

IMPERTO Terms and Conditions

These IMPERTO Terms and Conditions (together with all Orders and Statements of Work, the “**Terms**”), are by and between the Irdeto legal entity set forth in the applicable Order or Statement of Work (“**Irdeto**”) and the other legal entity identified in the applicable Order or Statement of Work (“**Company**”). These Terms are effective as of the date of acceptance of the applicable Order or Statement of Work (“**Effective Date**”).

1. Definitions and interpretation.

In these Terms,

- 1.1. section headings are inserted for convenience only and shall not be used in the interpretation of associated text;
- 1.2. unless the context clearly indicates a contrary intention, an expression which denotes a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

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| Affiliate | Means, in relation to a party, any entity which directly or indirectly: (i) is controlled by that party in fifty percent (50%) or more; (ii) controls that party; or (iii) is under common control with that party. |
| Authorized Sublicensee | Means an entity that is subject to a Rental Agreement with Company. |
| Company Data | Means all End User records and data received from Company, Company’s End Users, Authorized Sublicensees, or Authorized Sublicensee’s End Users. |
| Company Equipment | Means a piece of equipment (e.g., excavator, platform), which is owned or leased by Company. |
| Confidential Information | Means any material or information disclosed by either party to the other party either directly or indirectly, in writing, orally, by copies or by inspection of tangible objects, including material or information relating to such party’s research, development, know-how, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information or trade secrets, which may be designated as “confidential,” “proprietary” or some similar designation, or information the confidential or proprietary nature of which is reasonably apparent under the circumstances. For the avoidance of doubt, the IMPERTO Solution and its accompanying Documentation are the Confidential Information of Irdeto. A party’s Confidential Information does not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party’s lawful possession prior to the disclosure and was not obtained by the receiving party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; and/or (iv) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information. |
| Data Protection Laws | Means any law applicable to the collection, storage, use, disclosure, or other processing of Personal Data, as may be updated or amended, including the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder (“ CCPA ”), and the General Data Protection Regulation (EU) 2016/679 (“ GDPR ”). |
| Documentation | Means all documentation for the IMPERTO Solution, in hardcopy, electronic or other form, which are labeled as “Official Product Documentation” and provided by Irdeto to Company as a reference for the operating features and functionality of the same, as they may be updated by Irdeto from time-to-time. |
| Embedded Software | Means the software within the IMPERTO Hardware, and all Updates thereto. |
| End User | Means an individual or entity that is authorized by Company or an Authorized Sublicensee, to use the IMPERTO Mobile App to access the IMPERTO Platform. |

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| Excluded License | Means any license that requires the software that is subject to such license or that any other software combined, linked, and/or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) referenced by explicit notice within all copies or copies of substantial portions thereof. Excluded Licenses include all licenses that are defined as OSI (Open Source Initiative) licenses as listed on the open source.org website at www.opensource.org (or any successor site). |
| Excluded Territories | Mean any territory or country subject to the applicable EU or US sanctions, embargoes or other export control restrictions. |
| Fee(s) | Mean any and all fees set forth in an Order. |
| IMPERTO Hardware | Means the hardware provided by Irdeto to Company, to be affixed and wired by Company to the Company Equipment in accordance with the Documentation. References to the IMPERTO Hardware mean the IMPERTO Hardware designated in the applicable Order. |
| IMPERTO Mobile App | Means the object code form of the iOS and Android applications made available by Irdeto for use with the IMPERTO Platform, including all Updates thereto. |
| IMPERTO Platform | Means the SaaS platform made available by Irdeto to Customer and its Authorized Sublicensees, for Customer and its Authorized Sublicensees to use to manage Company Equipment, including all Updates thereto. |
| IMPERTO Solution | Means the IMPERTO Platform, IMPERTO Mobile App, IMPERTO Hardware, and Documentation. References to the IMPERTO Solution mean the IMPERTO Solution as a whole, as well as each of its individual components. |
| Maintenance and Support Services | Means the services set forth in Annex B hereto. |
| Manufacturer | Means any third party manufacturer and supplier of IMPERTO Hardware, which is subject to an agreement with Irdeto for the supply of such hardware. |
| New Product | Means an Irdeto product or service that is marketed as a separate and discrete product to the IMPERTO Solution. |
| Order | Means the relevant Irdeto IMPERTO Order Form document that incorporates these Terms by reference, has been fully executed by the parties, and describes in greater detail the IMPERTO Solution to be provided by Irdeto to Company. |
| Personal Data | Means any information that identifies, relates to, or could reasonably be linked with a person or household. |
| Professional Services | Means any development, configuration, integration, implementation or customization services related to the IMPERTO Solution, as further set forth in a Statement of Work. |
| Rental Agreement | Means a binding agreement between Company and another entity, relating to such entity's rental of Company Equipment from Company. |
| Services | Means Professional Services and Maintenance and Support Services. |
| Statement of Work | Means a document that incorporates these Terms by reference, has been fully executed by the parties, and describes in greater detail the applicable Professional Services (or other conditions relating to implementing the IMPERTO Solution). |
| Third-Party Software | Means any software that is not proprietary to Irdeto. |

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| <p>Update</p> | <p>Means a modification the IMPERTO Platform, IMPERTO Mobile Application, and/or accompanying Documentation that is intended to: (i) provide a Permanent Solution to address a given Error; (ii) fix a bug or other such issue; (iii) implement minor changes and/or additions to support new releases of operating systems with which the IMPERTO Mobile App is designed to operate; and/or (iv) provide other incidental updates or incorporate minor new features and minor enhancements. Updates are generally identified by a change in the version number to the right of the decimal point, e.g., from 1.1 to 1.2.</p> |
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2. License Scope and Grant.

2.1. **License Scope.** The applicable Order sets forth the elements of the IMPERTO Solution which are licensed to Company, and also sets forth any other additional pertinent terms and conditions applicable to Company’s use of those elements. For the avoidance of doubt and without limitation, the licenses granted to Company are only for the duration of the applicable Order, and no licenses are granted to Company for use: (i) within the Excluded Territories; or (ii) for any person or entity other than End Users.

2.2. **License Grant.** Subject to the restrictions set forth in Sections 2.3 and 2.4, and subject to Company paying the applicable Fees, Irdeto hereby grants to Company a revocable, non-exclusive, non-transferable, non-assignable, limited license and only within the Licensed Territory (as defined in the applicable Order) to:

- 2.2.1 install IMPERTO Hardware on Company Equipment;
- 2.2.2 execute the Embedded Software, solely on the unit of IMPERTO Hardware on which it was delivered to Company;
- 2.2.3 access and use the IMPERTO Platform, solely via the interfaces made available by Irdeto (e.g., Web-based portal, API); and
- 2.2.4 and make a reasonable number of copies of the Documentation as necessary to support Company’s and its Authorized Sublicensee’s use of IMPERTO.

This license is only in furtherance of Company renting Company Equipment to Authorized Sublicensees.

2.3. Additional License Requirements.

2.3.1 **Authorized Sublicenses.** Except as permitted in this Section 2.3.1, the licenses granted by Irdeto to Company are not sub-licensable. Company may sublicense the rights in Sections 2.2.1, 2.2.2, and 2.2.3, only to Authorized Sublicensees who are subject to a Rental Agreement containing terms that are no less protective of Irdeto and the IMPERTO Solution as those contained in these Terms. In addition, the Rental Agreement shall disclaim all warranties and liability of Irdeto relating to the IMPERTO Solution and the Company Equipment to the maximum extent permitted by law. Such disclaimer does not need to reference Irdeto by name, and may, for example, make a generic reference to Company’s vendors or services providers. Company warrants to Irdeto that each Authorized Sublicensee will comply with its obligations under such Rental Agreement in connection with the use of the IMPERTO Solution. Company will be fully responsible and liable for all of the acts or omissions of any Authorized Sublicensee, and Company further agrees that any act or omission by any such Authorized Sublicensee that would constitute a breach of these Terms if committed by Company, is a breach by Company.

2.3.2 **Enforcement.** Company shall be solely liable and responsible for enforcing: (i) the Rental Agreement; and (ii) any other applicable agreements Company may implement with its End Users and any Authorized Sublicensees, as may be required under these Terms. However, if Company determines that an End User or an Authorized Sublicensee has breached any applicable agreement (including the End User agreement and/or the Rental Agreement) in any manner with respect to any portion of the IMPERTO Solution (including any copyrights or other intellectual property rights in respect of the same), Company shall promptly notify Irdeto in writing and, at Company’s expense, Company shall enforce such agreements in a timely manner to protect any such software and intellectual property rights (and/or prevent further violation of such agreements or software) under such agreements. Irdeto reserves the right, in its sole discretion, to immediately revoke an End User’s and/or Authorized Sublicensee’s access to the IMPERTO Solution, should a suspected or actual breach occur, to be determined at Irdeto’s sole discretion.

