

NAGRA Insight Negotiation Agent - Proof of Concept Services Agreement for AWS Marketplace

Revision June 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 INSIGHT NEGOTIATION AGENT PROOF OF CONCEPT SERVICES ARE AVAILABLE FOR COMPANIES ONLY AND NOT INTENDED FOR CONSUMERS. DO NOT INDICATE A COMPANY AS THE CUSTOMER IF YOU DO NOT HAVE THE AUTHORITY TO COMMIT SUCH COMPANY. THE INSIGHT NEGOTIATION AGENT 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 insight-support@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 insight-support@nagra.com prior to ordering or using the Services.

NOTICE REGARDING LIMITATION OF LIABILITY: This Agreement limits the liability of NAGRA 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 Insight Negotiation Agent- Proof of Concept Services Agreement (this "**Agreement**") is entered into between Nagravision Sàrl, on behalf of itself and its Affiliates ("**NAGRA**") 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.

- “Customer Data” means a representative sample of fully anonymized invoices sent by Customer to its end-users that meet the [Data Exchange Specification](#) which need to be made available to NAGRA to prepare the Proof of Concept.
- “Documentation” means the documentation delivered by NAGRA to Customer hereunder in connection with the Services that NAGRA 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 NAGRA 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.
- “Insight Negotiation Agent” means an autonomous customer care agent solution powered by controlled generative AI and digital twins’ technology offered as a platform service from NAGRA AWS account.
- “Output” means any answer given by the Insight Negotiation Agent to a Prompt made by Customer or any of its users that relies on controlled generative AI.
- “Prompt” means any request made to the Insight Negotiation Agent to get an Output.
- “Proof of Concept” means the internal access and use, in accordance with the terms of this Agreement, of an evaluation version of the Insight Negotiation Agent trained with Customer Data, for the limited purpose of testing and evaluating the Insight Negotiation Agent in connection with a potential sourcing of the Insight Negotiation Agent for commercial purpose.
- "Service(s)" means the access by Customer to an evaluation version of the Insight Negotiation Agent accessible through the web app at <https://app.us.nagra-insight.com/> after Customer Data has been ingested in such an evaluation version of the Insight Negotiation Agent and the latter has been trained with the Customer Data, for use by Customer for the Proof of Concept. The Services are described in the [Service Description](#).
- “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 16.8.
- “Web App” means the NAGRA insight Negotiation Agent application for Proof of Concept accessible via <https://app.us.nagra-insight.com/> which allows Customer to get access to the Services.

- “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 NAGRA 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 NAGRA 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 Web App, and (b) use the Documentation delivered by NAGRA 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 NAGRA are excluded from NAGRA's responsibilities.
- 3.2 License to Services Web App. Subject to Customer's compliance with the terms of this Agreement including timely payment to NAGRA of all fees, NAGRA hereby grants to Customer a non-exclusive, non-transferable, and non-sublicensable license in the Territory during the Term to use the Web App accessible via a web browser on a personal computer via <https://app.us.nagra-insight.com/> for the purpose of getting access to the Services.
- 3.3 License to Documentation. NAGRA 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 NAGRA 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 NAGRA, to, (i) modify, translate, update, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services or the Web App, (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 Web App with any software that is licensed under terms that require or seek to require that the Web App (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, (iii) 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’, (iv) 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 (iv) license, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or sublicense the Services, (vi) make the Services available to any third party, (vii) interfere with or disrupt the integrity or performance of the Services or the data contained therein, or (viii) attempt to gain unauthorized access to the Services or its related systems or networks. Customer shall promptly notify NAGRA 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 NAGRA 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 Insight Negotiation Agent, the Services and/or the Web App.

3.7 Updates. The Web App shall include those updates that NAGRA 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 Web App by NAGRA 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](#) (the “**Acceptable Use Policy**”) which may be updated by NAGRA 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. NAGRA shall bear no liability in respect of non-compliance by Customer with the AWS Acceptable Use Policy.

- 4.2** Customer Data. Customer acknowledges that the value of the service highly depends on the appropriateness, quality and timely delivery of the Customer Data and its compliance with the [Data Exchange Specification](#). For the Services under this Agreement, Customer commits to supply anonymised subscriber data only. 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. Customer Data remains Customer's property and will not be used by NAGRA to train its generative AI models. Customer owns all Outputs.
- 4.3** Security and Backup. Customer is responsible for properly, configuring and using the Services and taking its own steps to maintain appropriate security, protection and backup of Customer Data. NAGRA 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. NAGRA 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 (ab) any deletion, destruction, damage or loss of Customer Data caused by or at the direction of Customer. Notwithstanding any other right of NAGRA under this Agreement, NAGRA 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 NAGRA 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** 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 NAGRA 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 Web App, 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.
- 4.5** 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 making Prompts and getting Outputs from the Insight Negotiation Agent 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 NAGRA may process on behalf of Customer, directly or through subcontractors, certain Personal Data of Customer. With respect to any and all processing, collection, storage, handling and protection of such Personal Data, the Privacy Policy available on the Web App will apply. Customer warrants that it has obtained all necessary rights and consents under applicable laws to disclose to NAGRA 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. NAGRA 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. NAGRA will implement technical and organizational measures to secure personal data processed through use of the Service in accordance with applicable data protection law.

