

## VIACCESS TV EVERYWHERE as a SERVICE (TVaaS)

***The Viaccess TV Everywhere as a Service (TVaaS) provides a complete platform for delivery of OTT services to multiple devices, readily available as a service in the cloud. It enables operators to manage, monetize and publish content on multiple devices from a single pane of glass. This unified management will be accessible via the TVE console. To be able to access to such TVE console, please read first these Terms and Conditions and accept them prior to order your free trial access to the TVE console. The access to the TVE console is governed by the following terms and conditions.***

This TVaaS Cloud Services Agreement (this “Agreement”) is between VIACCESS S.A (“Viaccess”) and the individual or entity that has executed this Agreement (“You”). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

### 1. AGREEMENT DEFINITIONS

- 1.1 “Cloud Services” means, collectively, the Orca cloud services offerings listed in Your order and/or defined in the Statement of Work (SOW) if any or order attached. The term “Cloud Services” does not include Professional Services.
- 1.2 “Data Center Region” refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is IN YOUR Order and in the SOW if any.
- 1.3 “Orca Programs” refers to the software products owned or licensed by Orca to which Orca grants You access as part of the Cloud Services Via its TVE Console, including Program Documentation, and any program updates provided as part of the Cloud Services.
- 1.4 “Professional Services” means, collectively, the consulting and other professional services which You have ordered. Professional Services include any deliverables described in Your order and delivered by Orca to You under the order and the SOW. The term “Professional Services” does not include Cloud Services.
- 1.5 “Program Documentation” refers to the user manuals if any as well as the online help in the TVaaS console for Cloud Services.
- 1.6 “Services” means, collectively, both the Cloud Services and Professional Services that You have ordered.
- 1.7 “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by Orca to which Orca grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Orca Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.
- 1.8 “Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Orca and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social



network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.

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1.10 "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use for testing purposes solely the Cloud Services in accordance with this Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

1.11 "You" and "Your" refers to the individual or entity that has executed this Agreement.

1.12 "Your Applications" means all software programs, including any source code for such programs, that You or Your Users may provide and load onto, or create using, any Orca "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Agreement, including Orca Programs and Services Environments, Orca intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications." The term Your Application may encompass the CDN, should You directly license it from the CDN provider.

1.13 "Your Content" means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Orca Cloud Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

## 2. TERM OF AGREEMENT

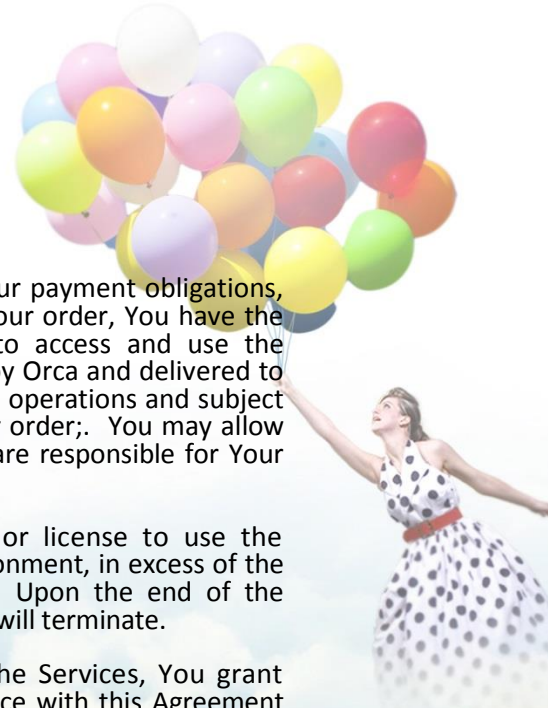
This Agreement is valid for a period of one month.

## 3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, worldwide limited right to access and use the Services that You ordered, including anything developed by Orca and delivered to You as part of the Services, solely for Your internal testing operations and subject to the terms of this Agreement, the SOW if any and Your order;. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the Orca Programs and Services Environment, in excess of the scope and/or duration of the Services as stated above. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable Orca to provide You and Your Users with the Services, You grant Orca the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications if any for the duration of the Services Period plus any additional post-termination period during which Orca provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Orca may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Orca will not be responsible for any use, disclosure, modification or deletion of Your Content or





Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

- 3.4 Except as otherwise expressly set forth, You acknowledge that Orca has no delivery obligation for Orca Programs and will not ship copies of such programs to You as part of the Services.
- 3.5 As part of certain Cloud Services offerings, Orca may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in Your order.

#### 4. OWNERSHIP AND RESTRICTIONS

- 4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Orca or its licensors retain all ownership and intellectual property rights to the Services, including Orca Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Orca under this Agreement.
- 4.2 You may not, and may not cause or permit others to:
  - (a) Remove or modify any program markings or any notice of Orca's or its licensors' proprietary rights;
  - (b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
  - (c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Orca;
  - (d) perform or disclose any benchmark or performance tests of the Services, including the Orca Programs.
  - (e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Orca Programs, Ancillary Software, Services Environments or Orca materials to any third party, other than as expressly permitted under the terms of the applicable order.