2.3.3 **Third-Party Licenses.** Irdeto shall have the right, in its sole discretion, to designate and/or change which third party it uses to host the IMPERTO Platform. Company acknowledges that, as of the Effective Date, Amazon Web Services (“AWS”) is the hosting provider for the IMPERTO Platform, and Company shall comply at all times with AWS’ “Acceptable Use Policy” at: <http://aws.amazon.com/aup>. If Irdeto gives Company notice that Irdeto has changed the hosting provider and a new “Acceptable Use Policy” applies, then after receipt of such notice Company shall comply at all times with such new policy. In addition to any other rights and remedies available to Irdeto, Irdeto reserves the right to immediately suspend Company’s access to and use of the IMPERTO Solution, without liability, should Company breach this Section 2.

2.3.4 **Miscellaneous Requirements.** Company shall: (i) immediately notify Irdeto upon learning of any unauthorized use of the IMPERTO Solution, in part or whole, and of any bugs, Errors or security breaches in respect of the IMPERTO Solution or any system or network operating or running any portion thereof; (ii) supervise and control the use of the IMPERTO Solution by its employees, agents and contractors to ensure their compliance with these Terms; and (iii) be fully responsible for any breach of these Terms by its employees, personnel, agents, contractors, Authorized Sublicensees and End Users.

2.4 **General Further Obligations.**

All rights not expressly granted in these Terms are reserved by Irdeto and its licensors, and except for the express licenses granted in these Terms, no other licenses are granted in these Terms. Unless otherwise expressly set forth in these Terms, Company agrees that it shall not, and shall not permit any employee or a third party to:

- 2.4.1 remove, obscure, or alter any copyright and/or other proprietary notices contained on or in the IMPERTO Solution and shall reproduce all such notices on all copies it makes;
- 2.4.2 sublease, sub-license, lease, assign, sell, resell, loan, license, re-license, distribute, rent, export, re-export, permit concurrent use of or grant any other rights in or to the IMPERTO Solution, except to the extent expressly permitted in these Terms or the applicable Order;
- 2.4.3 provide use of the IMPERTO Solution as part of Company's provision of a computer service business, third-party outsourcing facility or service, service bureau arrangement, or network, rental or time-sharing arrangement;
- 2.4.4 translate, modify, adapt, reverse engineer, create derivative works, decompile, merge, separate or disassemble the IMPERTO Solution or otherwise attempt to discover the source code for the IMPERTO Solution, except to the extent this restriction is not enforceable under applicable law, and in such instance, Company shall only be permitted to conduct such activities after first requesting the necessary information from Irdeto and Irdeto has failed to make such information available within a reasonable period of time, and then only to the extent required to achieve interoperability with the IMPERTO Solution;
- 2.4.5 use, combine, link to or distribute the IMPERTO Solution in any manner that would cause the IMPERTO Solution, or components of the foregoing, to become subject to any of the terms of an Excluded License;
- 2.4.6 copy, share, and/or disseminate any Irdeto encryption key(s) or authentication mechanisms (such as tokens);
- 2.4.7 export the IMPERTO Solution into the Excluded Territories;
- 2.4.8 release the results of any testing or benchmarking of the IMPERTO Solution without Irdeto's prior written consent;
- 2.4.9 use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the IMPERTO Solution, including any virus, worm, Trojan Horse or any other contaminating or destructive programs or routines;
- 2.4.10 use the IMPERTO Solution or Irdeto Confidential Information to create any software or service which is substantially similar the IMPERTO Solution.

2.5 **Exclusions.** The license rights granted in these Terms do not extend to New Products developed by Irdeto. New Products will be designated as such by Irdeto, separately priced by Irdeto and will be subject to a separate licensing agreement between the parties. In the event of a dispute as to whether a product is a New Product on the one hand or an Update on the other, Irdeto's opinion shall prevail provided it treats Company in the same manner it treats its other licensees generally.

2.6 **Excluded Licenses.** Notwithstanding anything to the contrary in these Terms, software that is subject to an Excluded License: (i) is subject to the terms and condition in the Excluded License and not these Terms; (ii) is not subject to the terms and condition in these Terms; and (iii) is licensed to Company pursuant to the terms and conditions in the Excluded License. In the event of a conflict between the terms and conditions in Sections 2.3 and 2.4 and any third-party license agreement governing the use of any Third-Party Software or third-party hosting services, the terms and conditions of such third-party license agreement shall control.

2.7 **Risk of Loss.** Company is responsible for, and Irdeto has no liability with respect to, any damage to, or loss of, IMPERTO Hardware caused by Company's or End Users' acts or omissions or noncompliance with these Terms, or by fire, water, theft, or casualty or any similar event ("**Hardware Loss**"). Company will insure all IMPERTO Hardware against Hardware Loss, in an amount not less than the full cost of replacement, and provide proof of insurance to Irdeto on request.

3 Company's Data.

- 3.1 **Ownership.** Irdeto acknowledges and agrees that, as between the parties, all Company Data that is provided to Irdeto in connection with the IMPERTO Solution at all times remains Company's property or the property of Company's licensors.
- 3.2 **Limited License Grant to Irdeto.** Company hereby grants to Irdeto the non-exclusive, royalty-free, worldwide right and license, during the Term, to reproduce, store, distribute, transit, use and/or display Company Data to the extent necessary to perform Irdeto's obligations under these Terms.
- 3.3 **Data Aggregation.** Irdeto shall treat all Company Data received from Company as Company's Confidential Information. Notwithstanding the foregoing, however, Irdeto may: (i) utilize data capture and analysis tools to extract, compile, synthesize and analyze "blind" data (that is, expressly excluding any Personal Data)) concerning the IMPERTO Solution or Services; and (ii) use and disclose such data in the aggregate, provided that Irdeto does not disclose such data in a manner that identifies Company or an Authorized Sublicensee.
- 3.4 **Limited Feedback License.** Company hereby grants to Irdeto, at no charge, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license under Company's intellectual property rights in and to any and all suggestions, comments and other forms of feedback ("**Feedback**") that Company may convey regarding or relating to the IMPERTO Solution or any Service, including any Feedback regarding features, usability and use, and bug reports. The foregoing license grant in and to the Feedback includes the right for Irdeto to reproduce, perform, display, create derivative works of the Feedback, and distribute such Feedback and/or derivative works thereof. It is acknowledged that Feedback is provided "as-is," without any warranty of any kind. The fact that a given piece of Feedback was provided by Company, is Company's Confidential Information.

4 Intellectual Property Rights.

- 4.1 **Ownership.** Company acknowledges and agrees that Irdeto and its licensors are and shall continue to be the owner of all rights, titles and interests (including all patents, copyrights and other intellectual property rights) in and to the IMPERTO Solution, Services (e.g., processes and methodologies), and any modifications, improvements and/or derivatives thereof ("**Improvements**"). To the extent, if any, that ownership in such Improvements does not automatically vest in Irdeto, Company agrees to transfer and assign, and hereby does transfer and assign to Irdeto all rights, titles and interests which Company may have in and to such Improvements, and further agrees that it shall take all reasonable actions to confirm or effect such transfer, at Irdeto's request and expense.
- 4.2 Irdeto may develop and distribute various products, technologies and services which may be similar or even identical to the products and/or services licensed under these Terms. Irdeto shall not be prevented from developing, creating, marketing, licensing, sub-licensing, distributing or otherwise disposing of or dealing with such products, services or technologies, regardless of their similarity to the products and/or services licensed under these Terms.

5 Suspension.

Irdeto may, without liability to Company, suspend access to the IMPERTO Solution or performance of Services, if suspension is necessary to prevent Irdeto, the IMPERTO Solution, Company, End Users, or third parties from imminent and material harm. Irdeto will notify Company within a reasonable time after starting the suspension, and each party will keep the other party reasonably apprised of the efforts to correct the grounds for suspension. Any such suspension will end, and respective services and usage shall recommence, at such time as the grounds for suspension is corrected.

6 Confidentiality and Privacy.

- 6.1 **Confidentiality.** Each party shall treat as confidential all Confidential Information of the other party, which means that it shall not use such Confidential Information except to exercise its rights and perform its obligations under these Terms, and it shall not disclose such Confidential Information to any third party (other than employees, any employees of any Affiliates, and professional advisers with a need to know, in all cases provided such employees and advisers are bound by confidentiality terms no less protective than the terms in these Terms), and, and it shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of similar importance. Each party shall promptly notify the other of any misuse or unauthorized disclosure of the other party's Confidential Information of which it is aware. The recipient may disclose Confidential Information: (i) as expressly permitted in writing by the discloser; (ii) as necessary to enforce these Terms; or (iii) pursuant to an order or requirement of a court, administrative agency, or other governmental body, provided that recipient provides prompt, advance written notice thereof (unless such notice is prohibited by law) to discloser, and cooperates with discloser's attempts to seek a protective order or other similar relief, such cooperation to be at the discloser's request and expense.
- 6.2 **Privacy.** Each party's processing of Personal Data pursuant to this Agreement will comply with Annex A "Data Processing Agreement."

