VIACCESS SHALL BE LIABLE FOR ANY ACTION, EVENT ARISING FROM THE PERFORMANCE OF A THIRD-PARTY CONTRACTED BY CUSTOMER OR A SOLUTION IMPOSED BY CUSTOMER OR A VIOLATION OF THE LIMIT OF THE SOLUTION.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT THE AGGREGATED LIABILITY OF VIACCESS AND/OR ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER FOR THE SOLUTION DURING THE TWELVE (12) MONTHS PERIOD PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. NOTWITHSTANDING TO THE FOREGOING, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT THE AGGREGATED LIABILITY OF VIACCESS AND/OR ITS AFFILIATES ARISING OUT OF OR RELATED TO A TRIAL OR TEST ACCOUNT SHALL EXCEED THE HIGHER AMOUNT BETWEEN (I) THE AMOUNT PAID BY CUSTOMER FOR THE TRIAL OR TEST ACCOUNT DURING THE MONTH PRIOR THE CLAIM OR (II) ONE (1) EUROS.

27. Force majeure

Neither Party shall be liable for nor considered in breach of this Agreement due to any failure to perform its obligations as result of a Force Majeure, except for payment obligations. The Party affected by an event of Force Majeure shall notify the other Party of any actual or anticipated delay, use its best efforts to minimize its impact and resume the cause of the Force Majeure. Notwithstanding the foregoing, the Parties shall not be released from any of their other contractual obligations which remain unaffected by the Force Majeure event. If the Force Majeure event continues for a period of ninety (90) days or more, either party may terminate the Agreement by providing written notice to the other Party. Upon termination, neither party shall be liable to the other for any damages or losses arising out of the termination, except for any liabilities that accrued prior to the termination.

28. Hardship

If, at any time during the term of the Agreement, there is a substantial change in business conditions or a substantial change in governmental or other regulations affecting any term of this Agreement or its performance by either Party giving rise to substantial hardship in complying with the term of the Agreement, the Party whose performance suffers such hardship shall notify the other in writing that it wishes to discuss and review the provisions of this Agreement in light of the said change in business conditions. Within fifteen (15) days after receipt of the notice, the Parties shall meet to discuss appropriate means, if any, to help relieve such hardship in a manner equitable to both Parties.

29. Suspension, termination and expiration

29.1 Suspension of the Solution

In the event of late payment by the Customer, VIACCESS may downgrade the operating mode of or suspend the provision of the Solution and/or Services after sending a notice for late payment that has remained without effect for a period of fifteen (15) calendar days. If the late payment situation continues for 90 (ninety) calendar days after sending the notice for late-payment, VIACCESS may terminate the Agreement without any further notice.

29.2 Termination for cause

Either Party may terminate this Agreement by giving notice of termination to the other Party if the other Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach, without prejudice to any damages and interest that may be claimed by the injured Party from the Party in breach.

29.3 Consequence of Termination and Expiration

Upon termination or expiration of the Agreement or upon the expiration or termination of a Commercial Proposal, all licences given ceased. Customer shall: (i) immediately discontinue all use of the Solution and any of VIACCESS Confidential Information; (ii) promptly return to VIACCESS and/or destroy all copies of the Solution, result and VIACCESS Confidential Information (iii) promptly return or give VIACCESS access to retrieve VIACCESS' Material such as the Mother cards (if any) ; (iv) certify that VIACCESS' Material and/or Solution have been deleted, all of the deliverables, including without limitation, all copies of them in its possession or custody or under its control or that of any of its agreed subcontractors even in Customer backups. VIACCESS may perform an audit to verify the discontinuation use of the Solution in accordance with section 24. Expiration or termination of the Agreement or expiration or termination of a Commercial Proposal does not relieve either Party from its payment obligations whatsoever prior to such termination or amounts that may be payable under this Agreement in respect of events occurring prior to such termination or its obligations incurred during the terms.

29.4 Survivance

The provisions of sections 1, 2, 8, 13, 14, 15, 16, 17, 18, 20,, 24, 25, 26 27, 29.3, 29.4, 30,31.3, 31.5 and any section that by its nature are intended to survive this Agreement shall survive five (5) years any expiration or termination of the Agreement or relevant Commercial Proposal or for the duration nature of the relevant obligation.