#### 5. AS IS

- 5.1 The Services are delivered on an AS IS basis with no guarantee nor warranty whatsoever.)

5.2 THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ORCA HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEE, AND CONDITIONS WITH REGARD TO (A) THE SERVICES, INCLUDING BUT NOT LIMITED TO SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS AND (B) MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ORCA shall not be LIABLE FOR ANY DIRECT NOR INDIRECT DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE.

## 6. USE OF THE SERVICES

6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users’ usernames, passwords and accounts with Orca, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Orca is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users’ usernames, passwords or accounts or as a result of Your or Your Users’ access to the Services, and agree to notify Orca immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

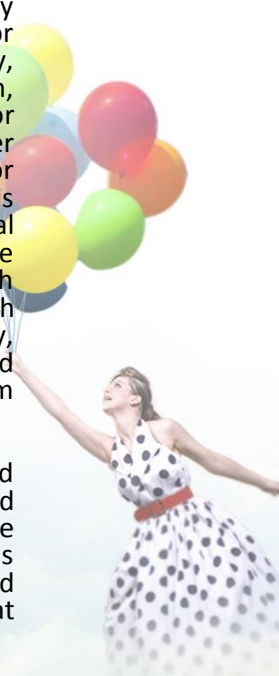
6.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, “junk mail”, “spam” or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Orca under this Agreement, Orca reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the “Acceptable Use Policy”), including the removal or disablement of access to such material. Orca shall have no liability to You in the event that Orca takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Orca against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, “Patches”) necessary for the proper function and security of the Services, including for the Orca Programs, as such Patches are generally released by Orca as described in the Service Specifications. Orca is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services.

## 7. TRIAL USE

The Services are provided solely for You to evaluate and test Cloud Services for Your internal business purposes.

## 8. FEES AND TAXES





The trial is on a free of charge basis.

## 9. SERVICES PERIOD; END OF SERVICES

- 9.1 Services provided under this Agreement shall be provided for the Services Period defined above.
- 9.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Orca Programs and Services Environments.
- 9.3 Orca may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Orca's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.
- 9.4 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## 10. NONDISCLOSURE

- 10.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.
- 10.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- 10.3 We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Orca will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Orca will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Orca security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 11 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

## 11. DATA PROTECTION

- 11.1 By signing up to the Trial Service You decide to register at Your own discretion Personal Data of individuals that he/she will be beneficiaries of the Trial

Solution. Personal Data means information relating to an identified or identifiable natural person such as You or information that is used to identify directly or indirectly such a natural person (e.g name, e-mail address, phone number, or information relating to your usage of the Trial Solution). You will fill in the registration form with Your first name, last name; e-mail, phone number, company, type of company, position, description of Your project and launch date, number of subscribers expected, and type of Your content. You may choose to leave other information at your discretion.

11.2 For the purpose of delivering successfully the Trial Solution to You, You authorize Orca to process your Personal Data according to TVaaS Terms and Conditions for a Trial. Orca will process the data solely for the provision of the Trial Solution. The data will be stored in the applicable data center Region. You have the right to access to Your Personal Data to review, update, correct or delete it. To access your Personal Data, please log-in to your account.

11.3 Between You and Orca, You remain at all times the data controller, being specified that Orca will act exclusively in the capacity of a data processor acting in accordance with these Terms and Conditions. You shall comply with all applicable data protection laws and any relevant recommendations issued by the data protection authority in the applicable jurisdiction, and in this respect accomplish the formalities required vis-a-vis the competent authorities. You shall indemnify Orca for any claim arising as a result of You breaching any data protection requirements or causing Orca to be in breach of any such data protection requirements.

11.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

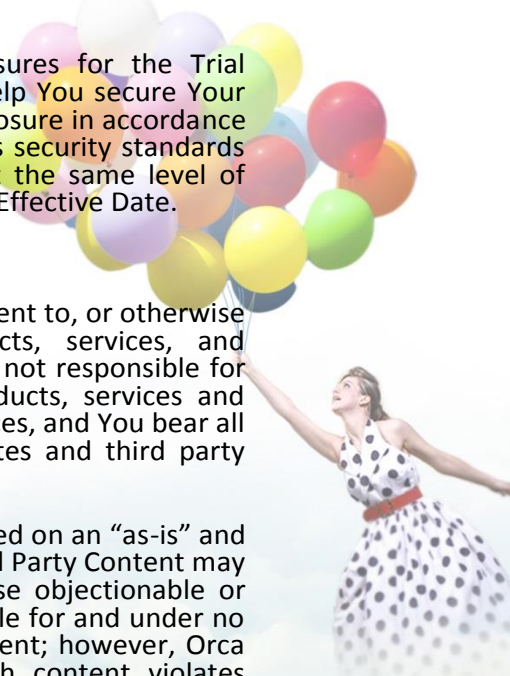
11.5 Orca will implement reasonable and appropriate measures for the Trial Solution network (as determined by Orca) designed to help You secure Your Content against accidental or unlawful loss, access or disclosure in accordance with Orca security standards. Orca may modify the Orca's security standards from time to time, but will continue to provide at least the same level of security as is described in Orca's security standards on the Effective Date.