7 Publicity.

The parties acknowledge and agree that: (i) Irdeto may disclose Company as a customer of Irdeto and may use Company's name and logo in Irdeto's marketing materials and on Irdeto's website, with the understanding that Irdeto shall, at all times adhere to Company's written trademark usage policies that may be provided to Irdeto; (ii) neither party shall disclose, advertise, or publish the terms and conditions of these Terms, without the prior written consent of the other party; and (iii) subject to the prior review and written approval of both parties, which approval shall not be unreasonably withheld, either party may issue press release(s) or publication regarding these Terms.

8 Payment, Taxes, and Shipment.

8.1 **Payment.** Unless otherwise set forth in the applicable Order, all Fees shall be paid to the bank account indicated by Irdeto and shall be paid and received by Irdeto in cleared funds within thirty (30) days following the invoice date. The Hardware Fee will be invoiced prior to shipment. Company explicitly agrees that Irdeto may email invoices to Company in PDF format to a Company provided email address and shall be deemed received by Company the same day. Company shall pay all Fees due to Irdeto under these Terms without any set-off, counterclaim and/or any other deductions or withholding of monies. Any and all Fees exclude travel, accommodation and incidental expenses, which shall be charged back at cost to the Company. The Hardware Fee may be adjusted with prior written notice to Company once per calendar year following the Effective Date, provided, however, that such adjustment shall not apply to any previously ordered IMPERTO Hardware units. All Fees paid to Irdeto are non-refundable, unless otherwise expressly provided in the Terms.

8.2 **Late Payments and Price Adjustments.** Notwithstanding any other rights of Irdeto, in the event of late payment by Company, Irdeto shall be entitled to interest on the amount owing but unpaid at an annual rate equal to three percent (3%) per month compounded daily (or the highest interest rate permitted by applicable law) from the date due until paid in full. Further, Irdeto may suspend and/or refrain from fulfilling any new purchase orders and unfulfilled deliveries of IMPERTO Hardware under the Terms if the Company is delayed with a payment to Irdeto, until such time as the payment is received. Irdeto reserves the right to adjust the applicable Fees annually on April 1. This shall be done on a basis of the relevant consumer price index which affects Irdeto's business and other cost indices relevant to the industry sector in which Irdeto operates.

8.3 **Taxes.** The Fees are exclusive of all taxes. Company agrees to pay and/or reimburse Irdeto all amounts payable to Irdeto under these Terms without set off and without deduction for any taxes ("**Deduction**"). All such taxes (exclusive of any taxes based upon Irdeto's income) shall be assumed by and paid for by Company, regardless of whether such taxes are included in any invoice sent to Company by Irdeto. Accordingly, if Company is at any time required by any applicable law to make a Deduction from any payment or reimbursement due to Irdeto under these Terms, then the amount due by Company to Irdeto shall be increased by such amount as will result, notwithstanding the making of such Deduction, in Irdeto's receipt ultimately on the due date for payment of the amount that Irdeto would have received if Company had not been required to make such Deduction.

8.4 **Withholding.** If Company is required by law to make any withholding from any sum payable under these Terms, Company shall send notice to Irdeto at least thirty (30) days prior to the payment due date, detailing the payment amount due. Company shall provide Irdeto with a copy of the completed certificate of withholding and/or any other document issued by the relevant tax authority demonstrating any payment of withholding taxes, within thirty (30) days after making such payment. Company shall not make any withholding for liabilities arising from acts or omissions including, without limitation, late or incorrect withholding amounts.

8.5 Shipment, Forecast, Lead Time.

8.5.1 **Shipment.** The IMPERTO Hardware delivery shall be made Ex Works Hoofddorp (Incoterms 2020). Shipping costs, including freight charges, export duties, taxes and customs fees shall be the responsibility of Company. Irdeto may charge the Company separately for surcharges and fees for non-delivered IMPERTO Hardware, such as but not limited to, orders with a volume less than any minimum purchase order quantity, express delivery, return and sub-component price increases in the event of alterations in rates of exchange, variations in costs of materials, changes in custom duties, changes in wages, state requisitions or similar conditions over which Irdeto has no or limited control.

8.5.2 **Forecast.** Unless otherwise agreed in an Order, Company shall submit to Irdeto a binding forecast for twelve (12) months, indicating the quantity of the IMPERTO Hardware units to be delivered in that period (the "**Forecast**"). An updated Forecast shall be submitted to Irdeto within the first week of each calendar month following the Effective Date. The Forecast shall account for the applicable Lead Times set out above. Notwithstanding the foregoing, Irdeto is not obliged to accept any increase in a Forecast if the Manufacturer is not able to supply the increased number of materials and components required to meet the Forecast.

8.5.3 **Lead Time.** The IMPERTO Hardware shall be delivered with a Lead Time of twelve (12) weeks from the purchase order acceptance. For the purpose of the Agreement, the "**Lead Time**" shall mean the time from Irdeto's confirmation of a purchase order until delivery.

9 Warranties and Disclaimer of Warranties.

9.1 Irdeto Warranties. Irdeto warrants to Company that:

9.1.1 **IMPERTO Hardware.** Each unit of IMPERTO Hardware shall, during the twelve (12) month period following delivery of the applicable IMPERTO Hardware Unit (hereinafter "**Hardware Warranty Period**") be free of manufacturing defects. If during the Hardware Warranty Period:

- (i) Irdeto is immediately, upon Company's receipt of the IMPERTO Hardware Unit, notified in writing by the Company upon discovery of any visual transportation damage, any discrepancies in unit quantity or identity and/or of any manufacturing defect in the IMPERTO Hardware, including a detailed description of such defect;
- (ii) using the pre-paid shipping label provided by Irdeto, the defective IMPERTO Hardware is returned to Irdeto;
- (iii) any such return is acknowledged in writing by Irdeto; and
- (iv) examination of such IMPERTO Hardware by Irdeto reveals that it contains a manufacturing defect, then at Irdeto's sole discretion, Irdeto shall either: (i) issue a credit to Company for the replacement cost of the IMPERTO Hardware Unit; or (ii) replace the defective IMPERTO Hardware unit.

Any replacement shall be subject to Company pre-paying shipping, freight costs and any other additional costs and shall be subject to Company complying with specific instructions provided by Irdeto. Any rights of the Company due to IMPERTO Hardware having a manufacturing defect shall be subject to the Company making a warranty claim in writing to Irdeto upon discovery of any such defect as set out in this Section. Each warranty claim shall include the following information: product serial number, the Company's contact person, the Company's reference number, detailed description of defect (if applicable pictures, records, measurements), complaint type (line reject or field reject), running hours of the IMPERTO Hardware unit, identification number of the equipment on which IMPERTO Hardware unit has been installed. If the warranty claim is incomplete, Irdeto shall be entitled to deem it invalid. The risk during transportation is always at the Company if the warranty claim is rightfully rejected by Irdeto. Irdeto is entitled to compensation of the cost related to handling of rightfully rejected warranty claims. If Irdeto determines that the unit of IMPERTO Hardware does not contain a manufacturing defect, then Irdeto will, on Company's request, either:

- (i) return the unit of IMPERTO Hardware to Company; or
- (ii) provide a new unit of IMPERTO Hardware to Company

subject to Company paying for the unit, in either case pursuant to shipping pre-paid by Company.

THE REMEDY SET FORTH IN THIS SECTION SHALL BE COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY IN THIS SECTION. THIS WARRANTY SHALL NOT APPLY TO DEFECTS CAUSED BY ACCIDENT, MISUSE, NEGLIGENCE, IMPROPER INSTALLATION, IMPROPER TESTING, REPAIR OR ALTERATION BY ANYONE OTHER THAN IRDETO, OR ANY USE CONTRARY TO THE INSTRUCTIONS ISSUED BY IRDETO.

9.1.2 **Viruses.** Irdeto has used commercially reasonable efforts consistent with industry practice to determine whether the IMPERTO Platform or Embedded Software, at the time of delivery to Company, contains any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("**Viruses**"). In the event of any Virus or Viruses occurring in respect of the IMPERTO Platform or Embedded Software, Irdeto shall use commercially reasonable endeavors to remedy any such Virus. Irdeto shall not have any responsibility for remedying any Virus which is introduced post-delivery of the IMPERTO Platform or Embedded Software.

9.1.3 **Professional Services.** Irdeto will perform all Professional Services, in accordance with the requirements set forth in the applicable Statement of Work, and if no requirements are set forth therein, then in a good and workmanlike manner, using the degree of skill, care, and judgment consistent with customarily accepted good business practices. In the event of a material breach of the foregoing warranty, Company must notify Irdeto of the breach in writing within thirty (30) days after the completion of the applicable Professional Services, and Irdeto will use commercially reasonable efforts to re-perform such applicable Professional Services at no additional cost to Company; provided, however, that Irdeto shall not be responsible for re-performing any such Professional Services if the reason for any delay or other alleged breach in performance was caused by Company's delay, failure to provide access or materials as required, or other actions which frustrated Irdeto's ability to render such Professional Services as contemplated in the applicable Statement of Work. For avoidance of doubt, the warranties set forth in this Section 9 do not apply to the functioning of IMPERTO Solution. THE FOREGOING WILL BE COMPANY'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SUCH BREACH OF THE FOREGOING WARRANTY.

