

M2A Services: End User License Agreement

PLEASE READ THIS DOCUMENT CAREFULLY

READING AND INTERPRETING THIS AGREEMENT

This End User Licence Agreement , or EULA, has been drafted to be clear and easy to read. However, should You have any questions on what any part of it means, please get in touch with us at coo@m2amedia.tv. Throughout this EULA, certain capitalised words and phrases have specific defined meanings. A list of these defined terms and their meanings can be found at the end of the EULA in Section 16 .

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, M2A, are M2A Media Limited, a limited company registered in England and Wales. Our registered address is Studio 119 The Record Hall, 16-16a Baldwin's Gardens, London, EC1N 7RJ and Our company registration number is 09765237.

You are being granted a personal licence to use the M2A Services under this EULA because you are a customer of our Client. The Client has entered into a Client Agreement with M2A, under which the Client may permit access to the M2A Services to its customers on the terms of this EULA. By requesting that M2A provide You with access to the M2A Services for use by You, the Client has agreed to give you a sub-licence to use the M2A Services under the Client Agreement.

In return for Our agreeing to allow You to use the M2A Services, You must agree to comply with the terms and conditions of this EULA. You do not have to agree to this EULA, but if You do not agree, You will not be able to use the M2A Services.

BY CLICKING ON THE "ACCEPT" BUTTON OR CHECKBOX PRESENTED WITH THIS AGREEMENT AND/OR BY ACCESSING AND USING THE M2A SERVICES, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS OF THIS EULA. YOU SHOULD DOWNLOAD AND KEEP A COPY OF THIS EULA FOR YOUR REFERENCE. A DOWNLOADABLE COPY IS AVAILABLE AT m2amedia.tv/terms/EULA

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, AND DO NOT WISH TO BE LEGALLY BOUND BY THEM, YOU WILL NOT BE PERMITTED TO USE THE M2A SERVICES, AND YOU SHOULD IMMEDIATELY CEASE USE OF THE M2A SERVICES, AND DELETE ANY LOGIN INFORMATION SUPPLIED TO YOU BY M2A OR THE CLIENT .

TERMS AND CONDITIONS OF THE EULA

1. YOUR LICENCE

1.1. Subject to Your compliance with the terms of this EULA, We grant a licence to You for the duration of the Term to use the M2A Services and any Updates to them.

2. YOUR PRIVACY

2.1. We will process any Personal Data You provide to us in accordance with Our Privacy Policy, available at m2amedia.tv/privacypolicy.

2.2. Please be aware that internet transmissions are never completely private or secure and that any message or information You send using the M2A Services or any part of it may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. ACCESS TO THE M2A SERVICES

3.1. When accessing the M2A Services for the first time, You will be prompted to create Login Details. You must treat Your Login Details as confidential and not disclose them to any third party other than Your Employees..

3.2. You must not allow access to or use of the M2A Services to any third party.

4. MINIMUM SPECIFICATION

4.1. You are responsible for all internet service provider fees, telecommunication and any other charges that may apply because of Your use of the M2A Services.

4.2. M2A cannot be held responsible for any interruption to or limitation on Your use of the M2A Services resulting from any problems or service limitations suffered or imposed by Your internet service provider.

5. SUPPORT AND HOW WE WILL CONTACT YOU.

5.1. If You require any support, please refer to the support documentation available through the M2A Services, or refer to the Client.

5.2. If We have to contact You about Our provision, or Your use of, the M2A Services, We will do so by email using the contact details You have provided as part of Your Login Details. If this email address changes You must inform Us as soon as possible.

6. YOUR USE OF THE M2A SERVICES

6.1. You must not, and must not permit any other person to,:

- except as expressly permitted in this EULA, rent, lease, sub-license, loan, provide, or otherwise make available the M2A Services or any part of them in any form, in whole or in part to any person without Our prior written consent, provided that nothing in this Section 6.1 prevents you from using the M2A Services for their proper purpose (providing streaming services to your end user customers);

- copy, translate, merge, adapt, vary, alter or modify, the whole or any part of the M2Ar Services, nor permit any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the M2A Services as permitted in this EULA;

- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the M2A Services nor attempt to do any such things;

- use the M2A Services or any part of them in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the M2A Services or any operating system;

- infringe the M2A IPR or the Intellectual property rights of any third party through Your use of the M2A Services;

- transmit any material that is defamatory, offensive, or otherwise objectionable, through or in relation to Your use of the M2A Services;

- use the M2A Services or any part of them in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or

– collect or harvest any information or data from any M2A Services or attempt to decipher any transmissions to or from the servers running any M2A Services.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All Intellectual Property Rights in the M2A IPR throughout the world belong to M2A or Our licensors. The rights in the M2A IPR are licensed (not sold) to You under and subject to the Client Agreement and this EULA. You have no intellectual property rights in, or to, the M2A IPR other than the right to use them in accordance with this EULA.