## 12. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

12.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. Orca does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

12.2 Any Third Party Content made accessible by Orca is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Orca is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Orca reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. Orca disclaims all liabilities arising from or related to Third Party Content.

12.3 You acknowledge that:





(i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. Orca may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Orca in its sole discretion, Orca may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

12.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

### 13. SERVICE ANALYSES

Orca may

(i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Orca may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Orca retains all intellectual property rights in Service Analyses.

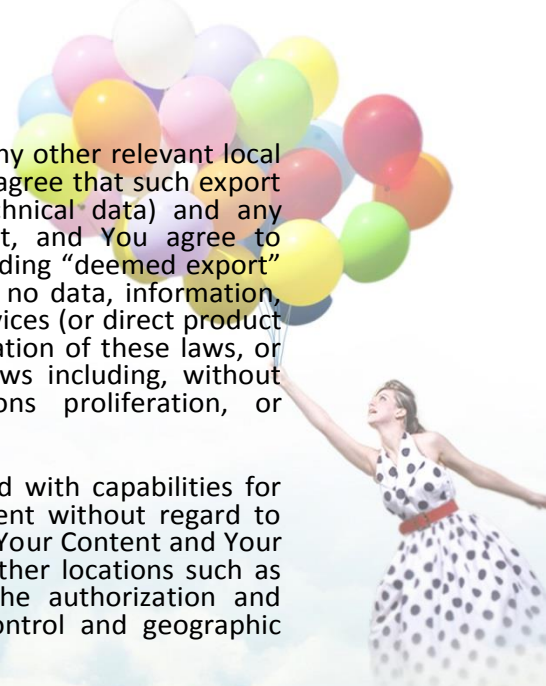
### 14. EXPORT

14.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

14.2 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

### 15. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license);



or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

## 16. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of Israel You and Orca agree to submit to the exclusive jurisdiction of, and venue in, the courts in Tel Aviv in any dispute arising out of or relating to this Agreement.

## 17. NOTICE

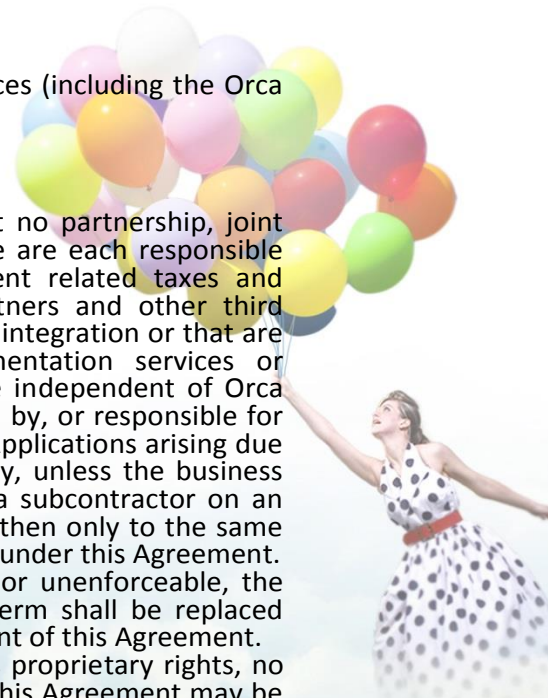
- 17.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with Orca or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: VIACCESS S.A, Les Collines de l'Arche, Tour OPERA C, 92057 PARIS LA DEFENSE, France, Attention: General Counsel, Legal Department.
- 17.2 To request a termination of Services in accordance with this Agreement, You must submit a service request to Orca at the address specified in Your order.
- 17.3 Orca may give notices applicable to Orca's Cloud Services customer base by means of a general notice on the Orca portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Orca's account information or by written communication sent by first class mail or pre -paid post to Your address on record in Orca's account information.

## 18. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services (including the Orca Programs) or an interest in them to another individual or entity

## 19. OTHER

- 19.1 Orca is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Orca's business partners and other third parties, including any third parties with which Orca has integration or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Orca and are not Orca's agents. Orca is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Orca subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Orca would be responsible for Orca resources under this Agreement.
- 19.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 19.3 Except for actions for nonpayment or breach of Orca's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 19.4 Orca Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Orca Programs and Services in such applications.





- 19.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Orca to perform the Services under this Agreement.
- 19.6 You agree to provide Orca with all information, access and full good faith cooperation reasonably necessary to enable Orca to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- 19.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Orca aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Orca will cooperate with Your efforts to determine whether use of the standard Orca Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Orca or changes to the Services.
- 19.8 Orca may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Orca's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Orca can end Your Services and/or Your order. You agree that Orca shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 19.9 The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

## 20. ENTIRE AGREEMENT

- 20.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- 20.2 It is expressly agreed that the terms of this Agreement and any Orca order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Orca document and no terms included in any such purchase order, portal, or other non-Orca document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Service Specifications), Section 11 (Data Protection) and Section 12 (Third Party Web Sites) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Orca Store by authorized representatives of You and of Orca. No third party beneficiary relationships are created by this Agreement.