9.1.4 **Third-Party Software.** All Third-Party Software and/or third-party hosting services (e.g. AWS) are warranted solely by the manufacturers or owners thereof, and then solely to the extent, if any, such manufacturers or owners provide any warranty directly to Company. Irdeto makes no warranties (express

or implied) regarding the Third-Party Software or any services offered by a third-party hosting provider. However, Irdeto will provide reasonable assistance to Company in making claims on such warranties and will pass through any warranties granted to Irdeto, to the extent permitted under the agreement between Irdeto and such third parties.

9.1.5 **Disclaimer of Warranties.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IRDETO DOES NOT REPRESENT OR WARRANT THAT THE IMPERTO SOLUTION OR THE SERVICES SHALL OPERATE UNINTERRUPTED OR THAT THE IMPERTO SOLUTION OR SERVICES SHALL BE FREE FROM ALL DEFECTS OR ERRORS OR THAT THE FEATURES, FUNCTIONS, AND APPLICATIONS CONTAINED IN THE IMPERTO SOLUTION OR SERVICES ARE DESIGNED TO OR WILL MEET ALL OF COMPANY'S BUSINESS REQUIREMENTS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9 (IRDETO WARRANTIES), IRDETO DISCLAIMS ALL OTHER REPRESENTATIONS AND/OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING UNDER USAGE OF TRADE OR COURSE OF DEALING, NON-INFRINGEMENT AND TITLE REGARDING OR RELATING TO THE IMPERTO SOLUTION OR ANY SERVICES FURNISHED OR PROVIDED TO COMPANY UNDER THESE TERMS. COMPANY ACKNOWLEDGES AND AGREES THAT ANY IRDETO PROVIDED REQUIRED THIRD-PARTY SOFTWARE, OPEN SOURCE SOFTWARE (I.E., SOFTWARE THAT IS THE SUBJECT OF AN EXCLUDED LICENSE) AND ANY OTHER THIRD-PARTY SOFTWARE IS PROVIDED "AS-IS," AND IRDETO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE REGARDING OR RELATING TO ANY SUCH IRDETO PROVIDED REQUIRED THIRD-PARTY SOFTWARE, OPEN SOURCE SOFTWARE OR ANY THIRD-PARTY SOFTWARE.

9.1.6 The Company acknowledges and agrees that Irdeto is neither the creator, manufacturer nor the producer of IMPERTO Hardware. Irdeto can only be held to perform its obligations with regard to the IMPERTO Hardware to the Company, in as far as the Manufacturer performs its obligations with regard to the testing, production and delivery of IMPERTO Hardware to Irdeto under the Manufacturer's agreement with Irdeto. Irdeto will only be liable to the Company for any claim relating Irdeto's obligations for the IMPERTO Hardware in so far as the Manufacturer is liable to Irdeto for such claim.

9.2 **Company Warranties.** Company represents and warrants that:

9.2.1 **Licenses.** Each Authorized Sublicensee renting Company Equipment from Company has all licenses, certificates, and permits that are required by law to operate such Company Equipment;

9.2.2 **Disposal.** Company's or an Authorized Sublicensee's disposal of any IMPERTO Hardware will comply with all applicable e-waste laws.

9.2.3 **Equipment Warranty.** Company has reviewed the warranty for each piece of Company Equipment on which it installs IMPERTO Hardware and understands the effect that installing IMPERTO Hardware will have on such warranty.

9.2.4 **Company Data.** Company currently has all necessary rights to Company Data for the use set forth or contemplated herein, and Company is in compliance with all applicable agreements and policies and all laws, rules, regulations, orders and directives enacted within the applicable jurisdiction or issued from time-to-time by any competent regulatory authority within the applicable territory with respect to Company Data, including all applicable data privacy laws. Company represents and warrants that performance under these Terms will not result in any non-compliance of any of the foregoing. Without limiting the generality of this Section 9.2.4: (a) Company shall create and maintain a document that accurately describes Company's processing of Personal Data through the IMPERTO Solution, including the IMPERTO Mobile App ("**Company Privacy Policy**"); (b) Company shall comply with the Company Privacy Policy and ensure that the Company Privacy Policy complies with Data Protection Laws; (c) to the extent required by Data Protection Law, Company shall ensure that each End User accepts the Company Privacy Policy prior to accessing the IMPERTO Mobile App; and (d) Company shall ensure that the Company Privacy Policy is reasonably accessible to each End User throughout the Term.

9.2.5 **Compliance with Laws.** Company represents and warrants that in the performance of its obligations under these Terms that it (i) shall be in compliance with all applicable laws, rules, regulations, orders and directions enacted within the applicable jurisdiction or issued from time-to-time by any competent regulatory authority within the applicable territory; and (ii) will not contravene any applicable export and import control laws and regulations, and Company shall not, either directly or indirectly, export or re-export any information or technical data (including Embedded Software) provided by Irdeto to the Excluded Territories.

9.2.6 **Export Control and Restricted Use.** Prior to placing any purchase order for IMPERTO Hardware, the Company shall review and guarantee by appropriate measures that:

9.2.6.1 there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such purchase order concerning IMPERTO Hardware, also considering the limitations of domestic business and prohibitions of by-passing those embargoes;

- 9.2.6.2 such IMPERTO Hardware is not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
- 9.2.6.3 the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered;
- 9.2.6.4 no sale is being made to persons, companies or any other kind of organization if the Company has knowledge of or suspects that said persons or entities are related to any kind of terrorist or narcotics.

If the Company receives knowledge of or suspects that the conditions of this Section 9.2.6 have been violated, the Company shall immediately inform Irdeto. Upon request by Irdeto, shall promptly provide Irdeto with all information pertaining to the End User, the physical location of the IMPERTO Hardware, and the intended use of IMPERTO Hardware, as well as any information related to determining whether Section 9.2.6 has been breached.

Irdeto shall not be obligated to fulfil any obligation under the Agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

9.3 Mutual Warranties. Each party represents, warrants and undertakes to the other that:

- 9.3.1 in exercising its rights and performing its obligations under these Terms it (and any of its Authorized Sublicensees) shall comply with all applicable laws including all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (United Kingdom) and the Foreign Corrupt Practices Act 1977 (United States) and any equivalent legislation applicable to a party ("**Anti-Bribery & Anti-Corruption Laws**");
- 9.3.2 it shall promptly notify the other party if such party or its personnel or contractors are investigated by any law enforcement agency or customer in relation to any breach of Anti-Bribery & Anti-Corruption Laws.

10 Liability.

- 10.1 IN NO EVENT SHALL IRDETO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, UNDER ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, REGARDLESS OF WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IRDETO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR STATUTORY DAMAGES.
- 10.2 IN NO EVENT, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, SHALL IRDETO'S TOTAL, CUMULATIVE, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING ANY OF IRDETO'S INDEMNIFICATION OBLIGATIONS) EXCEED THE AMOUNT OF FEES PAID BY COMPANY TO IRDETO DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, LESS IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID IN SATISFACTION OF ANY LIABILITY UNDER THESE TERMS (INCLUDING ANY ACCRUED SERVICE CREDITS); PROVIDED THAT IF SUCH DAMAGES RESULT FROM COMPANY'S USE OF A PARTICULAR UNIT OF IMPERTO HARDWARE OR SERVICE, THEN SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT IMPERTO HARDWARE OR SERVICE GIVING RISE TO SUCH LIABILITY UNDER THESE TERMS DURING SUCH TWELVE (12) MONTH PERIOD, LESS IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID IN SATISFACTION OF ANY LIABILITY UNDER THESE TERMS FOR SUCH IMPERTO HARDWARE OR SERVICE (INCLUDING ANY ACCRUED SERVICE CREDITS).
- 10.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO CIRCUMSTANCE WILL ANY AFFILIATE OF A PARTY HAVE ANY OBLIGATION OR LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER OR STATEMENT OF WORK ISSUED HEREUNDER; EACH PARTY AND ITS AFFILIATES SHALL ONLY LOOK TO THE OTHER PARTY TO SATISFY ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND HEREBY WAIVE ALL THEIR RIGHTS TO ASSERT CLAIMS OR COLLECT DAMAGES FROM ANY AFFILIATE OF THE OTHER PARTY.
- 10.4 THE LIMITATIONS SET FORTH IN THIS SECTION 10: (I) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (II) SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND (III) ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11 Indemnification.