30. Applicable law - attribution of jurisdiction

The Agreement is governed by the law of France. The Parties have also decided not to apply the United Nations Convention on Contracts of the International Sale of Goods (CVIM) to this Agreement. Any dispute, whether contractual or not, arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall first be settled amicably by the Parties. In the event that the dispute cannot be settled amicably within thirty (30) calendar days of disclosure of the dispute from the receipt date of the registered letter with acknowledgement, exclusive jurisdiction is given to the Commercial Court of Paris (France).

31. General provisions

31.1 Insurance - Each Party declares that it has subscribed or undertakes to subscribe at its own expense and to maintain a valid insurance necessary to cover the risks likely to arise from the performance of the Agreement.

31.2 Invalidity - In the event that certain provisions of the Agreement are inapplicable for any reason whatsoever, including due to an applicable law or regulation, the Parties will remain bound by the other provisions of the Agreement and will endeavour to remedy the clauses inapplicable in the same spirit as that which presided over the Agreement.

31.3 Non-waiver - The fact that a Party does not invoke one or more stipulations of the Agreement cannot in any case imply a waiver by that Party of availing himself of it later.

31.4 Subcontracting – Customer understands and agrees that VIACCESS may subcontract all or any part of the performance of the Agreement. In the event of subcontracting, VIACCESS remains responsible to the Customer for the performance of the Agreement.

31.5 Action delay - Any claim or action related to the performance of the Agreement shall be subject to a limitation of two (2) years from the date on which the cause of claim or action has occurred.

31.6 Modification of the T&C – VIACCESS may at any time, modify the Agreement by giving notice to Customer if the purpose of the modification does not create a material change and/or is aimed at (i) ensuring compliance of the Agreement, with the law and/or requirements imposed by a regulatory authority; (ii) correcting an error; (iii) clarifying some provisions. Such modification does not give Customer a right to termination.

31.7 Assignment - The Agreement, in whole or in part, may not be assigned by Customer without the prior written consent of VIACCESS. VIACCESS may freely assign or concede all or part of the Agreement to one of its Affiliates, a third-party or substitute any Affiliates provided that such Affiliates assume all rights and obligations to the Customer.

31.8 Notification - All notifications under the Agreement shall be made in English and writing sent by courier to the address indicated in the Agreement or sent by electronic transmission with confirmation received, to a representative. For avoidance of doubt, the point of contact in charge of the contract management may be modified, at any time, by email with confirmation received to the point of contact of the other and (b) the technical contact is not deemed as the point of contact for nontechnical notification.

31.9 Commercial reference – Customer agrees that VIACCESS may use and represent Customer's commercial name, its logo (s) and/or distinctive signs, its brand, its service brands and other commercial designations of the Customer for reference in the context of its communication media.

31.10 Feedback - If the Customer, directly or indirectly (including, but without limitation to its users or subscribers) provides Feedback on the Solution, Customer grants to VIACCESS all unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free, transferable and sub-licensable rights, title and interest in and to such Feedback, to use and exploit the Feedback as it wishes, in any manner, for any purpose, and in any territory whatsoever.

31.11 Evidence agreement - The Parties agree to consider the messages received electronically and more generally the electronic documents exchanged between them, as original writings. The Parties agree to keep the electronic documents in such a way that they can constitute reliable copies.

31.12 The meeting clause: From the Effective Date, the Parties agree to meet for a formal meeting at least once (1) a year. The request for the meeting shall be sent one (1) month prior to the end of the anniversary date of the Agreement. The meeting aims to discuss the terms and conditions, more particularly financial conditions.

Should the Parties reach an agreement following the meeting, this agreement shall be formalised by writing.

Exhibit A – Definition

Acceptance Test Plan Content (ATPC) means acceptance test plan which defines the detailed process of the acceptance of Solution and the acceptance criteria applicable to the acceptance test.

Acceptance Test Plan Execution (ATPE) means the acceptance phase intended to verify and validate, by Customer, the proper functioning of a Product or Solution provided by VIACCESS.

Active Attached Device means a Registered Device with a valid first login date (FIRST_LOGIN_DATE in t_terminal table) and a last login date not set or set in the future (LAST_LOGIN_DATE in t_terminal table) regardless of whether such Device uses or not VO SDP.

Active Device means a device that initiates and/or uses a DRM or Player service, at least once during the calendar month.

Active Smartcard means a smartcard initiated or received at least one right during a calendar month.