6. FEES

- 6.1** Fees and payment methods. Customer shall pay to NAGRA the NAGRA fee as set out on the AWS Marketplace page for Insight Negotiation Agent. The fee is a one-time fee due upon ordering of the Service on the AWS marketplace. This fee covers a maximum of 10'000 requests where a request means the Web App has generated an Output in response to a user Prompt. If Customer needs to make additional requests, the Parties will discuss additional overage fees. 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 NAGRA under this Agreement shall be paid by Customer in United States dollars which Customer hereby authorizes NAGRA to charge in accordance with Section 6.1.
- 6.3** Invoicing. The charges pertaining to the NAGRA Insight Negotiation Agent Proof of Concept will appear on the Customer's standard AWS Usage Invoice.
- 6.4** Usage Reports. Customer authorizes and hereby agrees that NAGRA is entitled (i) to obtain from the database of the Insight Negotiation Agent 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 determine the total number of requests made by Customer during the Term 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 NAGRA 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 NAGRA. All amounts payable to NAGRA 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 NAGRA under this Agreement, then Customer shall have to pay such amount to the relevant authority of its country separately and NAGRA shall not incur any responsibility in this regard and Customer shall fully indemnify NAGRA for any costs or damages NAGRA 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 insight-support@nagra.com. NAGRA 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

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

If Customer discovers a defect in the Services, Customer shall promptly notify NAGRA of such defect using NAGRA chatbot on the Web Portal or sending an email to insight-support@nagra.com and provide sufficient information to NAGRA to enable NAGRA to reproduce the defect. NAGRA 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. NAGRA 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 Web App or failure of Customer to use replacement technology or comply with operational, technical or other guidelines provided by NAGRA 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.

NAGRA 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 at insight-support@nagra.com. NAGRA 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 NAGRA's Representations and Warranties

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

8.1.2 Disclaimer of Warranty. THE SERVICES AND THE OUTPUTS FROM THE GENERATIVE AI TOOLS USED TO RENDER THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. NAGRA DOES NOT WARRANT, AND DISCLAIMS THAT, THE SERVICES OR OUTPUTS ARE ACCURATE, COMPLETE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED, OR THAT NAGRA WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICES. NAGRA 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, NAGRA 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. - CUSTOMER ACKNOWLEDGES, AND MUST NOTIFY ITS USERS, THAT FACTUAL ASSERTIONS IN OUTPUTS SHOULD NOT BE RELIED UPON WITHOUT INDEPENDENTLY CHECKING THEIR ACCURACY, AS THEY MAY BE FALSE, INCOMPLETE, MISLEADING OR NOT REFLECTIVE OF RECENT EVENTS OR INFORMATION.

8.2 Customer's Representations and Warranties

8.2.1 Customer represents and warrants to NAGRA that all information provided to NAGRA, including the one entered as part of the registration process on the 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 NAGRA 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 NAGRA 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 NAGRA 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 NAGRA' (and its vendors' and licensors') technology (including the Insight Negotiation Agent and the Web App), 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** NAGRA Proprietary Information. Customer agrees that, as between the Parties and for all purposes under the laws of all countries, NAGRA shall be considered the owner of the Intellectual Property Rights in the Insight Negotiation Agent and in the Services and the Web App, 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, "NAGRA Proprietary Information") are the exclusive property of NAGRA 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 NAGRA 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 NAGRA or its Affiliates ("Feedback"), NAGRA shall own all right, title, and interest in and to the Feedback, even if Customer has designated the Feedback as confidential. NAGRA and its Affiliates will be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns to NAGRA all right, title, and interest in and to the Feedback.

11. PROTECTION OF THE SERVICES AND OF THE WEB APP

Unauthorized Use by Third Parties. NAGRA and Customer shall promptly notify one another of any unauthorized use of the Services and/or of the Web App or any portion thereof, including any acts of infringement, as it comes to either Party's attention. Customer shall cooperate in good faith with NAGRA in the prosecution of any action that NAGRA, 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 NAGRA, Customer shall join with NAGRA at NAGRA's expense in any such action; provided that NAGRA shall not bear the cost of Customer's attorneys' fees and other professional service fees except as authorized by NAGRA. Customer shall have no right to take any action

with respect to the Services and/or the Web App 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 NAGRA, which consent may be withheld for any reason whatsoever, as determined by NAGRA in its sole discretion. Any purported assignment or transfer by Customer without NAGRA's prior written consent shall be void and of no effect. NAGRA 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, NAGRA 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, NAGRA 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 NAGRA'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, NAGRA will provide Customer with advance notice of any such suspension. NAGRA will use reasonable efforts to lift the Service suspension promptly after NAGRA has determined that the issue causing the suspension has been resolved to NAGRA's satisfaction. If NAGRA 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) ninety (90) days, and (ii) the date both Parties enter into an agreement for the commercial use of the Insight Negotiation Agent.

14.2 Termination by NAGRA. NAGRA 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) NAGRA reasonably believes that Customer's use of the Service is illegal or will subject NAGRA to civil or criminal liability. Upon any such termination for cause by NAGRA under Section 14.2, Customer will remain obligated to pay all amounts

accrued or payable to NAGRA 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. NAGRA will permanently erase all Customer Data stored on the Service-enabling infrastructure. Customer shall promptly, following such termination or expiration, return to NAGRA all NAGRA's Proprietary Information. Upon request from NAGRA, Customer agrees to certify in writing that Customer is no longer in possession of any NAGRA 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 NAGRA, 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 NAGRA 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 NAGRA 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 NAGRA'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 NAGRA 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 insight-support@nagra.com for notices to be sent to NAGRA and 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 NAGRA 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** Export control and economic sanctions. Customer may not export or provide access to the Services to persons or entities or into countries or for uses where it is prohibited under U.S. or other applicable international law. Without limiting the foregoing sentence, this restriction applies (a) to countries where export from the US or into such country would be prohibited or illegal without first obtaining the appropriate license, and (b) to persons, entities, or countries covered by U.S. sanctions.
- 16.9** 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.
- 16.10** 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.