- 11.1 **Indemnification by Irdeto.** Subject to the exclusions set forth in Section 11.3 (Exclusions), Irdeto agrees, at its cost: (i) to defend Company from and against any third-party claim, action, suit or proceeding brought against Company alleging that the IMPERTO Platform or IMPERTO Hardware infringes or misappropriates any patent that is issued in the Licensed Territory as of the Effective Date or any copyright of a third party (each, a "**Claim**");

and (ii) indemnify and hold Company harmless from either: (a) damages awarded to the third party bringing the Claim in a final judgment or (b) settlement amount agreed to in writing by Irdeto and paid to such third party to settle the Claim and shall pay the amount of any such award, judgment or settlement thereof. provided, however, that Irdeto's obligations under the foregoing shall be conditioned upon Company:

- 11.1.1 notifying Irdeto promptly in writing of any Claim of which Company becomes aware, but in any event not more than thirty (30) days after Company becomes aware of the Claim, including receipt of any letters offering Company a license or otherwise suggesting that Company requires a license;
 - 11.1.2 not settling or compromising any Claim for which Company seeks or desires defense or indemnity under this Section 11.1 (Indemnity), in each case without the prior written consent of Irdeto;
 - 11.1.3 giving Irdeto sole authority to control fully, at Irdeto's expense, the defense and settlement of any Claim, provided that Company may, at Company's cost and expense, participate in the defense of such Claim using counsel of its own choosing, provided that such participation shall not reduce or impact Irdeto's control of the defense and settlement; and
 - 11.1.4 furnishing all reasonable cooperation and assistance requested by Irdeto.
- 11.2 **Mitigation.** If the IMPERTO Platform or IMPERTO Hardware is, or in the reasonable opinion of Irdeto is likely to become, the subject of any Claim of infringement (or is enjoined as a result of a Claim or otherwise), then Irdeto shall have the option, in its sole discretion and at Irdeto's costs and expense, to: (i) procure the right for Company to continue using the IMPERTO Platform or IMPERTO Hardware as contemplated by these Terms; (ii) replace or modify the IMPERTO Platform or IMPERTO Hardware so as to be non-infringing; and (iii) if none of the foregoing is available to Irdeto at a commercially reasonable expense, then Irdeto shall: (a) be entitled to modify Company's licenses to avoid the infringement or terminate the applicable Order and any licenses granted thereunder; and (b) in the event of such termination, refund to Company any prepaid periodic license Fees under such Order, prorated based on the amount of time remaining in the prepaid period. In the event of any such termination, Company shall return to Irdeto the IMPERTO Hardware.
- 11.3 **Exclusions.** Notwithstanding anything to the contrary in these Terms, Irdeto shall have no obligation pursuant to this Section 11 with respect to: (i) any Third-Party Software or other technology licensed directly to Company; (ii) infringement of any patent that is essential or necessary to implement or practice a standard promulgated by any standards setting organization, industry consortium, alliance or forum or any similar organization; (iii) any modifications to the IMPERTO Platform or IMPERTO Hardware made by any person or entity other than Irdeto or a party authorized by Irdeto; (iv) any use of the IMPERTO Platform or IMPERTO Hardware by Company beyond the scope of the express licenses granted in these Terms; (v) any use of the IMPERTO Platform or IMPERTO Hardware in combination with other software, hardware or data (including the Third-Party Required Software); (vi) failure to use or deploy the most recent version of the IMPERTO Platform, IMPERTO Mobile App, Embedded Software, or IMPERTO Hardware made available by Irdeto; or (vii) Irdeto's compliance with Company's request for changes to the IMPERTO Platform or IMPERTO Hardware, or with Company's designs, specifications or instructions (collectively, "**Exclusions**").
- 11.4 **Sole Remedy.** THE FOREGOING PROVISIONS SET FORTH IN THIS SECTION 11 STATES THE ENTIRE LIABILITY AND OBLIGATION OF IRDETO AND THE EXCLUSIVE REMEDY OF COMPANY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
- 11.5 **Indemnification by Company.** Company agrees at its cost to defend and hold Irdeto, its directors, officers, licensors and suppliers ("**Indemnified Parties**") harmless from and against any and all third-party claims, actions, suits or proceedings brought against any Indemnified Party related to: (i) an Exclusion; (ii) Company's failure to have in place any of the requisite licenses for any Third-Party Software; (iii) any representation or warranty made or given by Company on Irdeto's behalf or regarding the IMPERTO Solution; (iv) Irdeto's processing of Company Data in accordance with this Agreement or Company's instructions; (v) a breach by Company of AWS' acceptable use policy; (vi) a claim by an Authorized Sublicensee, End User, or other third party, relating to the Company Equipment or improper use of the IMPERTO Solution, including claims for personal injury, death, or property damage; (vii) breach (or alleged facts which, if true, would be a breach) by Company, an Authorized Sublicensee, or an End User of Section 9; or (viii) Company's, an Authorized Sublicensee's, or an End User's gross negligence or willful misconduct (each, a "**Claim Against Irdeto**"). Company shall indemnify and hold the Indemnified Parties harmless from: (a) damages awarded to the third party bringing the Claim Against Irdeto in a final judgment, and/or (b) the settlement amount agreed to in writing by Company and paid to such third party to settle the Claim Against Irdeto and shall pay the amount of any such award, judgment or settlement thereof.

12 Term and Termination.

- 12.1 These Terms begin on the Effective Date and unless terminated earlier as permitted herein continue for so long as an Order or Statement of Work is in effect ("**Term**").
- 12.2 These Terms or any Order or Statement of Work thereunder may be terminated by written notice to the other party:

- 12.2.1 by any party in the event of a material breach of these Terms or an Order or Statement of Work (as applicable) by the other party which remains uncured for a period of thirty (30) days after receipt of written notice of such breach is provided to the breaching party, provided that the cure period for a failure to pay amounts due shall be ten (10) days;
- 12.2.2 as may be set forth in the applicable Order or Statement of Work or other annexes to these Terms; and/or
- 12.2.3 in the event the other party (i) makes an assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) acquiesces to any involuntary bankruptcy petition; (iv) is adjudicated bankrupt; or (v) ceases to do business.

12.3 **Termination by Irdeto.** Irdeto shall have the right to terminate this Agreement or the applicable Order immediately by providing no less than thirty (30) days' prior written notice thereof to Company in the event that all Manufacturers terminate their agreements with Irdeto with respect to the provision of IMPERTO Hardware Units and Irdeto is unable to procure a commercially reasonable alternative solution. Upon notice of termination under this Section 12.3, Irdeto will continue to provide IMPERTO Platform Access and Maintenance and Support services for previously delivered and installed/Activated IMPERTO Hardware to the end of the then-current Term, subject to the payment of applicable Fees, but will no longer accept any new Hardware orders beyond the date designated in such notice.

12.4 **Effect of Termination.**

- 12.4.1 **Agreement.** Upon the expiration or termination of an Order: (i) all licenses granted thereunder terminate; (ii) Company shall immediately cease all use of the applicable IMPERTO Solution and other Confidential Information, and shall, at Irdeto's option, delete and/or return all such items to Irdeto; and. Termination of these Terms will also terminate all Orders and Statements of Works then-currently in effect.
- 12.4.2 **Fee Acceleration.** In the event of termination due to Company's breach of these Terms and/or applicable Order or Statement of Work, Company agrees that all Fees that would otherwise be due by Company for the remainder of the applicable Order or Statement of Work are accelerated and due and payable to Irdeto immediately.

13 **Maintenance and Support Services and Professional Services.**

Irdeto shall also provide certain Services to Company pursuant to these Terms and one or more Statements of Work. Conditioned upon Company paying the applicable Fees due Irdeto under these Terms, Irdeto will provide to Company: (i) the Maintenance and Support Services set forth in Annex B; (ii) the Professional Services described in the applicable Statement of Work; and (iii) any other Services as may be agreed in an applicable Statement of Work.

14 **General.**

- 14.1 **Assignment.** Neither these Terms nor any rights or obligations under these Terms may be assigned or otherwise transferred by either party without the prior written consent of the other party; provided, however, that such consent shall not be unreasonably withheld if such assignment or transfer is to an Affiliate or to a successor-in-interest or in the event of a merger, reorganization or sale of all or substantially all of assets or business of the relevant party. For the avoidance of doubt, it shall not be unreasonable for a party to withhold its consent if the proposed assignee or transferee directly or indirectly competes with that party and/or any of its Affiliates. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 14.2 **Entire Agreement; Amendment.** These Terms (together with the applicable Order(s), Statements of Work, exhibits, schedules, annexes, and appendices attached hereto which are incorporated by this reference) constitute the entire agreement between the parties regarding the subject matter hereof. All prior or contemporaneous agreements, representations, proposals, understandings and communications between the parties regarding the subject matter hereof, whether oral or written, are superseded by these Terms. These Terms may be modified only by mutual written agreement of the parties.
- 14.3 **Governing Law and Dispute Resolution.** If the Order is entered with Irdeto Security B.V., these Terms shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its choice or laws or conflict of laws principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 is expressly excluded. All disputes arising out of or related to these Terms shall be submitted to the appropriate courts in Amsterdam, the Netherlands and each party consents to the jurisdiction of such courts.

