

NAGRA OpenTV Video Platform - Proof of Concept Services Agreement

for AWS Marketplace

Revision October 2024

UPON ACCEPTANCE OF THIS AGREEMENT, YOU WILL RECEIVE AN EMAIL WITH A COPY OF THIS AGREEMENT. WE RECOMMEND THAT YOU PRINT AND/OR SAVE THIS AGREEMENT.

THE NAGRA OPENTV VIDEO PLATFORM PROOF OF CONCEPT SERVICES ARE AVAILABLE FOR COMPANIES ONLY AND NOT INTENDED FOR INDIVIDUALS (CONSUMERS). DO NOT INDICATE A COMPANY AS THE CUSTOMER IF YOU DO NOT HAVE THE AUTHORITY TO COMMIT SUCH COMPANY. THE NAGRA OPENTV VIDEO PLATFORM PROOF OF CONCEPT SERVICES ARE AVAILABLE TO COMPANIES REGISTERED [IN THE COUNTRIES LISTED ONLY](#). If you are a company registered in another country, please contact our team at aws-marketplace@nagra.com. By clicking on the appropriate box or button indicating acceptance or by accessing or using the Services, you are agreeing to be bound by the terms of this Agreement. If you do not agree with these terms, do not place any order on the AWS marketplace or access or use the Services. If you have any questions or concerns about the terms of this agreement, please contact our team at aws-marketplace@nagra.com prior to ordering or using the Services.

NOTICE REGARDING LIMITATION OF LIABILITY: This Agreement limits the liability of NAGRAVISION and your corresponding remedies. You are urged to read this Agreement carefully.

NOTICE REGARDING FEES: This Agreement REQUIRES THE PAYMENT OF FEES and by using the Services you are agreeing to pay any and all applicable fees on the terms and conditions set forth in this Agreement.

This NAGRA OpenTV Video Platform - Proof of Concept Services Agreement (this "**Agreement**") is entered into between Nagravision Sàrl, on behalf of itself and its Affiliates ("**NAGRAVISION**") and the legal entity whose AWS marketplace account is used to access and use this service ("**you**" or "**Customer**"). This Agreement takes effect when you click the "Create Contract" button on AWS marketplace when presented with these terms or, if earlier, when you first access any of the Services (the "**Effective Date**").

TERMS AND CONDITIONS

- 1. DEFINITIONS.** Unless otherwise defined, capitalized terms used herein shall have the following meanings:
 - "Affiliate" means any legal entity that a party controls, that controls a party, or with which it is under common control and for so long as such control exists. Control is deemed to happen by exercising 50% or more of the voting rights.

- “Consumer” means a person selected by Customer to access the Service via the Consumer Application for the purposes of evaluating NAGRA OpenTV Video Platform.
- “Consumer Application” means the NAGRA OpenTV Video Platform web and device applications for Proof of Concept which allows Customer to get access to the Services as a consumer.
- “Customer Data” means video metadata, video streams and consumer data for POC users which needs to be made available to NAGRAVISION for the Proof of Concept.
- “Documentation” means the documentation available on <https://docs.nagra.com> by NAGRAVISION to Customer hereunder in connection with the Services that NAGRAVISION designates as the user guides or manuals in connection with the installation or use of the Service and all related written or graphical material in tangible form provided to Customer by NAGRAVISION in connection with this Agreement.
- “Intellectual Property Right(s)” means any and all intellectual property rights howsoever arising and in whatever media, whether or not registered or capable of registration including patents, copyright, trademarks, service marks, trade names, trade secrets, know-how, domain names, design rights, database rights, rights in computer programs, rights to inventions, and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.
- “NAGRA OpenTV Video Platform” means a video streaming platform and associated technology (including the Operator Console and the Consumer Application) offered as a platform service from the NAGRAVISION AWS account.
- “Operator Console” means the NAGRA OpenTV Video Platform web application to manage the NAGRA OpenTV Video Platform provided for the Proof of Concept.
- “Proof of Concept” means the internal access and use, in accordance with the terms of this Agreement, of an evaluation version of the NAGRA OpenTV Video Platform loaded with Customer Data, for the limited purpose of testing and evaluating the NAGRA OpenTV Video Platform in connection with a potential sourcing of the NAGRA OpenTV Video Platform for commercial purpose.
- "Service(s)" means the access by Customer to an evaluation version of the NAGRA OpenTV Video Platform for use by Customer for the Proof of Concept. The Services are described in the Service Description.
- “Service Description” means the features described in the Documentation as may be configured by NAGRAVISION or Customer for the duration of the POC.
- “Term” has the meaning set forth in Section 14.1.
- "Territory" means [any country](#) in which Customer is primarily marketing and distributing its content services, subject to Section **Error! Reference source not found.**.

- “Working Hour” means the period between 9AM to 5PM of a day (other than Saturday or Sunday) on which commercial banks are open for general business in Switzerland.

2. ORDER AND SET-UP OF THE SERVICES

- 2.1 Order. The AWS marketplace ordering process shall apply. As part of the process, Customer must review and accept the terms of this Agreement by clicking on an “Create Contract” button. By clicking Customer is agreeing to be bound by the terms of this Agreement.
- 2.2 Set-up of the Services. Upon accepting the terms of this Agreement and clicking ‘Create Contract’ in the AWS marketplace, you will be redirected to a page where you need to provide information that will allow the NAGRAVISION team to contact you and set-up your service.

3. ACCESS AND USE OF THE SERVICES; LICENSES

- 3.1 Access and Use of the Services. Subject to Customer's compliance with the terms of this Agreement including timely payment to NAGRAVISION of the fees, Customer may during the Term and solely in connection with Customer's internal use of the Services for a Proof of Concept: (a) access and use the Services solely through the Consumer Application that NAGRAVISION will make available via web URL, the app stores or as zip files, and (b) use the Documentation delivered by NAGRAVISION in connection with the Services, as set out in this Agreement. Customer may not sublicense, resell, transfer these rights or use them for the benefit of a third party. Any services not expressly mentioned in this Agreement as provided by NAGRAVISION are excluded from NAGRAVISION's responsibilities.
- 3.2 License to NAGRA OpenTV Video Platform application programming interfaces (or APIs) and Consumer Application. Subject to Customer's compliance with the terms of this Agreement including timely payment to NAGRAVISION of all fees, NAGRAVISION hereby grants to Customer a non-exclusive, non-transferable, and non-sublicensable license in the Territory during the Term to:
 - 3.2.1 Have the Consumers download the Consumer Application published by NAGRAVISION from an application store; use the NAGRA OpenTV Video Platform APIs and Consumer Application with the NAGRA OpenTV Video Platform solely for the purpose of distributing Customer Data to Consumers on supported devices and for the Proof of Concept only; and
 - 3.2.2 authorize Consumers, using Customer's EULA (as set out in section 16.10), to use the NAGRAVISION OpenTV Video Platform APIs and Consumer Application with the supported devices for the sole purpose of viewing and interacting with Customer content for the Proof of Concept only, subject to the terms and conditions of this Agreement.