7.2. Except as provided in this Section 7, We will obtain no rights under this EULA from you (or your licensors) to Your Content. Under this EULA, You grant to Us for the duration of this EULA a worldwide, royalty-free, non-exclusive licence, in any territory in which You access and use the M2A Services, to use Your Content solely to provide the M2A Services to You.

7.3. You confirm that: (a) You or Your licensors own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the licence to us in Section 7.2, and all other rights contemplated by this EULA; and (c) none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy or the Intellectual Property Rights of any third party.

7.4. You agree to indemnify M2A, its affiliates, and their respective employees, officers, and directors against any claims, damages, losses, liabilities, costs, or expenses arising out of or relating to any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights

8. CHANGES TO THESE TERMS

8.1. We may need to change the terms of this EULA to reflect changes in law or best practice or to deal with additional features which We introduce.

8.2. We will give You notice of any change by sending You an email with details of the change, or by notifying You of a change when You next login to the M2A Services .

8.3. If You do not accept the terms of the updated EULA, You must stop using the M2A Services immediately. Your continued use of the M2A Services after notification of any change will constitute Your acceptance of the updated EULA.

9. UPDATES TO THE M2A CLOUD PLATFORM AND CHANGES TO THE SERVICE

9.1. From time to time, We may automatically Update the M2A Services to improve performance, enhance functionality, reflect changes to the operating environment or to address security issues. Where any update will affect Your access to or use of the M2A Services, We will use reasonable efforts to notify You in advance.

10. WE MAY COLLECT TECHNICAL DATA ABOUT AND MONITOR YOUR USE OF THE M2A SERVICES

10.1. By using the M2A Services, You agree to Us collecting and analysing data and other information (not including Personal Data) relating to the provision, use and performance of various aspects of the M2A Services and related systems and technologies , and M2A will be free both during the Term and afterwards to (i) use that information and data solely to improve and enhance the M2A Services and for other development, diagnostic and corrective purposes in connection with the M2A Services and other M2A offerings, and (ii) disclose that data solely in a de-identified and anonymised form in connection with its business.

10.2. We may monitor Your usage of the M2A Services to ensure appropriate use and compliance with this EULA.

11. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES WE MAY LINK TO

11.1. The M2A Services or any other service provided by M2A may contain links to other independent websites which are not operated by Us. Such independent sites are not under Our control, and We are not liable for, and give no warranty or guarantee of any sort, that We have checked, screened or approved their content or their privacy policies in any way.

11.2. You will need to make Your own independent judgement about whether to use any such third party sites, including whether to buy any products or services offered by them.

12. OUR LIABILITY

12.1. WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES OUR LIABILITY FOR:

– DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR

– FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2. THE M2A SERVICES ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, EXCEPT AS SET OUT IN THIS EULA WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

12.3. SUBJECT TO THOSE LIABILITIES WHICH CANNOT BE EXCLUDED BY LAW, AS SET OUT IN SECTION 12.1 OUR LIABILITY TO YOU UNDER THIS EULA IS LIMITED TO OUR OBLIGATION TO PROVIDE THE M2A SERVICES TO YOU IN ACCORDANCE WITH THE CLIENT AGREEMENT. ALL OTHER LOSSES AND LIABILITIES ARE EXCLUDED.

12.4. We are not responsible for events outside Our control. If Our provision of the Services or support for the M2A Services or the Services is prevented or delayed by an event outside Our control then We will contact You to let You know.

13. SUSPENSION AND TERMINATION OF THIS EULA

13.1. The rights granted to You in respect of the M2A Services under this EULA are subject to Your continued compliance with the terms of this EULA.

13.2. This EULA and Your rights to use the M2A Services will terminate if the Client Agreement terminates for whatever reason, or if the Client instructs us to terminate Your access to the M2A Services. In either event, your access to the M2A Services will cease immediately, and we will notify you that this EULA has been terminated.

13.3. If, in Our reasonable opinion, You have breached any of the terms of this EULA, or if we have a right to suspend the M2A Services under the Client Agreement, We reserve the right to, without notice, temporarily suspend Your access to the M2A Services for such period as We deem necessary.