Active Subscriber means a Subscriber whose status is set as “active” (neither “suspended” nor any other status) in SDP database (t_household table), at least one day during the calendar month, regardless of whether such Subscriber uses or not VO SDP. One Active Subscriber cannot use up to two (2) devices or any other metric that limits his/her rights of use of the Solution unless otherwise defined in the Commercial Proposal. For avoidance of doubt, an Active Subscriber may not be substituted by another Active Subscriber.

Ad Impression means a single request received by the advertising product whether or not an advertisement is served, rendered, displayed, distributed, made available for viewing, viewed completely, or otherwise consumed as well as the distribution mode on an end user’s device.

Affiliate means an entity that is directly or indirectly controlled by, or under common control with a Party through ownership, contract or otherwise. “Control” means that more than fifty percent (50%) of the controlled entity’s shares or ownership interest representing the right to make decisions for such company are owned or controlled, directly or indirectly, by the controlling entity.

Agreement means collectively the contractual documentation listed in Section signed between the Parties

API means application programming interface supplied by which allow the interaction with SaaS Solution, Software and/or Apps.

Applications or Apps means a type of software installed in a computerized device of an End-User.

BtoB Customer Offering means Customer Offering supplied for Subscriber’s business use or to resell Customer Offering by Subscriber, for example but without limitation to a hotel, a shop or an university. For avoidance of doubt, a BtoB Customer Offering excludes Resell Offering.

BtoC Customer Offering means Customer Offering supplied for Subscriber’s personal use. For avoidance of doubt, a BtoC Customer Offering excludes BtoB license and Resell Offering.

Confidential Information means the contents of this Agreement and all corporate, non-personal information disclosed (whether in writing or orally or whether directly or indirectly) by a Party to

the other that: (a) is marked as "Confidential" or otherwise in a manner intended to indicate its confidential nature, or (b) the receiving Party should reasonably understand to be confidential information because of its nature or the circumstances of the disclosure. It includes: (i) information relating to the disclosing Party's products, services, pricing, operations, customers, prospects, technology, know-how, research and development, design rights, trade secrets, market opportunities or business affairs, and (ii) information that is provided by or on behalf of either Party to the other Party relating to additional or modified VIACCESS products or services. For avoidance of doubt, Software, Application, Solution and their documentations are deemed Confidential Information of VIACCESS, even if the absence of "Property" or "Confidential" mark.

Content Key Delivery means one key activation that allows to access to content for playback session.

Commercial Proposal means one or more accepted quotation provided by VIACCESS to Customer which include at least Solutions and the fee for each solution.

Customer means the entity specified in the Commercial Proposal.

Customer Content means entertainment content, text, messages, materials, files, data, and other information stored in, or processed by, the Solution from the Customer, its end users, or any third parties, and/or generated by the Solution from such content.

Customer Offering means the TV or digital content service offer developed and commercialized by Customer and provided by Customer, whether paid or free, to Subscribers within the Territory.

DPA means the data processing agreement relating to the processing of personal data for the performance of the Agreement and signed by VIACCESS as processor and Customer as Controller.

Effective Date has the meaning defined in the Commercial Proposal.

End-User(s) means a natural person who subscribes a Customer offering or a natural person who subscribes a Customer offering through a Customer's partner.

Feature means any facultative feature associated to a solution subscribed by Customer.

Feedback means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer including designs, plans, or specifications, improvements, works or other material to be included in, or used to modify the Solution, documentation, product or any other solution.

Force Majeure means any event or circumstance beyond the reasonable control of that Party (or VIACCESS's subcontractors) and which hinders the proper performance of such Party's obligations hereunder including but without limitation act of god, fires, storms, lightning, strikes, lockdown, floods, tremors earthquakes, epidemics, attacks, explosions, wars, military operations or civil unrest, blockages of means of transport or supply, interruption of energy supply, computer viruses, phenomena of electrical and electromagnetic origins which disrupt mobile networks, any legislative or regulatory restriction on the provision of a service and any decision by a public authority not attributable to VIACCESS and preventing the provision of a Solution, in particular those relating to trade imposed by a body or a national or international authority, as well as any modifications thereof, any legislative or regulatory related to international trade sanctions and in

general events that required the application of local or national plans to maintain the continuity of telecommunications services.

FRS means the Functional Request Specification of a product.

Hardware means tangible hardware or device of a third supplier purchased by Customer through VIACCESS and specified in a Commercial Proposal.