- 3.3** License to Documentation. NAGRAVISION hereby grants to Customer, a limited, non-transferable, non-exclusive, non-assignable and non-sublicensable license to use the Documentation during the Term in connection with the permitted access and use of the Services under this Section 3. Customer shall have the right to access and use the Documentation as reasonably necessary to give effect to the purpose of the rights granted to Customer in this Agreement.
- 3.4** No Other Rights or Licenses. Except as expressly provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other Intellectual Property Right, express or implied, are granted by NAGRAVISION to Customer under this Agreement.
- 3.5** Restrictions; Unauthorized Use by Third Parties. To the extent permitted by law, Customer shall not attempt, without the prior written consent of NAGRAVISION, to, (i) modify, translate, update, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services or the Customer Application, (ii) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (iii) combine or distribute the Customer Application with any software that is licensed under terms that require or seek to require that the Customer Application (or any associated Intellectual Property Rights) be provided in source code form (e.g., as “open source”), licensed to others to allow the creation or distribution of derivative works or distributed without charge. In addition, Customer shall not, and shall not attempt to, (a) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas or via a sort of ‘bot’ or ‘script’, (b) access or use the Services in order to build a competitive product or service or a product or service using similar ideas, features, functions or graphics of the Services; or (c) license, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or sublicense the Services, (d) make the Services available to any third party, (e) interfere with or disrupt the integrity or performance of the Services or the data contained therein, or (f) attempt to gain unauthorized access to the Services or its related systems or networks. Customer shall promptly notify NAGRAVISION of any unauthorized use of the Services or any portion thereof, including any acts of infringement, as it comes to its attention. Customer shall cooperate, and shall cause its subcontractors, distributors, service providers and suppliers to cooperate, in good faith with NAGRAVISION in the prosecution of any action that NAGRA, in its reasonable discretion, may deem advisable for the protection of its rights.
- 3.6** No right of ownership. Nothing in this Agreement is intended to give Customer or any third party any right of ownership with respect to the Intellectual Property Rights in and to the NAGRA OpenTV Video Platform, the Services and/or the Customer Application.
- 3.7** Updates. The Consumer Application and Operator Console shall include those updates that NAGRAVISION may hereafter make available from time to time and at its sole decision. The rights and/or license granted in this Section shall be extended

automatically for any update from its implementation in the Consumer Application and Operator Console by NAGRAVISION as applicable.

4. CUSTOMER OBLIGATIONS

Throughout the Term of this Agreement and without prejudice to its other obligations under this Agreement, Customer shall fulfil the following obligations:

- 4.1** Generally. Customer may access and use the Services solely in accordance with this Agreement. Customer will adhere to all laws, rules, and regulations applicable to its use of the Services, including the Documentation, the Acceptable Use Policy defined at <https://docs.nagra.com/general/nagra-acceptable-use-policy> (the “**Acceptable Use Policy**”) which may be updated by NAGRAVISION and its suppliers, as applicable, from time to time in accordance with such terms and conditions without the prior consent of, or notice to, Customer. NAGRAVISION shall bear no liability in respect of non-compliance by Customer with the AWS Acceptable Use Policy.
- 4.2** Customer Data. Customer is solely responsible for: (i) compliance of Customer Data (including the storage or transmission thereof) with this Agreement, including but not limited to the Acceptable Use Policy, and with all applicable laws and regulations, including but not limited to copyright laws; (ii) any claims relating to the Customer Data; and (iii) properly and promptly handling, processing and resolving any notices sent to Customer (or any of Customer Affiliates) by any person or entity claiming that Customer Data violates the rights of such person or entity. NAGRAVISION will protect all Customer Data as Confidential Information under this Agreement and will ensure that any Customer Data that includes personally identifiable information is used solely (i) for the performance of NAGRAVISION obligations under this Agreement or (ii) for its improvement of the NAGRA OpenTV Video Platform generally and (iii) for billing Customer under this Agreement. Customer retains all ownership of and rights to, any business intelligence, data and analytics related to Customer and Consumers, and NAGRAVISION may not sell, use, or allow or enable a third party to sell or use such business intelligence, data, or analytics for any purpose other than as provided in this Agreement.
- 4.3** Security and Backup. Customer acknowledges this is a Proof of Concept and NAGRAVISION offers no backup of Customer Data. NAGRAVISION will have no liability of any kind for the deletion, correction, destruction, loss of, or damage to the Customer Data. Customer shall also maintain appropriate security and protection of its computers, laptops and other computing devices accessing the Services. NAGRAVISION shall have no liability whatsoever to Customer or any third-party as a result of (a) any unauthorized disclosure or access to Customer’s account or Customer Data as a result of Customer’s misuse of the Service or loss or theft of any Customer’s password or username; or (b) any deletion, destruction, damage or loss of Customer Data caused by or at the direction of Customer. Notwithstanding any other right of NAGRAVISION under this Agreement, NAGRAVISION may immediately (upon issuance of prompt written notice setting forth the basis for such action) remove or block access to any Customer Data on the Service (i) that NAGRAVISION

believes in good faith violates the terms and conditions of this Agreement or any of the Acceptable Use Policy; or (ii) pursuant to a subpoena or an order issued by a court of competent jurisdiction or government agency

- 4.4** No Content Security. Unless Customer has entered into a separate written agreement with NAGRAVISION for the provision of NAGRAVISION proprietary content protection technology, NAGRAVISION does not supply nor is NAGRAVISION responsible for any security. The Parties shall notify one another immediately of any information relating to the occurrence of any piracy or any suspected piracy in connection with or in relation to the Services or any portion thereof.
- 4.5** Multi-DRM. As concerns the multi digital rights management (“DRM”) license provisioning Service for Supported Devices using third party DRMs (e.g. Google Widevine™, Microsoft® PlayReady®, or FairPlay Streaming by Apple,) Customer acknowledges and agrees that the NAGRA OpenTV Video Platform can handle several third-party DRMs listed in the Documentation but that third party DRMs are not part of NAGRAVISION products or services and are excluded from the scope of the NAGRA OpenTV Video Platform and of the Services. If Customer wishes to use a third-party DRM supported by the NAGRA OpenTV Video Platform, Customer shall be responsible for obtaining the necessary rights to use such third-party DRM software that are required to provide multi-DRM capabilities to Customer in accordance with the Documentation. In case one of these third-party DRM suppliers decides to change its licensing policy in a way that impacts the technical, commercial or legal requirements for the implementation of their DRM with the NAGRA OpenTV Video Platform and such third-party DRM supplier does not allow NAGRAVISION to continue on the basis of the terms based on which NAGRAVISION agreed to contract with Customer, NAGRAVISION will notify the Customer. NAGRAVISION shall cease providing the Services in relation to such third-party DRM by the date the initial terms with such third-party DRM supplier ceases to apply. The access to a third-party DRM does not include any security services in relation to such third-party DRM and NAGRAVISION shall not incur any liability towards Customer in relation to the third-party DRM client.
- 4.6** Export Control and Economic Sanctions. The Parties acknowledge that the Service and/or the Client Application and/or the NAGRA OpenTV Video Platform API and/or certain technology or other materials to be provided and certain transactions under this Agreement may be subject to export controls under applicable laws and regulations of the United States, EU member states, EU and other countries, including the US Export Administration Regulations. Neither Party shall export or re-export (including deemed exports or re-exports) or transfer any items, information, or any direct product thereof or undertake any transaction in any Territory in violation of any such laws or regulations.
- 4.7** Due care. Customer shall at all times access and use the Services with due care and in accordance with the Documentation and other instructions provided by NAGRAVISION to Customer from time to time in advance, and always by adequately

qualified and trained personnel. Customer is responsible for such personnel' use of Customer Data, the Customer Application, and the Services. If Customer becomes aware of any violation of its obligations under this Agreement by personnel of Customer, it will promptly suspend or terminate such personnel's access to the Services.