If the Order is entered with Irdeto USA, Inc., these Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice or laws or conflict of laws principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 is expressly

excluded. All disputes arising out of or related to these Terms shall be submitted to the appropriate courts Los Angeles County, California, and each party consents to the jurisdiction of such courts.

Such courts shall have exclusive jurisdiction with respect to all such disputes, provided that a party may seek equitable relief in any court of competent jurisdiction. The prevailing party will be entitled to recover all its expenses related to any action at law or in equity necessary to enforce or interpret the terms of these Terms, including reasonable attorneys' and experts' fees and court costs.

- 14.4 **Force Majeure.** Notwithstanding anything to the contrary, neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms arising from any cause or causes beyond its reasonable control, including any of the following: act of God, governmental act, war, fire, flood, other severe weather, terrorism, explosion, civil commotion, industrial dispute of a third party, riots, pandemics, embargoes, the levy of sanctions, hackers, viruses, denial-of-service attacks, or any other event beyond its reasonable control ("**Force Majeure Event**"). Non-performance of either party, except for the making of payments, shall be excused to the extent that performance is rendered impossible or impractical as a result of a Force Majeure Event. Subject to the party so delayed promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists. Each party shall use reasonable endeavors to avoid the effect of that cause, provided that if performance is not resumed within thirty (30) days of that notice, either party may by notice in writing terminate these Terms. Neither party shall have any liability to the other in respect of the termination of these Terms, where the failure to perform is (i) as a result of a Force Majeure Event; and/or (ii) beyond the reasonable control of, and/or not caused by the negligence of the nonperforming party.
- 14.5 **Injunctive Relief.** Each party acknowledges and agrees that, due to the unique nature of the IMPERTO Solution there can be no adequate remedy at law for a material breach of Section 2 or Section 6, and that such breach would cause irreparable harm to Irdeto; therefore, Irdeto shall be entitled to seek immediate injunctive relief (including a temporary restraining order or a preliminary injunction without the necessity of a bond, other security or any other undertaking) in addition to whatever remedies Irdeto might have at law or under these Terms.
- 14.6 **Independent Contractors.** The relationship between the parties to these Terms is and shall be that of independent contractors. It is expressly agreed that nothing in these Terms shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment.
- 14.7 **Notice.** Any notice, request, approval, authorization, consent or other communication required or permitted to be given or made pursuant to these Terms shall be in writing (except where oral notice is specifically authorized) and shall be delivered personally, by registered or certified mail (return receipt requested) or by overnight courier service, to the applicable Irdeto address as identified below and to the Company as set forth in the applicable Order (or such other address as may have been officially furnished by or on behalf of such party by like notice). Communications sent by registered or certified mail shall be deemed effectively delivered six (6) calendar days after mailing:
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| Irdeto Security B.V. Taurusavenue 105 35 2132 LS Hoofddorp, Netherlands To the attention of: Legal Department With an e-mail copy to: contracts@irdeto.com | Irdeto USA, Inc. West Huron Street, Suite 501 Pontiac, MI 48342 USA To the attention of: Legal Department With an e-mail copy to: contracts@irdeto.com |
|--|--|
- 14.8 **Survival.** Sections 3.3, 3.4, 4, 6, 7, 8, 9.1.5, 10, 11, 12.3, and 14 survive termination or expiration of these Terms.
- 14.9 **Severability.** If any term, condition, or provision in these Terms or any portion of any term, condition or provision of these Terms is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in these Terms. If the parties fail to agree on such an amendment, such invalid term, condition or provision or the invalid portion of the term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 14.10 **Waiver.** Any waiver of the provisions of these Terms or of a party's rights or remedies under these Terms must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of these Terms or its rights or remedies at any time shall not be construed and shall not be deemed to be a waiver of such party's rights under these Terms and shall not in any way affect the validity of the whole or any part of these Terms or prejudice such party's right to take subsequent action.
- 14.11 **Misc. Interpretation.** Except as expressly stated otherwise, all references to "Section(s)" are references to Sections in these Terms; to "Annexes(s)" are references to the annexes attached to and made a part of these Terms; all references to "Statements(s) of Work" are references to the statements of work attached to and made a part of these Terms; all references to any website urls are hereby incorporated in and made a part of these Terms. Any approvals, unless otherwise specified, may not be unreasonably withheld or delayed. The words "include," "includes," and "including" shall mean "include, without limitation," "includes, without limitation," and

"including, without limitation," respectively. To the extent that the context so requires, the masculine gender herein employed includes the feminine and vice-versa, and the singular includes the plural and vice-versa and, in such cases, the remainder of the sentence or sentences concerned shall be interpreted as if the required grammatical and terminological changes had accordingly been made thereto.

14.12 **Fully Negotiated Agreement.** The parties acknowledge that these Terms was negotiated fairly between them at arm's length, and that both parties had an opportunity to review these Terms and to obtain the advice of legal counsel of their own choosing prior to accepting these Terms. The parties therefore agree that these Terms is the final product of those discussions and negotiations and that the provisions of these Terms therefore should not be construed against a party or parties on the ground that the party or parties drafted or was more responsible for drafting the provision(s).

Annex A – Data Processing Agreement

1. Definitions and interpretation.

1.1 The following definitions and rules of interpretation shall apply to this Annex in addition to those in the Terms.

| | |
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| Controller | Means as defined under the Data Protection Laws and shall refer to the Company. |
| Data Subject | Means as defined under the Data Protection Laws. |
| Personal Data Breach | Means as defined under the Data Protection Laws. |
| Process | Means as defined under the Data Protection Laws. |
| Processor | Means as defined under the Data Protection Laws and shall refer to Irdeto. |
| Special Categories of Personal Data | Means as defined under the Data Protection Laws. |

2. Processing of Personal Data.

Where Personal Data is Processed by Irdeto in its capacity as the (Sub-)Processor under or in connection with the Agreement, the (Sub-)Processor shall:

- 2.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than:
 - 2.1.1 as required to meet the Controller's lawful, documented and reasonable instructions (which shall unless otherwise agreed be to process Personal Data as necessary to provide the services under the Agreement; or
 - 2.1.2 as required to comply with an EU or Member State law to which Irdeto is subject, in which case Irdeto shall (to the extent permitted by law) inform the Controller and/or, where applicable, the Processor of that legal requirement before Processing that Personal Data;
- 2.2 upon becoming aware of a Personal Data Breach:
 - 2.2.1 at its own expense, notify the Controller and/or, where applicable, the Processor without undue delay; and
 - 2.2.2 co-operate with the Controller and/or, where applicable, the Processor and take such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of that Personal Data Breach, provided in each case that the Controller and/or, where applicable, the Processor shall reimburse Irdeto in full for all costs (including for internal resources and any third-party costs) reasonably incurred by Irdeto in performing the obligations under this Section 2.2;
- 2.3 upon receiving any request, complaint or communication relating to the Controller's obligations under the Data Protection Laws, at its own expense,:
 - 2.3.1 notify the Controller and/or, where applicable, the Processor as soon as reasonably practicable;
 - 2.3.2 co-operate with the Controller and/or, where applicable, the Processor and take such reasonable commercial steps as are directed by the Controller to enable the Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data processed by Irdeto under the Agreement or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Controller and/or, where applicable, the Processor shall reimburse Irdeto in full for all costs (including for internal resources and any third-party costs) reasonably incurred by Irdeto performing its obligations under this Section 2.3.2;
- 2.4 implement appropriate technical and organizational measures, which measures the Controller and/or, where applicable, the Processor confirms it has reviewed and approved as providing an appropriate level

of security with respect to the Personal Data to be Processed by Irdeto as Data Processor on Irdeto behalf;

- 2.4.1 ensure that its employees who may have access to the Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
 - 2.4.2 not authorize any sub-contractor to process the Personal Data ("**Irdeto's Subprocessor**") other than with the prior written consent of the Controller and/or, where applicable, the Processor provided that the Controller (where applicable *via* the Processor) consents to the appointment of Irdeto's Subprocessors, limited to the AWS entities located in the EEA, who may from time to time be engaged by Irdeto to provide the hosting services who in each case are subject to terms between Irdeto and the Irdeto's Subprocessor which are no less protective than those set out in this Schedule; and
 - 2.4.3 cease Processing the Personal Data within six (6) months upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and as soon as possible thereafter, either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains.
- 2.5 Irdeto shall make available to the Controller and/or, where applicable, the Processor such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Controller may reasonably require to provide assurance that Irdeto are in compliance with the obligations set out in this Schedule, provided always that this requirement shall not oblige Irdeto to provide or permit access to information concerning (i) Irdeto internal pricing information; (ii) information relating to Irdeto's other customers; (iii) any of Irdeto non-public external reports; or (iv) any internal reports prepared by Irdeto internal audit function. Further a maximum of one audit or review may be activated under this section in any twelve (12) month period.
- 2.6 The Controller and/or, where applicable, the Processor warrants that all Personal Data Processed by Irdeto as envisaged under this Schedule has been and shall be collected and Processed by the Controller in accordance with Data Protection Laws including without limitation: (a) ensuring that all notifications to and approvals from regulators which are required by Data Protection Laws are made and maintained by the Controller; and (b) ensuring that all Personal Data is collected and processed fairly and lawfully, is accurate and up to date and that a fair notice is provided to Data Subjects which describes the Processing to be undertaken by Irdeto pursuant to the Agreement.
- 2.7 The Controller and/or, where applicable, the Processor shall indemnify and hold Irdeto harmless against all losses, fines and regulatory sanctions arising from any claim by a third party or regulator arising from any breach of Section 2.6.
- 3. Sale or Sharing of Personal Data under CCPA**
- 3.1 Irdeto shall not retain, use, or disclose any Personal Data that constitutes "personal information" under the CCPA ("**CA Personal Information**") for any purpose other than for the specific purpose of providing



the IMPERTO Solution, or as otherwise permitted by CCPA, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in CCPA).