13.4. This EULA will terminate automatically and immediately if and when You cease to be a customer of the Client.

13.5. We may terminate this EULA and end Your rights to use the M2A Services at any time by contacting You if You have broken the terms of this EULA in a serious way. If what You have done can, in Our reasonable opinion, be put right We will give You a reasonable opportunity to do so.

13.6. You may terminate this EULA at any time by emailing us at operations@m2amedia.tv

13.7. If this EULA terminates in accordance with this Section 13,, then:

- all licences granted to You under this EULA will terminate immediately;
- You must stop all activities authorised under this EULA, including (but not limited to) Your use of the M2A Services and any part of them;
- We will cease providing You with access to the M2A Services.

14. ASSIGNMENT

14.1. We may transfer Our rights and obligations under this EULA to another company. We will always tell You in writing if this happens.

14.2. This EULA is personal to You and may not be transferred by You to any third party.

15. MISCELLANEOUS

15.1. Force Majeure. We will not be liable for any delay or failure to perform any obligation under this EULA where the delay or failure results from any cause beyond Our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

15.2. Governing Law. This EULA will be governed by the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts of England and Wales.

15.3. Trade Compliance. In connection with this EULA, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. You represent and warrant that you and your financial institutions, or any party that owns or controls You or Your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority.

15.4. Independent Contractors; Non-Exclusive Rights. We and You are independent contractors, and this EULA will not be interpreted as creating a partnership, joint venture, agency, or employment relationship between us or any third party. Neither party is an agent of the other for any purpose or has the authority to bind the other.

15.5. Language. All communications and notices made or given pursuant to this EULA must be in the English language. If We provide a translation of the English language version of this EULA, the English language version of the EULA will control if there is any conflict.

15.6. Confidentiality and Publicity. Each party will use Confidential Information of the other only in connection with the M2A Services as permitted under this EULA. Neither party will disclose any Confidential Information of the other during the Term or at any time during the 5-year period following the end of the Term. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information of the other, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

15.7. No Waivers. Any failure by Us to enforce any provision of this EULA will not constitute a present or future waiver of that provision nor limit Our right to enforce such provision at a later time. All waivers by Us must be in writing to be effective.

16. DEFINED TERMS USED IN THIS EULA

The following definitions apply in this EULA:

M2A, We , Our, Us: M2A Media Limited

You, Your , Yourself: You, the legal person who is agreeing to the terms of this EULA, further to a request from the Client for M2A to allow You to access the M2A Services.

Acceptable Use Policy: M2A's acceptable use policy for the M2A Services, as available at <http://www.m2amedia.tv/terms/acceptableuse> at any time.

Employee: Any of your employees.

EULA: This End User Licence Agreement made between Us and You.

Client: The organisation that has entered into the Client Agreement with M2A and who has granted You a sub-licence to use the M2A Services.

Client Agreement: The licence agreement made between M2A and the Client, granting the Client the right to operate and sub-licence the M2A Services.

Confidential Information: All nonpublic information disclosed by either party, their affiliates, business partners or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to the disclosing party its affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that the disclosing party is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between the parties. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the Confidential Information.

Content: Any software (including machine images), data, text, audio, video or images uploaded, stored, transmitted or otherwise processed using any M2A Services.

Intellectual Property Rights: Patents, rights to inventions, supplementary protection certificates, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including without limitation know-how and trade secrets) and any other intellectual property rights, including without limitation all applications for (and rights to apply for and be granted) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Login Details: The login details You create when You first log in to the M2A Services .

M2A Services: Means any services (including all software, infrastructure and hosted environment, and all other ancillary services, and any other information and documentation relating to those services) made available to You by M2A on the request of the Client.

M2A IPR: All Intellectual Property Rights in the M2A Services anywhere in the world owned by, or licensed to, M2A.

Personal Data: Any information relating to an identified or identifiable natural person, where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Privacy Policy: Our privacy policy, as updated from time to time, and available at: m2amedia.tv/privacypolicy/

Term: The term of this EULA, which shall commence on the date of Your agreeing to its terms or the date on which you first access the M2A Services, whichever is earlier, and which will end on the date of the expiry or termination of the Client Agreement, or the date on which this EULA is terminated in accordance with Section 14, whichever is earlier.

Update: An update to the M2A Services or any part of it, intended to improve performance, enhance functionality, reflect changes to the operating system or address security issues.