- 4.8** Information on AI use. Customer acknowledges and agrees that the Services being rendered using generative AI solutions, Customer must inform the users of the Service using recommendations, searches, prompts and getting Outputs from the NAGRA OpenTV Video Platform are interacting with an AI system and not a human person.

5. DATA PRIVACY

In connection with the provision of the Services, Customer may collect and NAGRAVISION may process on behalf of Customer, directly or through subcontractors, certain Personal Data of Customer and Consumers. With respect to any and all processing, collection, storage, handling and protection of such Personal Data, the Data Protection Addendum (DPA) attached to this Agreement as Exhibit 1 shall apply. Customer warrants that it has obtained all necessary rights and consents under applicable laws to disclose to NAGRAVISION or its partners involved in the provision of the Services to collect, use, retain, and disclose any Personal Data that Customer provides to us as required for the Services. NAGRAVISION will provide some or all of the Services from systems located within the United States or other countries outside of Switzerland. Customer authorizes that Personal Data may be transferred, processed and stored outside of Switzerland. NAGRAVISION will implement technical and organizational measures to secure personal data processed through use of the Service in accordance with applicable data protection law as set out in the DPA.

6. FEES

- 6.1** Fees and payment methods. Customer shall pay to NAGRAVISION the NAGRAVISION fee as set out on the AWS Marketplace page for NAGRA OpenTV Video Platform. The fee is a one-time fee due upon ordering of the Service on the AWS marketplace. This fee covers a maximum of 1000 active Consumers where an active account means the account has accessed an API within the NAGRA OpenTV Video Platform in the calendar month. The fee for the Services is based on the Service Description. The fee shall be paid by means of the AWS account attached to the user account through which this Agreement is entered into. The Refund Policy is stated on the AWS Marketplace listing page.
- 6.2** Payments Terms. All amounts payable to NAGRAVISION under this Agreement shall be paid by Customer in United States dollars which Customer hereby authorizes NAGRAVISION to charge in accordance with Section 6.1.

- 6.3 Invoicing. The charges pertaining to the NAGRA OpenTV Video Platform Proof of Concept will appear on the Customer's standard AWS Usage Invoice.
- 6.4 Usage Reports. Customer authorizes and hereby agrees that NAGRAVISION is entitled (i) to obtain from the database of the NAGRA OpenTV Video Platform Solution used for the Services, the Customer, its Affiliates and any third party providers of the Services all information that it may reasonably require to check the total number of Consumers involved in the Proof of Concept and (ii) to share such information with its Affiliates and any third party provider which have a need and/or a right to know for the provision of the Services.
- 6.5 Taxes; charges. Taxes will apply as per country rules in accordance with the provisions set out in the [list of countries and corresponding taxes](#). The fees to be paid by Customer in accordance with this Agreement are exclusive of any taxes that might be assessed against Customer by any jurisdiction. Customer shall pay or reimburse NAGRAVISION for, all value-added, sales, use, property and similar taxes; all customs duties, import fees, stamp duties, license fees and similar charges; and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of NAGRAVISION. All amounts payable to NAGRAVISION under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings and/or duties of any nature which may be levied or imposed, including without limitation, value added tax, customs duty and withholding tax. Customer acknowledges and agrees that the payment by credit card does not allow any deduction in relation to withholding tax and if Customer is at any time required by any applicable law to make any such deduction from any amount due to NAGRAVISION under this Agreement, then Customer shall have to pay such amount to the relevant authority of its country separately and NAGRAVISION shall not incur any responsibility in this regard and Customer shall fully indemnify NAGRA for any costs or damages NAGRAVISION may suffer as a result of a breach by Customer. To the extent there is a double taxation treaty applicable which allows to obtain a reduced rate of withholding tax, upon request from Customer by email to aws.marketplace@nagra.com. NAGRAVISION will do reasonable efforts to provide Customer with the necessary documents requested under the applicable double taxation treaty to obtain the reduced rate of withholding tax. Customer acknowledges and agrees that the fees charged do not include and Customer will bear, any charges applied by Customer bank for the transaction, including but not limited to, payment in foreign currency or payment to a foreign entity.

7. **SERVICE LEVEL AGREEMENT**

NAGRAVISION is not taking any commitment in terms of service level agreement.

If Customer discovers a defect in the Services, Customer shall promptly notify NAGRAVISION of such defect by sending an email to aws-marketplace@nagra.com and provide sufficient information to NAGRAVISION to enable NAGRAVISION to reproduce the defect. NAGRAVISION shall use reasonable efforts to correct any such defect that is capable of reproduction within a reasonable period of time taking into account the nature

of the defect. Such commitment shall constitute the sole and exclusive remedy of Customer with respect to any such defect. NAGRAVISION shall not be required to correct any defect to the extent caused by: (a) the unauthorized modification of the Services by Customer or any third party authorized by Customer or acting upon Customer's instruction, (b) use of the Services for other than as authorized under this Agreement, (c) the use of a release version other than a current release of the Services and Customer Application or failure of Customer to use replacement technology or comply with operational, technical or other guidelines provided by NAGRAVISION in a timely manner, if such current release or replacement technology would not have caused such defect, (d) modifications, additions or changes made to the Services by or at the request of Customer.

NAGRAVISION reserves the exclusive right, in its discretion and at its expense, to change, modify, update, or enhance the Service from time to time.

Support is limited to email exchanges during Working Hours. Customer may contact NAGRA's support team via the NAGRAVISION support portal at <https://services.nagra.com/SignIn>. NAGRAVISION will do reasonable commercial efforts to resolve the reasonable support query.

The Services are provided in accordance with the limits, loads, and performance limitations set forth in the Service Description. The Services may be temporarily suspended pursuant to Section 13 for any increase of the limits, loads, or performance limitations of the Services caused by Customer beyond those set forth in the Service Description.

8. REPRESENTATIONS AND WARRANTIES

8.1 NAGRAVISION's Representations and Warranties

8.1.1 NAGRAVISION warrants that the Services provided under this Agreement will be performed in a professional manner consistent with generally accepted industry standards. NAGRAVISION further warrants that all staff involved in providing the services are appropriately qualified and trained.

8.1.2 Disclaimer of Warranty. THE NAGRA OPENTV VIDEO PLATFORM PROOF OF CONCEPT SERVICES AND THE NAGRAVISION UNDERLYING ELEMENTS USED TO DELIVER SUCH SERVICES AND AI TOOLS USED TO RENDER THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. NAGRAVISION DOES NOT WARRANT, AND DISCLAIMS THAT, THE SERVICES ARE ACCURATE, COMPLETE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED, OR THAT NAGRAVISION WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICES. NAGRAVISION EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE, OR TRADE USE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1.1, NAGRAVISION MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES

OF ANY KIND WITH RESPECT TO THE SERVICES, OR THEIR CONDITION TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Customer's Representations and Warranties

- 8.2.1** Customer represents and warrants to NAGRAVISION that all information provided to NAGRAVISION, including the one entered as part of the registration process on the NAGRA web portal about your identity and your business, is true, complete and accurate and that Customer has the power and authority to enter into this Agreement and to perform fully its obligations hereunder, and is under no contractual or other legal obligation which shall in any way interfere with its full, prompt, and complete performance hereunder.
- 8.2.2** Customer represents, warrants and covenants to NAGRAVISION that Customer is currently in compliance, and throughout the term of this Agreement shall continue to comply, and shall cause each of its subcontractors, distributors and other designees to comply, with all applicable laws, regulations and local practices existing from time to time.
- 8.2.3** Customer represents and warrants to NAGRAVISION that: (a) Customer or its licensors own all right, title, and interest in and to the Customer Data; (b) Customer has all rights in the Customer Data necessary for their delivery to NAGRAVISION and use in relation to the use of the Services under this Agreement; and (c) none of the Customer Data or use by the Customer of the Services will violate the Acceptable Use Policy.
- 8.2.4** Customer further represents and warrants that it has all rights and permissions required to submit Prompts to the Services.