- 3.2 Irdeto shall not: (a) sell or share any CA Personal Information; or (b) retain, use or disclose the CA Personal Information outside of the direct business relationship between Irdeto and Company. Irdeto hereby certifies that it understands its obligations under this Section 3 and will comply with them.
- 3.3 Notwithstanding anything in the Agreement or any Order, the parties acknowledge and agree that Irdeto's access to CA Personal Information does not constitute part of the consideration exchanged by the parties in respect of the Agreement.

Annex B – Maintenance and Support Services for Irdeto IMPERTO

1. Definitions and Interpretation.

The following definitions and rules of interpretation shall apply to this Annex B, in addition to those set forth in the Irdeto IMPERTO Terms and Conditions.

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| Business Day | Means Monday to Friday, except for statutory holidays observed in the country where Irdeto’s headquarters are based. |
| Business Hour(s) | Mean the hours of 8:00 AM and 5:00 PM in any given Business Day. |
| Company SLA Obligations | Means the obligations that Company must carry out in order to receive the Maintenance and Support Services, and is comprised of Company’s obligation to: (i) perform the first line support for its Authorized Sublicensees and its and their End Users; (ii) carry out the Company Initial Diagnosis Obligation; (iii) adhere to the terms and conditions set forth in Section 2 below; and (iv) at all times use the IMPERTO Solution strictly in compliance with the most current Documentation. |
| Critical Error | Means any one of the following, to the extent supported by the Documentation: (i) Company cannot create a reservation for Equipment; (ii) an End User cannot activate/deactivate or lock/unlock any Equipment through the IMPERTO Solution (iii) Company cannot access or retrieve accurate usage data necessary for billing. |
| Disclaimed Problem | Means any interruption, Error, degradation or problem that is the result of: (i) negligent acts or omissions of Company or its employees, contractors, Authorized Sublicensees, End Users, suppliers or agents, including, without limitation, the repetition of any acts or omissions that Irdeto has cautioned such persons against; (ii) failure or malfunction of equipment, networks, applications, services or systems not owned, controlled or maintained by Irdeto; (iii) scheduled service maintenance, updating, alteration, or implementation of which Company has been notified in accordance with the procedures set forth in the Agreement; (iv) Irdeto’s inability to contact Company, notwithstanding commercially reasonable efforts to do so, due to Company’s failure to provide Irdeto with valid and accurate contact information; (v) change orders requested by Company; (vi) the failure of power or equipment at any non-Irdeto location; (vii) Third-Party Software; (viii) force majeure, including events beyond the reasonable control of Irdeto, including without limitation, war, riots, embargoes, strikes, hackers, viruses, denial-of-service attacks, accidents or acts of God; or (ix) failure to use the most recent version of the IMPERTO Platform, IMPERTO Hardware, Embedded Software, or IMPERTO Mobile App made available by Irdeto. |
| Error | Means the IMPERTO Solution is not performing substantially in accordance with its Documentation. There are three levels of Errors: Critical Errors, Major Errors, and Minor Errors. |
| Emergency Hours | Mean all times that are not defined as Business Hours on Business Days. |
| Major Error | Means any one of the following, to the extent supported by the Documentation: (i) Company is delayed or requires a technician in creating a reservation for Equipment; (ii) a technician or other administrative staff is required to activate/deactivate or lock/unlock any Equipment through the IMPERTO Solution (iii) Company is delayed in accessing or retrieving accurate usage data necessary for billing. |
| Minor Error | Means any Error that is not a Critical Error or Major Error. |
| Permanent Solution | Means the implementation of an Update, Workaround, or other countermeasure(s) that Resolves a given identified Error. |
| Planned Maintenance | Means Irdeto’s performing scheduled major Updates, bug fixes, and other remedial countermeasures for the servers used to provide the IMPERTO Platform. |
| Rate of Availability | only applies to the IMPERTO Platform, and is calculated on a monthly basis using the following formula: $((43,200 - \text{number of minutes of Service Interruptions}) / 43,200) * 100$ <p>The number of minutes of Service Interruptions is measured using either Irdeto’s internal measurement software or a third-party service that simulates</p> |

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|---|--|
| | transactions for purpose of determining Service Interruptions. A Service Interruption will be deemed to have occurred only if every web server used to host the IMPERTO Platform fails to respond to requests issued by such software or service. |
| Resolved/ Resolve/ Resolving | Has the meaning set forth in Section 3.3.3 of this Schedule. |
| Respond/ Response | Means Irdeto acknowledging receipt of a Service Ticket from the designated Company contact. A Response may take the form of an automated email, SMS, or other electronic communication confirming acknowledgment of the request, or may take the form of Irdeto issuing a Service Ticket that may be assigned to the Company contact's request. |
| Response Time | Means the timeframe within which an employee or representative of Irdeto Responds to the designated Company contact's request for Maintenance and Support Services, commencing at the time the Company contact properly submits a request to the time Irdeto renders a Response to that request. |
| Service Interruption | Means the occurrence of a Critical Error or Major Error to the IMPERTO Solution, but always excluding any issues caused in whole or part by a Disclaimed Problem. |
| Technical Inquiry | Means Company's non-Error related inquiries pertaining to use of the IMPERTO Solution in accordance with the Documentation. For the avoidance of doubt, Irdeto shall provide up to twelve (12) hours of support for Technical Inquiries in any given calendar year. Additional hours shall be subject to hourly Fees based on Irdeto's standard rates. |
| Workaround | Means a temporary solution or countermeasure to an Error that may or may not involve an Update. Workarounds can include methods procedures that Irdeto may recommend to address the Error. |

2. Company's Responsibilities and Obligations.

- 2.1 **Contacting Irdeto.** The primary Irdeto contact email for support is: imperto-service@irdeto.com.
- 2.2 **Company Resource Requirements.** To enable Irdeto to provide the Maintenance and Support Services, Company agrees that it shall: (i) provide the appropriate internal and/or external resources/personnel with sufficient expertise to enable Irdeto to provide the Maintenance and Support Services, including the availability of Company contacts who are familiar with Company's systems, network and operations; (ii) carry out reviews and respond to requests from Irdeto for approval and information on a timely basis; and (iii) ensure that at least one Company contact is available during Business Hours (and/or Emergency Hours should any Critical Errors and/or Major Errors arise).
- 2.3 **First Line Support.** Unless explicitly agreed otherwise in the applicable Order, Company agrees that it shall be responsible for providing first line support to Company's and its Authorized Sublicensees' End Users, Company's customer support personnel, and any Authorized Sublicensees. The parties agree that the Maintenance and Support Services provided by Irdeto hereunder shall not cover nor include first line support to Company's End Users or any Authorized Sublicensees (or any End Users of said Authorized Sublicensees), and that Irdeto shall only be responsible for performing the explicit Maintenance and Support Services described in this Schedule.
- 2.4 **Updates.** Irdeto reserves the right to provide Company with: (a) replacement units of IMPERTO Hardware; and/or (b) Updates to Embedded Software. Promptly upon its receipt of a replacement unit of IMPERTO Hardware, Company shall comply with Irdeto's instructions regarding removing the unit of IMPERTO Hardware to be replaced and install the replacement unit of IMPERTO Hardware in accordance with the Documentation. Promptly upon its receipt of an Update to Embedded Software, Company shall install the Update in accordance with the Documentation. Irdeto reserves the right to make available to End Users, Updates to the IMPERTO Mobile App. Company shall ensure that its End Users install such Update promptly after being made available by Irdeto.

3. Maintenance and Support Services

3.1 Overview.

Subject at all times to the restrictions set forth in Section 4 below, and provided that: (i) Company has fully and timely paid any and all Fees due and payable to Irdeto under the Agreement; and (ii) Company

has fulfilled the Company SLA Obligations, Irdeto shall use commercially reasonable efforts to carry out the following Maintenance and Support Services.