Infrastructure or **IT System** means a formal organizational system under Company control composed by components, technologies, software and any other elements owned or controlled by Company and third parties' material designed to collect process store and distribute information.

Intellectual Property Rights means all intellectual property rights, regardless of form, throughout the world, including but not limited to: (a) invention, discovery, patents, utility model rights, and algorithm (b) computer programs, operating systems, applications, e and other code, including all source code, object code, binary, application programming interfaces, data files, protocols, specifications, (c) published and unpublished works of authorship, copyrights and moral rights, (d) trademarks, design rights (registered or otherwise), and other rights in designations of source or origin together, (e) database rights, (e) trade secrets, and (f) methods, processes, applications, registrations, and renewals for, and all associated rights with respect to, any of the foregoing in any part of the world.

Kick-Off Meeting means the first meeting with the Project team to communicate details of the Project.

Limited Technical Support means a technical support limited to security patches that exclude evolutive maintenance of example and the suspension of the SLA.

Party or **Parties** means individually or collectively VIACCESS or Customer.

Personal Data means personal data as defined in the General Data Protection Regulation (EU) 2016/679 (GDPR).

Playback Request means any playback start request received by the relevant product.

Product means a product as such SaaS Solution, Software, Apps, or service part of the Solution that can be commercialized solely by VIACCESS

Professional Services means any specific service performed by VIACCESS for the Customer in relation with the Solution such as but not limited to installation, activation, training, configuration, development, integration, customization of the Solution.

Project has defined in the Commercial Proposal, if any

Project Manager means VIACCESS employee or subcontractor who manages and follows the planning and execution of the Project from Kick-off to the signature of the ATP.

Purchase Order or Order means any order issued by Customer which accepts the last version of the Commercial Proposal of VIACCESS within in the limit of its validity period.

QA means qualifications of all or part of the Solution.

Quantity(ies) means the amount of the current consumption for each Service, Product and/or bundle based on the Metric of said Service, Product and/or bundle..

Registered Device means a device registered to an Active Subscriber in SDP database (with a unique G_ID in t_terminal table) regardless of whether such device uses or not VO SDP.

Service means maintenance, support technique et/ou Professional Service.

SLA means the service level agreement for the Solution signed by both Parties.

Solution means one or more Product, Services and/or Professional Services provided by VIACCESS and identified in the Commercial Proposal and the relevant API, if any. The Solution is based on one or more of VIACCESS' product(s) and adapted to work into Customer's environment.

SaaS Solution means a proprietary software or controlled software provided by VIACCESS as a service, a Feature (if any), its improvement and its Update.

Software means computer programs licensed or sublicensed by VIACCESS and on premise (including but not limited to IT system owned by Customer, private or public cloud tenant named for example Cloud based solution controlled/managed directly or indirectly) or on devices, its Features and its improvement and its Update.

SOW or Statement of Work means one or more statement of work, signed by both Parties, that describes the scope, technical conditions, forecast schedule, responsibility matrix (RACI) for Services. Each SOW is incorporated into this Agreement for reference once signed by both Parties.

Subscriber(s) means (i) a natural person or entity who subscribes to a paid or free from Customer's offering embedding one or more VO product or service or (ii) a natural person or entity identified by a unique identifier that interacts with a VO product or service, either directly or via a third party.

Territory means the country(ies) set forth in the Commercial Proposal.

Test Account has the meaning defined in section 11 of T&C.

Third Party Service means a service purchases by Customer through a third-party in connection with the Solution, Professional Services and/or Services.

Third Party Solution means any solution, such as a software, an API, software as a service, hardware, device or service such as integration service, storage purchased by Customer through a party and interconnected with the Solution.

Trial has the meaning defined in section 10 of T&C.

Trial Duration has the meaning defined in section 10 of T&C.

Update means fixes, modifications or enhancements or their derivatives made available by Viaccess either as general releases or service releases (such as workarounds, patches, bug fixes, beta fixes and beta builds for standard and customized Software).

Upgrade means new versions of the Software that are sold under a separate version number or name or that otherwise provide significant new features or functionality including adaptation for customized Software.

VIACCESS' Material means any sensitive material tangible or intangible, cryptographic algorithms, computer programs, software service, data information or hardware property of VIACCESS and located in Customer's site or a site controlled by Customer.

VIACCESS Supplemental terms means VIACCESS terms and conditions that derogate from T&C.