9. CONFIDENTIALITY

- 9.1** Confidential Information. Each party acknowledges that through this Agreement and the Services it may have access directly or indirectly to confidential information and materials concerning the other party's (and its affiliates, vendors, licensors, business partners or employees, contractors or agents) business, products, roadmaps, plans, customers, technology, marketing, finances, pricing that are confidential and of substantial value to such party ("Confidential Information"). Confidential Information includes (a) the terms of the Agreement (including any amounts payable by Customer hereunder), (b) all information regarding the design, functionality, operational methods, know-how, processes, algorithms, trade secrets, security and coding of NAGRAVISION' (and its vendors' and licensors') technology (including the NAGRA OpenTV Video Platform and the Customer Application), any Documentation and (c) any Customer account information; and (d) any other information, whether disclosed orally or in written form, that is identified as "confidential," "proprietary" or the like at the time of such disclosure (or would have been reasonably understood to have

been confidential at the time of disclosure given the context and nature of the disclosure).

9.2 Restrictions. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in strict confidence and to take all reasonable measures to protect the secrecy of and avoid disclosure and/or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information solely for the purpose of performing the Agreement and shall only disclose such Confidential Information to its employees on a reasonable "need to know" basis. The receiving party agrees to notify the providing party promptly in writing of any misuse or misappropriation of Confidential Information of the providing party that may come to the receiving party's attention. The foregoing obligations shall not apply to any information that (a) is in, or becomes part of the public domain without violation of this Agreement; (b) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the providing party; (c) is legally obtained by the receiving party from a third party without an obligation of confidentiality; (d) is independently developed by the receiving party as demonstrated by written records, completely independent of any such disclosure by the providing party; (e) is approved for release by express written agreement of the providing party; or (f) is required to be disclosed in order to comply with a judicial order or decree, or request of an arbitral court, provided that the receiving party shall use its best efforts to maintain the confidentiality of the Confidential Information, e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify the providing party thereof and give both parties the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence. The above exceptions have to be evidenced by the receiving party.

9.3 Return. All materials and documents that have been furnished by the providing party to the receiving party (and any copies, compilations, summaries, analyses, or other documents containing or reflecting the receiving party's use of the providing party's Confidential Information) will be promptly returned or destroyed, at the discretion of the providing party, at any time upon the providing party's written request during the term of the Agreement and/or upon the termination or expiration of this Agreement, except that such obligation shall not apply to electronic files that are retained by receiving party in accordance with its general archival policy undertaken in the ordinary course of business, provided that such files remain confidential in accordance with the provisions of this Agreement. In the case of destruction of the Confidential Information as provided above, the receiving party shall confirm said

destruction in writing within three (3) calendar days after the request of the Providing Party.

- 9.4** Remedies. Each party understands that any violation of this Section 9 may cause the other party immediate and irreparable harm which money damages cannot adequately remedy. Therefore, upon any actual or impending violation of this Section 9, the receiving party consents to issuance by any court of competent jurisdiction, of a restraining order, preliminary and / or permanent injunction, without bond, restraining or enjoining such violation by the receiving party or any entity or person acting in concert with the receiving party. The receiving party understands that such orders are additional to and do not limit the availability to providing party of any other remedy.

10. PROPRIETARY RIGHTS

- 10.1** NAGRAVISION Proprietary Information. Customer agrees that, as between the Parties and for all purposes under the laws of all countries, NAGRAVISION shall be considered the owner of the Intellectual Property Rights in the NAGRA OpenTV Video Platform and in the Services and the Customer Application, including without limitation all copies, updates, upgrades, corrections, improvements, modifications and derivative works thereof, as well as all technology, specifications, technical information and/or documents, schematics and/or plans relating thereto and/or information, document, software, processes, know-how, trade secrets, designs, inventions or other works of authorship used therefor (collectively, "NAGRAVISION Proprietary Information") which are the exclusive property of NAGRAVISION or its licensors.
- 10.2** Proprietary Legends. Customer agrees not to, and to ensure that Customer, its subcontractors, distributors, suppliers and service providers do not, remove any copyright notice, trademark notice or other proprietary or restrictive notice, statement, logo or legend contained in, included in, or relating to any material provided by NAGRAVISION hereunder, and shall, and shall cause its subcontractors, distributors, suppliers and service providers to, reproduce and copy all such information on all copies that are authorized, including such copies as may be necessary for archival or back-up purposes.
- 10.3** Feedback. If Customer provides any suggested improvements to the Services to NAGRAVISION or its Affiliates ("Feedback"), NAGRAVISION shall own all right, title, and interest in and to the Feedback, even if Customer has designated the Feedback as confidential. NAGRAVISION and its Affiliates will be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns to NAGRAVISION all right, title, and interest in and to the Feedback.

11. PROTECTION OF THE SERVICES AND OF THE CUSTOMER APPLICATION

Unauthorized Use by Third Parties. NAGRAVISION and Customer shall promptly notify one another of any unauthorized use of the Services and/or of the Customer Application or any portion thereof, including any acts of infringement, as it comes to either Party's attention. Customer shall cooperate in good faith with NAGRAVISION in the prosecution of any action that NAGRAVISION, in its reasonable discretion, may deem advisable for the protection of its rights and shall make available all information as may be relevant for the purpose of such prosecution. If requested by NAGRAVISION, Customer shall join with NAGRAVISION at NAGRAVISION's expense in any such action; provided that NAGRAVISION shall not bear the cost of Customer's attorneys' fees and other professional service fees except as authorized by NAGRAVISION. Customer shall have no right to take any action with respect to the Services and/or the Customer Application or any portion thereof except as expressly provided herein or with NAGRA's prior consent.

12. ASSIGNMENT

No assignment. Customer shall not transfer or assign this Agreement or any of its rights or obligations hereunder, the Services or any component thereof, or any other materials provided hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of NAGRAVISION, which consent may be withheld for any reason whatsoever, as determined by NAGRAVISION in its sole discretion. Any purported assignment or transfer by Customer without NAGRAVISION's prior written consent shall be void and of no effect. NAGRAVISION may freely assign this Agreement or any right under this Agreement without the prior written consent of Customer.