3.2 **Hosting Services.**

Irdeto shall (either via itself or via a third-party hosting provider solely chosen by Irdeto) host, maintain, and make available to Company the IMPERTO Platform. Irdeto shall use commercially reasonable efforts to ensure that the Rate of Availability is at least **99.5%**.

3.3 **Help Desk Services.**

3.3.1 **Overview.** Irdeto shall use commercially reasonable efforts to Respond to and Resolve all Errors and Technical Inquiries, in accordance with the requirements in the remainder of this Section 3.

3.3.2 **Scope.** Regardless of whether Company is submitting a Technical Inquiry or requesting Irdeto to address an Error, Irdeto shall deliver the Maintenance and Support Services during Business Hours, except that Irdeto shall also provide Maintenance and Support Services for Critical Errors during Emergency Hours. Irdeto shall accept Technical Inquiries and requests to address Errors via telephone, email, and/or via Remote Access (if and as applicable). For the avoidance of doubt, unless otherwise mutually agreed among the parties in writing, Irdeto shall not provide on-site Maintenance and Support Services to Company, as such services shall be deemed out-of-scope and shall only be carried out via a mutually agreed change order. For the avoidance of doubt, Maintenance and Support Services are limited to the then-current version of the IMPERTO Solution and for the immediately preceding version of the IMPERTO Solution.

3.3.3 **Procedure.** The following provisions describe the step-by-step procedures that Irdeto and Company are obligated to carry out when reporting and addressing any discerned Errors or Technical Inquiries:

Company's Initial Diagnosis Obligation. If Company encounters a potential Error in the IMPERTO Solution, Company shall first, as a part of its obligation to deliver first line support, use commercially reasonable efforts to determine whether the potential Error relates to: (i) Third-Party Software; (ii) other third-party hardware or software components used by Company; (iii) any issues with Company's IT network infrastructure and/or ISP provider; and/or (iv) any other third-party dependencies over which Irdeto has no control, visibility, or responsibility to maintain (as Maintenance and Support Services do not include coverage for any of the foregoing). Additionally, prior to submitting a request to Irdeto to address a potential Error, Company agrees that it shall gather and provide Irdeto with as much information as is available to Company to enable Irdeto to reproduce a potential Error. The foregoing obligations shall hereafter be collectively referred to as the "**Company Initial Diagnosis Obligation.**"

Classifying Errors. After satisfying Company's Initial Diagnosis Obligation, and assuming that Company cannot resolve the potential Error as part of its first line support obligations, the Company contact shall notify Irdeto via the means set forth in Section 2.1. Upon receiving a request to address an Error or answer a Technical Inquiry from the Company contact, Irdeto shall Respond within the applicable Response Times set forth in Table 2, below. After Irdeto Responds, Irdeto will then use commercially reasonable efforts to diagnose and reproduce such potential Error to determine if there is an actual Error, based on the information provided by the Company contact as part of its Company Initial Diagnosis Obligation. If Irdeto determines that the reported Error is an actual Error in and to the IMPERTO Solution (and not an Error related to any third-party dependencies), Irdeto shall (in its sole discretion) classify the Error as a: (i) Critical Error; (ii) Major Error; or (iii) Minor Error, consistent with the definitions of each Error classification as set forth in this Schedule. After classifying the Error, Irdeto shall log and assign a "Service Ticket" number to each purported Error or support service request reported by the Company contact. Irdeto reserves the right to modify the classification of an Error after the initial response and diagnosis, but in any instance, should Irdeto change the Error classification, Irdeto shall promptly notify the Company contact.

Addressing Errors. Once a given request has been Responded to by Irdeto, and after the Error has been classified as a Critical Error, Major Error, or a Minor Error, Irdeto will commence investigating each Technical Inquiry and purported Error reported on a Service Ticket in a timely and diligent fashion. As a first step, Irdeto may refer the Company contact to an existing Workaround (if such Workaround exists) to a given Error, and/or inform the Company contact of any planned impending Updates that will correct the Error. If no Workaround or impending Update exists, Irdeto will use commercially reasonable efforts to provide a Workaround within the timeframes set forth in the Table 2, below. Depending on Company's particular designated IMPERTO Solution, Workarounds may be made available by Irdeto for electronic retrieval by Company and must be applied by the Company contact according to the instructions, release notes or instructions included therein. If Irdeto is unable to promptly Resolve an Error, or if the



Error requires further investigation, Irdeto will develop an action plan and communicate this plan to the Company contact.

| Error | Response Time | Resolution Time |
|----------------------------|-----------------|------------------|
| Critical | 15 minutes | 8 hours |
| Major | 45 minutes | 24 hours |
| Minor | 2 Business Days | 30 Business Days |
| Technical Inquiries | 4 Business Days | 40 Business Days |

Table 2. Response and Resolution Times.

Resolution. An actual Error to the IMPERTO Solution shall be considered “**Resolved**” upon the earlier of (i) the resolution of such Error; (ii) the delivery of a Workaround (which, with respect to the IMPERTO Mobile App means submitting the Workaround to the applicable app store); (iii) agreement by the Company that the proposed action plan by Irdeto is acceptable; and/or (iv) in the case of a Minor Error, Irdeto’s commitment to correct the Error in a specific future Update. Irdeto will use commercially reasonable efforts to address all Errors, but Company acknowledges and agrees that not all Errors are permanently correctable. A Technical Inquiry shall be considered “**Resolved**” when Irdeto provides Company with a reasonably-detailed answer.

3.4 Ongoing Maintenance Services.

3.4.1 **Updates.** Irdeto shall provide Company with all Updates that Irdeto makes generally available to other licensees of the same version of the IMPERTO Solution. If Irdeto is hosting a given portion of the IMPERTO Solution, then instead of providing such Updates to Company, as part of performing Planned Maintenance Irdeto will implement such Updates to the applicable portion of the IMPERTO Solution. While performing Planned Maintenance, it is possible that there may be Service Interruptions. Irdeto shall use commercially reasonable endeavors to notify Company about such Planned Maintenance within at least two (2) weeks in advance and to minimize any such Service Interruption and to accommodate reasonable requests from Company regarding the timing of the Planned Maintenance. Any Service Interruption that occurs during Planned Maintenance shall not be included in the calculation of the Rate of Availability.

3.4.2 **Proactive System Monitoring.** Irdeto shall proactively monitor the health and efficacy of the servers used to provide the IMPERTO Platform, to identify and address any discerned Errors, even if Company has not submitted a Maintenance and Support Services request. For the avoidance of doubt, such monitoring does not guarantee discovery of any Errors, nor shall it trigger the creation of a Maintenance and Support Services request on Company’s behalf; rather, Irdeto shall address any Irdeto-discovered Errors in its own discretion, or otherwise report the same to Company and upon Company’s confirmation such Errors shall then be subject to the process set forth in Section 3.3.3 above.

3.4.3 **Reporting.** Irdeto may periodically provide Company with certain reports, the frequency and contents of which shall be mutually agreed upon between the parties (jointly referred to as “**Reporting**”).

4. Exclusions to the Maintenance and Support Services.

The Maintenance and Support Services described in this Schedule do not include: (i) Professional Services; (ii) any services not explicitly described in this Schedule; and/or (iii) any services for problems that are subsequently determined by Irdeto to be a system, hardware or other software problem within Company’s network or systems that are not caused by the IMPERTO Solution, including without limitation problems with the Third-Party Software, hardware, firmware, third-party applications, operating systems, data, accidental damage, or matters generally beyond the control of Irdeto. Further, Irdeto shall have no Maintenance and Support Services obligations in case of the following events: (i) integration or programming services for the IMPERTO Mobile App, Third-Party Software, equipment operation/problem support, any Disclaimed Problems, or data correction (which shall only be provided by Irdeto per the terms of an applicable mutually agreed Order, Statement of Work or separate written agreement executed by the parties); (ii) use or operation of the IMPERTO Solution other than for the intended purpose and/or not in accordance with the applicable and current Documentation; (iii) errors, omissions, damages or wrongful acts, by Company, an operator, Authorized Sublicensee, End User and/or other third-party personnel; (iv) repairs, maintenance, alterations, re-location, copying, tampering or any other conduct not duly authorized in writing by Irdeto; operation on or in association with hardware or software not recommended by Irdeto for the IMPERTO Mobile App; (v) external causes such as, and without limitation, electrostatic or environmental conditions, and accidents including fire, water and lightning; (vi) Errors caused by



a Force Majeure Event; (vii) management of Company's day-to-day operational issues, including without limitation: (a) software and system configuration issues, (b) monitoring and maintaining Company controlled hardware, network and third-party software, and/or (c) performing necessary backups for Company's network infrastructure. . Irdeto's failure to timely perform Maintenance & Support Services will be excused to the extent caused by Company's failure to timely perform Company SLA Obligations.