13. TEMPORARY SUSPENSION OF THE SERVICES.

Notwithstanding anything to the contrary herein, NAGRAVISION may suspend Customer's right to access or use any portion or all of the Services immediately upon notice to Customer if, and for long as, NAGRAVISION reasonably determines that: (a) Customer's use of the Services (i) is causing a significant threat to the functionality, security, integrity, or availability of the Service or any content, data, or applications in the Service or to any third party, (ii) is violating the Acceptable Use Policy, (iii) threatens to have, or is causing, a material adverse impact on NAGRAVISION's systems or the Services including, but not limited to, exceeding the technical limitations and restrictions on the use Services set forth in this Agreement, or (iv) is reasonably suspected as being fraudulent; and/or (b) Customer is in material breach of this Agreement including, but not limited to, breach of its payment obligations under Section 6. When reasonably practicable and lawfully permitted, NAGRAVISION will provide Customer with advance notice of any such suspension. NAGRAVISION will use reasonable efforts to lift the Service suspension promptly after NAGRAVISION has determined that the issue causing the suspension has been resolved to NAGRAVISION's satisfaction. If NAGRAVISION suspends Customer's right to access or use any portion or all of the Services pursuant to this Section 13, Customer shall remain responsible for all fees and charges incurred during the period of suspension.

14. TERM/TERMINATION

14.1 Term. This Agreement shall commence on the date Customer is clicking the 'Create Contract' button on the AWS marketplace ("Effective Date") and shall continue for until the earlier of (i) thirty (30) days, and (ii) the date both Parties enter into an agreement for the commercial use of the NAGRA OpenTV Video Platform.

14.2 Termination by NAGRAVISION. NAGRAVISION in its sole discretion may terminate this Agreement (i) immediately and without prior breach notice if Customer has not paid any fees when due, has breached any confidentiality obligation or has misused the Services, or (ii) NAGRAVISION reasonably believes that Customer's use of the Service is illegal or will subject NAGRAVISION to civil or criminal liability. Upon any such termination for cause by NAGRAVISION under Section 14.2, Customer will remain obligated to pay all amounts accrued or payable to NAGRAVISION prior to the effective date of termination and all fees payable for any remainder period the Term.

14.3 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement Customer's access and use of the Services shall immediately cease. Customer will cease to use the Customer Application. NAGRAVISION will permanently erase all Customer Data stored on the Service-enabling infrastructure. Customer shall promptly, following such termination or expiration, return to NAGRAVISION all NAGRAVISION's Proprietary Information. Upon request from NAGRAVISION, Customer agrees to certify in writing that Customer is no longer in possession of any NAGRAVISION Confidential Information. Termination or expiration of this Agreement shall not relieve Customer from the payment of amounts that have become due prior to such termination or expiration. It is understood that save in case of termination of the Agreement for breach by NAGRAVISION, in case of early termination of the Agreement or cease of use of the Services all outstanding amount at that date shall become payable immediately.

15. LIMITATION OF LIABILITY

15.1 IN NO EVENT SHALL NAGRAVISION BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT OR THE RIGHTS GRANTED OR THE SERVICES OR THE USE OF THE SERVICES OR ANY PORTION THEREOF, HOWEVER CAUSED, EVEN IF NAGRAVISION HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. CONSEQUENTIAL, INCIDENTAL, INDIRECT, AND PUNITIVE DAMAGES REFERRED TO UNDER THIS SECTION 15 SHALL INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF REVENUE OR PROFITS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF INVESTMENT, LOSS OF GOODWILL AND/OR LOSS OF DATA.

15.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO

EVENT SHALL NAGRAVISION'S AND ITS AFFILIATES' TOTAL LIABILITY FOR DAMAGES OR LOSSES OF ANY KIND UNDER OR IN RELATION TO THIS AGREEMENT EXCEED, EITHER INDIVIDUALLY OR IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO NAGRAVISION UNDER THIS AGREEMENT.

- 15.3** NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY TO THE OTHER PARTY: (1) FOR DEATH OR PERSONAL INJURY ARISING OUT EITHER PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (2) DUE TO THE FRAUD OR FRAUDULENT MISREPRESENTATION OF A PARTY, OR (3) FOR MISAPPROPRIATION OR MISUSE OF CONFIDENTIAL INFORMATION.

16. MISCELLANEOUS PROVISIONS

- 16.1** Compliance with Laws and Regulations. Each of the Parties agrees to generally observe all applicable laws and regulations in the performance of its obligations under this Agreement.
- 16.2** Notice. All notices, requests, responses, acceptances, consents and other communications required or permitted by this Agreement shall be made electronically at aws-marketplace@nagra.com for notices to be sent to NAGRAVISION and to the email address used by Customer to accept this Agreement for notices to be sent to Customer.
- 16.3** Entire Agreement. This Agreement and content accessible through the URLs mentioned in the Agreement (which are hereby incorporated as part of this Agreement) constitute the entire agreement between NAGRAVISION and Customer relating to the subject matter hereof, and supersede all prior or contemporaneous representations, understandings and agreements, whether oral or written, relating to the subject matter hereof. In the event of any conflict or inconsistency between the provisions accessible through the URLs and the body of this Agreement, the provisions accessible through the URLs shall prevail.
- 16.4** No waiver. Failure by either Party to enforce at any time any of the provisions of this Agreement shall not in any way be construed as a waiver of such provision nor in any way affect the validity of the Agreement, any right hereof or, the right of any Party thereafter to enforce any provision of the Agreement. Should the Parties agree on any waiver of their rights under this Agreement such waiver shall be made in writing and state the specific purpose and time during which the waiver shall be effective.
- 16.5** Severance. If any provision or provisions of this Agreement or any part thereof are rendered void, illegal or unenforceable in any respect, the Parties shall use their reasonable efforts to substitute to such provisions, valid provisions that in their economic effect come so close to the original provisions that it can reasonably be assumed that the Parties would have executed this Agreement including the new provisions. In the event that such provisions cannot be found, the illegality or unenforceability of such provisions of this Agreement shall not affect the validity of

the Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it can be reasonably assumed that the Parties would not have executed this Agreement without the invalid provisions.

- 16.6** Force Majeure. Neither Party shall be liable for delay in performance, or failure to perform hereunder (other than performance of any obligation to make any payment) due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, acts of war, internet, electrical or power outages, utilities or other telecommunications failures, embargo, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, terrorism, acts or threats of terrorism, cyber-attacks, outbreak of viruses, cessation of labor (in each case to the extent beyond its control) or intervention by any governmental authority; provided, that such Party shall give notice to the other party of any actual or anticipated delay, shall use its best efforts to minimize any such delay and overcome its effects and shall promptly resume performance when the cause of such delay is removed. If, after thirty (30) days from the date of the aforesaid notice to one Party, the other Party shall still be prevented, by the cause as to which it gave notice, from continuing with its performance, the said Party shall be entitled to terminate this Agreement.
- 16.7** Independent Contractors. The Parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party.
- 16.8** Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of Switzerland without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date when the Notice of Arbitration is submitted in accordance with such Rules. The number of arbitrators shall be one appointed according to the said Rules. The seat of the Arbitration shall be Lausanne, Switzerland, and the arbitral proceedings shall be conducted in English. The Parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.
- 16.9** Survival. Notwithstanding any expiration or termination of this Agreement, the Parties' obligations, acknowledgments, representations, warranties and covenants which by their express terms extend beyond termination or expiration of the Agreement or which by their nature should so extend will survive such termination and remain in full force and effect.
- 16.10** **MINIMUM TERMS AND CONDITIONS OF CUSTOMER EULA**

Customer shall provide Consumers with access to the Consumer Application only upon prior written agreement on the terms of Customer's EULA (by clicking "I agree").

Customer shall ensure that the EULA at a minimum, include and otherwise be consistent with the following provisions, which wording can be adapted by Customer if required by local law or other applicable regulations. Customer shall be responsible towards the Consumer for any warranties on the Customer Application, express or implied by law to the extent not disclaimed and for addressing any claims of the Consumer relating to the Customer Application or its use in the context of the EULA:

- The Customer Application, documentation and fonts accompanying this EULA whether on disk, in read only memory, on any other media or in any other form are licensed, not sold, to you (you as used herein refers to the Consumer being bound by this Consumer EULA) by NAGRAVISION for use only under the terms of this EULA, and NAGRAVISION reserves all rights not expressly granted to you. The terms of this EULA will govern any software upgrades provided by NAGRAVISION that replace and/or supplement the original Consumer Application unless such upgrade is accompanied by a separate license in which case the terms of that license will apply.
- Subject to the terms and conditions of this EULA, you are granted a limited non-exclusive, non-transferable, and non-sublicensable license to install the Consumer Application on your device and to use the Consumer Application to get access to the application store in accordance with the usage rules set forth in the application store terms of service and/or to NAGRA OpenTV Video platform in accordance with the terms and conditions of Customer.
- You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this EULA), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the Consumer Application, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components included with the Consumer Application). Any attempt to do so is a violation of the rights of your use of the Consumer Application.
- **Transfer.** You may not rent, lease, lend, transfer, redistribute or sublicense the Consumer Application unless there is an explicit agreement between NAGRAVISION and the Customer.
- **Updates.** NAGRAVISION may release updates to the Consumer Application at its convenience. You acknowledge and agree that you may be instructed to install the update and to stop using the previous version of the Consumer Application failing which access to the application store and /or to the NAGRA OpenTV Video platform may be denied. If a Customer Application update completely replaces (full install) a previously licensed version of the Consumer Application, you may not use both versions of the Consumer Application at the same time nor may you transfer them separately.
- **Consent to Use of Data.** You agree that NAGRAVISION may collect and use technical and related information, including but not limited to technical information about your Approved Device, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Consumer Application and to the services provided to you by NAGRAVISION and to verify compliance with the terms of this License. NAGRAVISION may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.
- **Termination.** The license is effective until terminated. Your rights under this License will terminate automatically without notice from NAGRAVISION if you fail to comply with any term(s) of this EULA.

Upon the termination of this EULA, you shall cease all use of the Consumer Application and destroy all copies, full or partial, of the Consumer Application.

- ***Disclaimer of Warranties.*** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONSUMER APPLICATION IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND THAT USE OF THE CONSUMER APPLICATION IS AT YOUR SOLE RISK. NAGRAVISION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CONSUMER APPLICATION, EITHER EXPRESS IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF PERFORMANCE, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NAGRAVISION DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE CONSUMER APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE CONSUMER APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CONSUMER APPLICATION WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE THAT THE CONSUMER APPLICATION ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE CONSUMER APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CUSTOMER OR A CUSTOMER AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE CONSUMER APPLICATION PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

- ***Limitation of Liability.*** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL NAGRAVISION BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE CONSUMER APPLICATION OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF NAGRAVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL CUSTOMER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- ***Third Party Acknowledgements and Terms.*** Portions of the Consumer Application utilize or include third party software, open-source software and other copyrighted material. Acknowledgements, licensing terms and additional disclaimers for such material are contained in the "online" electronic documentation for the Consumer Application or may otherwise accompany such material, and your use of such material is governed by their respective terms.

Exhibit 1

Data Protection Addendum

1. DATA PROCESSING TERMS

In the course of providing the Services to Customer pursuant to the Agreement, NAGRAVISION may process Personal Data as required and as otherwise directed by Customer in accordance with applicable Data Protection Laws. NAGRAVISION and Customer agree to comply with the following provisions with respect to any Personal Data submitted by or for Customer to the Services or collected and Processed by or for Customer using the Services.

The attachments listed hereafter are hereby incorporated into this DPA by this reference:

- Attachment 1 - Description Of Personal Data Processing Activities
- Attachment 2 - Standard Contractual Clauses (SCCs)

2. DEFINITIONS

Capitalised words and expressions used herein shall have the following meaning:

“Customer Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with the Agreement.

“Contracted Processor” means **NAGRAVISION** or a Sub-processor.

“Data Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller.

“Data Protection Laws” means all applicable laws and regulations relating to the Processing of Personal Data including, as the case may be, the EU General Data Protection Regulation 2016/679, and/or the Swiss Federal Act on Data Protection and its ordinance (as amended, supplemented or superseded from time to time).

“Data Subject” means the individual to whom Personal Data relates.

“EEA” means the European Economic Area, (i.e. EU member states + Norway, Liechtenstein and Iceland as of Effective Date).

“Personal Data” means any information relating to an identified or identifiable person where such data is submitted to the Services defined in the Agreement, as Customer Personal Data.

“Process”, “Processing” or “Processed” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction of Personal Data.

“Personal Data Breach” shall have the meaning set forth in Article 11.

“Services” means the services or other activities to be supplied to or carried out by or on behalf of NAGRAVISION pursuant to the Agreement.

“Sub-processor” means any Data Processor appointed by or on behalf of NAGRAVISION to Process Personal Data on behalf of Customer in connection with the Agreement.

3. PROCESSING OF PERSONAL DATA

3.1. Roles of the Parties

The Parties acknowledge and agree that, with regard to the Processing of Personal Data, Customer is the Data Controller, NAGRAVISION is the Data Processor and that NAGRAVISION may engage Sub-processors pursuant to Article 5 Sub-Processors below (as applicable).

3.2. Customer’s Processing of Personal Data

Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws. In particular, Customer’s instructions for the Processing of Personal Data shall comply with applicable Data Protection Laws and be consistent with this DPA and the Agreement. Customer shall have sole responsibility for 1) obtaining appropriate consent and authorization of Data Subjects for the disclosure to and Processing of Personal Data by NAGRAVISION as contemplated under the Agreement or ensuring that Customer is entitled to collect and transmit Personal Data to NAGRAVISION based on another legal ground, and 2) the accuracy, quality and legality of Personal Data and the means by which Customer acquired Personal Data.

3.3. NAGRAVISION’s Processing of Personal Data

NAGRAVISION may Process Personal Data on behalf of Customer as part of supporting NAGRAVISION’s provision of the Services to Customer. NAGRAVISION 1) shall Process Personal Data in accordance with the requirements of applicable Data Protection Laws, 2) shall Process Personal Data on behalf of and in accordance with Customer’s documented instructions, and 3) shall treat Personal Data as Confidential Information. NAGRAVISION is not entitled to process Customer’s data in any way that is contrary to these provisions.

If NAGRAVISION is of the view that a Customer’s instruction is a breach of legal provisions pertaining to data protection, NAGRAVISION shall inform the Customer. NAGRAVISION shall be entitled to postpone execution of the relevant instruction until it is verified or amended by the Customer. NAGRAVISION shall not be entitled to perform a substantive review.

3.4. Personal Data Processing Scope

Attachment 1 to this DPA sets out certain information regarding the Contracted Processors’ Processing of Customer’s Personal Data. The Parties shall give each other written notice if the information detailed in Attachment 1 needs to be updated. The Parties shall amend Attachment 1 in case of any material change to the Processing activities subject to this DPA.

4. NAGRAVISION’S PERSONNEL

NAGRAVISION shall take reasonable steps to ensure (1) the reliability of any employee of any Contracted Processor who may have access to Customer’s Personal Data, (2) access is limited to those individuals who need to know/access the relevant Customer’s Personal Data, as necessary for the purposes of the Agreement and compliance with applicable Data Protection Laws in the context of that individual’s duties to the Contracted Processor, and (3) all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. SUB-PROCESSORS

5.1. Appointment of Sub-processors

Sub-Processing for the purpose of this DPA is to be understood as meaning services which directly relate to the provision of the main Services to be provided according to the Agreement. Customer acknowledges and agrees NAGRAVISION may engage third-party Sub-processors (including NAGRAVISION's Affiliates) in connection with the provision of the Services, as listed in Attachment 1.

5.2. Sub-processors List and Notification of new Sub-processors

NAGRAVISION shall make available to Customer a list of Sub-processors who are involved in Processing Personal Data in connection with the provision of the Services, if any, together with a description of the nature of services provided by each Sub-processor. NAGRAVISION shall notify Customer in writing of any update to the Sub-processor lists before authorizing any new Sub-processor to Process Personal Data in connection with the provision of the applicable Services.

5.3. Objection Right for New Sub-processors

If Customer has a reasonable basis to object to NAGRAVISION's use of a new Sub-processor, Customer shall notify NAGRAVISION promptly in writing but no later than ten (10) working days after receipt of NAGRAVISION's notice provided in accordance with sub-Section 5.2. In the event Customer objects to a new Sub-processor and that objection is objectively justified, Supplier will use reasonable efforts to make available to Customer a change in the affected Services or recommend a commercially reasonable change to Customer's configuration or use of the affected Services to avoid Processing of Personal Data by the objected-to new Sub-processor. If NAGRAVISION is unable to make available such change within a reasonable period of time, which shall not exceed ninety (90) days, Customer may terminate that portion of the Services which cannot be provided by NAGRAVISION without the use of the objected-to new Sub-processor, by providing written notice to NAGRAVISION.

5.4. Liability

Subject to Section 14 below, NAGRAVISION shall be liable for any breach of the applicable data protection obligations by Sub-processors it appoints or transfers Personal Data.

6. SECURITY OF PERSONAL DATA

Taking into account the state of the art, the cost of implementation and the nature, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, NAGRAVISION shall, in relation to Customer Personal Data, implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk and more particularly to avoid a Personal Data Breach.

7. PRIVACY IMPACT ASSESSMENTS AND CONSULTATION

Upon Customer's request, NAGRAVISION shall provide reasonable assistance and information to Customer necessary for it to demonstrate compliance with applicable Data Protection Legislation, including assistance with privacy impact assessments and/or consultations with supervising data protection authorities as imposed by applicable Data Protection Legislation, in each case solely in relation to Processing of Customer Personal Data by and taking into account the nature of the Processing and information available to NAGRAVISION.

8. RIGHTS OF DATA SUBJECTS

8.1. Correction, Blocking and Deletion

To the extent Customer, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by applicable Data Protection Laws, NAGRAVISION shall provide all reasonably necessary assistance to Customer to facilitate such actions with respect to the Services to the extent such actions do not require material changes to the Services and NAGRAVISION is legally permitted to do so.

8.2. Data Subject Requests

NAGRAVISION shall, to the extent legally permitted, inform Customer in a timely manner of any request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. NAGRAVISION shall not respond to any such Data Subject request except on instructions of Customer save to confirm that the request relates to Customer or as required by applicable law. NAGRAVISION shall cooperate and reasonably assist Customer in relation to handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Services.

9. CROSS BORDER PERSONAL DATA TRANSFERS

9.1. Identification of data flows and joint efforts to implement appropriate safeguards

In order to efficiently perform certain Services under the Agreement, Customer Personal Data may need to be processed outside the EEA, Switzerland or otherwise outside the country in which Customer Personal Data was originally obtained by NAGRAVISION. Such cross-border processing activities may e.g. be a result of cloud based IT solutions implemented and used as part of the Services and will be described in Attachment 1.

The Parties will actively work together to identify (i) cross border Personal Data flows; (ii) the locations where Customer Personal Data will be stored; (iii) the Sub-processors involved in cross border processing activities contemplated under the Agreement; and (iv) the safeguards, measures and actions that need to be implemented or executed in order to ensure compliance with the applicable Data Protection Legislation. In all events, the Parties shall ensure that all cross-border Processing activities of Customer Personal Data are performed in accordance with Articles 3.2 and 3.3 above.

9.2. Transfer of personal data outside the EEA/Switzerland

The Parties agree that for any transfer of Customer Personal Data to a country outside the EEA or Switzerland that has not been designated by the European Commission as ensuring an adequate level of protection pursuant to applicable Data Protection Legislation, NAGRAVISION shall implement appropriate measures in compliance with GDPR.

10. PERSONAL DATA BREACH AND NOTIFICATION

NAGRAVISION shall maintain reasonable security incident management procedures designed to promptly identify, prevent, investigate, mitigate any Personal Data Breach. NAGRAVISION shall notify Customer in writing without undue delay after becoming aware of any accidental, unauthorized or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to, Customer Personal Data. NAGRAVISION shall make its best efforts to identify and remediate

the cause of such Personal Data Breach. The notification to the Customer shall contain at least the information listed in Art. 33 (3) GDPR. To the extent Customer is subject to Personal Data Breach notification obligations pursuant to the applicable Data Protection Legislation, NAGRAVISION shall reasonably cooperate and support Customer in complying with such obligations.

11. RETURN OR DELETION OF CUSTOMER PERSONAL DATA

NAGRAVISION shall promptly as of the date of cessation of any Services involving the Processing of Customer Personal Data, at the choice of Customer, return or delete remaining Customer Personal Data, unless legislation imposed upon NAGRAVISION or order of a governmental, judiciary or regulatory body prevents it from returning or destroying all or part of Customer Personal Data. In that case, NAGRAVISION shall maintain the confidentiality of Customer Personal Data in accordance with the confidentiality obligations set forth in the Agreement.

12. INDEMNIFICATION; EXCLUSIVE REMEDY

- 12.1. Subject to the limitations of Article 13 and as Customer's sole and exclusive remedy, and NAGRAVISION's and its Sub-processors entire liability to Customer, for any violation of any applicable Data Protection Legislation or breach of this DPA, but expressly excluding any breach of the SCCs, NAGRAVISION shall indemnify and hold harmless Customer for any:

- 1) mandatory compensation to the extent actually paid by Customer to a Data Subject (e.g. under Article 82 of the General Data Protection Regulation); and/or
- 2) administrative fine imposed on Customer to the extent actually paid to the relevant authority (e.g. under Article 83 of the General Data Protection Regulation);

under the applicable Data Protection Legislation if and to the extent that such act or omission for which Customer paid the imposition of the administrative fine (as applicable), has been caused by:

- 1) NAGRAVISION's violation of the applicable Data Protection Legislation; and/or
- 2) NAGRAVISION's breach of the obligations under this DPA; and/or

- 12.2. Subject to the limitations of Article 13 and as NAGRAVISION's sole and exclusive remedy, and Customer's entire liability to NAGRAVISION, for any violation of any applicable Data Protection Legislation or breach of this DPA, but expressly excluding any breach of the SCCs, Customer shall indemnify and hold harmless NAGRAVISION for any:

- 1) mandatory compensation to the extent actually paid by NAGRAVISION to a Data Subject (e.g. under Article 82 of the General Data Protection Regulation); and/or
- 2) administrative fine imposed on NAGRAVISION to the extent actually paid to the relevant authority (e.g. under Article 83 of the General Data Protection Regulation);

under the applicable Data Protection Legislation if and to the extent that such act or omission for which NAGRAVISION paid the compensation and/or the administrative fine (as applicable) has been caused by Customer's violation of applicable Data Protection Legislation and/or breach of Customer's obligations under this DPA, including breach of sub-section 3.2.

- 12.3. A Party seeking indemnification under any of the provisions set out in this Article 12 shall (i) promptly notify the other Party in writing about the details of the claim and/or administrative fine (including specific allegations) but in no event later than thirty (30) days after

receipt of such claim, provided that any delay in giving such notice shall not preclude the Party from seeking indemnification or reimbursement thereunder if: (a) such delay has not materially prejudiced the defense of the claim; and (b) such delay does not materially affect the amount of any damages awarded, the amount paid in settlement, or the amount of the fine paid; (ii) provide the other Party with all information and assistance that is reasonably requested by the other Party; and (iii) give the other Party the opportunity to fully cooperate in the defense and settlement of the claim (using its own counsel at its own cost). Any ceasing to defend against, or settlement of, the claim and/or administrative fine shall be agreed between the Parties.

- 12.4. Notwithstanding any other provision in this Agreement, a Party shall have no obligation to indemnify or reimburse the other Party (the "Indemnified Party") with respect to any claim or fine to the extent arising from (i) the Processing of Personal Data in accordance with the written instructions of the Indemnified Party; (ii) the Processing of Personal Data in accordance with the representations of the Indemnified Party (e.g. that the Indemnified Party had obtained necessary end-user consents or provided end-user notices) (iii) the Processing of Personal Data by the Indemnified Party or any third party acting on behalf of the Indemnified Party (iv) the failure of the Indemnified Party to implement and use any updates, upgrades, corrections or enhancements to the Services that are made available to the Indemnified Party at no additional charge or (v) any cross-border transfer of Personal Data by the Indemnified Party.

13. LIMITATION OF LIABILITY

Each Party's and their affiliates' total liability, taken together in the aggregate, arising out of or related to this DPA, but expressly excluding any breach of the SCCs, whether in contract, tort, pursuant to an indemnification claim, or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and this DPA together.

14. GENERAL TERMS

14.1. Term and termination

This Addendum shall be binding between the Parties upon entry into force of the Agreement and shall remain in force until terminated as a result of the discontinuance/termination of the Services provided by NAGRAVISION and for which the Agreement and this Addendum were entered into. Customer may request the suspension of the Processing of Customer Personal Data at any time, being understood that such request for suspension shall release NAGRAVISION from its obligations to provide the Services unless such Personal Data is not necessary for the provision of the Services.

14.2. Customer relationship management

Customer understands and agrees that NAGRAVISION may ask Customer to provide Personal Data of Customer's representatives or personnel such as name, title/job role, professional telephone number and email address in order to facilitate the performance of the Agreement and that NAGRAVISION may store such Personal Data in databases located or accessible globally by its personnel (if this is necessary for the provision of the service) and use it in relation with the performance of the Agreement, including but not limited to Services administration and billing. NAGRAVISION will be the Data Controller for such Personal Data and undertakes to use reasonable technical and organizational measures to ensure that such information is processed in compliance with applicable Data Protection Legislation, especially with GDPR.

14.3. Notices

Formal written notice to be given under or in connection with this Addendum shall be in writing and consistent with terms and conditions of the Notices provision of the Agreement.

14.4. Governing Law and Jurisdiction

This DPA is subject to Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

This DPA is governed by the laws of the country stipulated for this purpose in the Agreement.

ATTACHMENT 1 - DESCRIPTION OF PERSONAL DATA PROCESSING ACTIVITIES

Processing Operations and Purpose of the Processing

End User data will be used for the following

On the basis of a contract (legitimate interest)

- Authentication and authorization
- Provisioning of video platform, DRM, and content to enable consumers to view content
- Processing of payments for access to platform features and content
- Fraud analysis and revenue protection
- Customer service operations including errors, QoE and ticketing
- Service features to personalize viewing experience (alternative case where Operator chooses this can be handled as consent)
- Limited data to monitor content usage
- Other purposes as defined by the Data Controller (the operator)

On the basis of consent

- Advertisement (see appendix 2)
- Audience Measurement
- Analysis of user behaviour to provide personalized and account level recommendations for features and content to consume
- Marketing via electronic means
- Marketing via physical means

Operator Staff data will be used for the following

On the basis of a contract

- Authentication and authorization
- Auditing of activity
- Fraud analysis and revenue protection

Operator Staff data will be processed as end-user when using and testing the platform

Nagra Staff data will be used for the following

On the basis of a contract

- Authentication and authorization
- Auditing of activity
- Fraud analysis and revenue protection

Nagra Staff data will be processed as end-user when using and testing the platform

Content Metadata will be used for the following

On the basis of a contract

Marketing and discovery of video content involving the contributors

Data Subjects

The system gathers data on following subjects

- Consumers

- Operator Staff
- NAGRAVISION Staff
- Content Metadata

Categories of Personal Data

Consumers

- Name
- Email
- Authentication credentials
- Parental control preferences
- Contact Details (Email, Address, Social Media)
- Viewing History
- Payment Details
- IP Address
- Location
- Devices
- Purchase History
- Recording requests and recordings
- DRM (Digital Rights Management) Licenses
- Demographic data
- App navigation flow
- Customer Support notes
- Recommendation preferences and profile
- Marketing Consent

Operator Staff

- Name
- Email
- Usage of platform

NAGRAVISION Staff

- Name
- Email
- Usage of platform

Content Metadata

- Name, role, and images of contributors

Sub-Processor(s)

Title	Description	Data	Data life
AWS	Cloud hosting provider. Used for 3.x deployment	<ul style="list-style-type: none"> • Hosts the platform and all associated data • EC2 hosted DB's • Redshift (Cloud DB) 	As detailed below

Title	Description	Data	Data life
Digital Element	Geo lookup Service used to provide detailed information about the users location, we pass into the service an IP address.	<ul style="list-style-type: none"> User IP 	Used to process request, not persisted
XroadMedia GmbH	Provides recommendations per account/user based on historical usage patterns	<ul style="list-style-type: none"> User usage Content views Likes Account Id 	TBC
Google Firebase	Used to send messages to subscribed devices	<ul style="list-style-type: none"> Text, message contents. 	Not persisted
Tableau	Data Visualization	No persistence	
Sentry.IO	Operational telemetry for errors and performance monitoring	<ul style="list-style-type: none"> IP Network requests Error logs 	
Bitmovin	Video Player	<ul style="list-style-type: none"> Impression counts for licensing (IP) 	Not Persisted
Didomi	TCF Consent	<ul style="list-style-type: none"> TCF and Consent Flag 	Consumer using service + 13 months

Cross-border transfer(s)

The data is transferred from the end users device location to the AWS Cloud hosting in Europe (Ireland and Germany).

Duration of the Processing

The Processing activities will be carried out for the duration of the term of Services.

ATTACHMENT 2 – STANDARD CONTRACTUAL CLAUSES