

NAGRA Online multi-DRM Solution Services and License Agreement [AWS]

Revision: June 2023

Updated this week

AWS marketplace customers - Nagravision Sàrl

IMPORTANT - READ CAREFULLY BEFORE DOWNLOADING ANY NAGRA ONLINE MULTI-DRM SOLUTION SOFTWARE OR ACCESSING OR USING THE NAGRA ONLINE MULTI-DRM SOLUTION SERVICES ACCESSIBLE THROUGH THE AWS MARKETPLACE.

THIS IS A LEGAL AGREEMENT BETWEEN THE END USER OF THE NAGRA ONLINE MULTI-DRM SOLUTION SOFTWARE AND SERVICES REGISTERING FROM THE AWS MARKETPLACE THROUGH ITS AWS ACCOUNT ("you" or "Customer") AND NAGRAVISION SARL, AND ITS AFFILIATES (each, as applicable "NAGRA"). UPON ACCEPTANCE OF THIS AGREEMENT, YOU WILL RECEIVE AN EMAIL WITH A COPY OF THIS AGREEMENT. WE RECOMMEND THAT YOU PRINT AND/OR SAVE THIS AGREEMENT.

THE NAGRA ONLINE MULTI-DRM SOLUTION 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 NAGRA ONLINE MULTI-DRM SOLUTION SERVICES ARE AVAILABLE TO COMPANIES REGISTERED IN THE COUNTRIES LISTED [HERE](#) ONLY. 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 install any software or access or use the Services. If you have any questions or concerns about the terms of this agreement, please contact our team at support@lab.nagra.com prior to using the Software or 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 Software and/or Services you are agreeing to pay any and all applicable fees on the terms and conditions set forth in this Agreement.

COMMERCIAL USE LICENSE

This **NAGRA Online multi-DRM Solution Service and License Agreement** (this "**Agreement**") is entered into between Nagravision Sàrl, on behalf of itself and its Affiliates ("**NAGRA**") and the party indicated on the subscription form completed on the Web Portal to access and use the Software and the Services ("**Customer**"). The information you fill in the registration form must be identical to the one provided for setting up your AWS account. This Agreement takes effect when you click an "I Agree" button or check box 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.
- "Content Services" means a digital content service operated and provided by Customer that distributes Customer Content using the Services.
- "Customer Application" means the application developed and distributed by or for Customer, which integrates the Software and allows the Services to function with Supported Devices.
- "Customer Content" means the text, audio and/or video programming content owned or licensed by Customer and made

available by Customer to its End Users in the Territory, including but not limited to the live broadcast of television programming, video on demand (“VOD”), special events via pay-per-view (“PPV”), as well as metadata relating to any of the foregoing.

- “Documentation” means the documentation delivered by NAGRA to Customer hereunder in connection with the Services that NAGRA designates as the final 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.
- “End User” means an end user given permission by Customer to view the Customer Content using, in whole or in part, the Services.
- “Excluded Territory” has the meaning set out in Section 18.11.
- “Intellectual Property Right(s)” or “IPR” means any and all intellectual property rights howsoever arising and in whatever media, whether or not registered or capable of registration including patents, copyright, trademarks, service marks, trade names, trade secrets, know-how, domain names, design rights, database rights, rights in computer programs, rights to inventions, and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.
- “NAGRA Online multi-DRM Solution” means the services security platform, based on which NAGRA is providing the Services described in the [Service Description](#).
- “Personal Data” means the data allowing to identify an End User which is being processed for and as part of the provision of Content Services to the End Users.
- "Service(s)" means the multi-DRM (MDRM) services based on the NAGRA Online multi-DRM Solution, described in the [Service Description](#), where NAGRA hosts (either on its own cloud or on a third-party cloud, such as Amazon Web Services “AWS”) the NAGRA Online multi-DRM Solution on a platform and provides access to and right to use the NAGRA Online multi-DRM Solution as a service in accordance with this Agreement. The access to and use of, the Services by Customer can be done solely through the Services API(s) provided by NAGRA under this Agreement.
- "Services API(s)" means application programming interface(s) made available by or on behalf of NAGRA and described in the [Service Description](#), which comprise a set of functions and procedures that allows Customer to access and use the Services' functionalities.
- “Software” means the NAGRA Player, a client library that allows Supported Devices to function with the Services.
- “Supported Device” means the open devices such as smartphones, tablets, computers, dedicated IP streaming devices, connected TVs and other mobile devices which enable access and use of the Services on such devices.
- “Term” has the meaning set forth in Section 16.1.
- "Territory" means any country in which the Content Service is primarily marketed and sold for the purpose of enlisting customers or subscribers at the exclusion of any Excluded Territory.
- "Update" means a modification of Services and/or Services APIs and/or Software that (i) improves the manner in which the Services and/or Services APIs and/or Software performs existing functions; or (ii) corrects defects in the Services and/or Services APIs and/or Software, while enabling the Services and/or Services APIs and/or Software to continue to perform functions it was originally designed to perform.
- "Upgrade" means a modification of the Services and/or Services APIs and/or Software that enables the Services and/or Services APIs and/or Software to provide services or functions it could not previously provide.
- “Web Portal” means the NAGRA Lab website (<https://lab.nagra.com/products/mdrm>) from which the Customer entering into this Agreement can access the Services and download the Service APIs and the Software.
- “Working day” means a day (other than Saturday or Sunday) on which commercial banks are open for general business at the places where each Party has its registered office.

2. SUBSCRIPTION AND SET-UP OF THE SERVICES

2.1. Subscription. Subscription to the Service requires Customer’s creation of (i) an AWS account and (ii) an account on the Web Portal and completion of the registration page with all information requested. As part of the process, Customer must review and

accept the terms of this Agreement by clicking on an "Accept" button. By clicking Customer is agreeing to be bound by the terms of this Agreement.

2.2. Set-up of the Services. The Services are accessible from Web Portal at the following URL <https://lab.nagra.com/products/mdrm> where a registration and sign in prompt is provided. The Software can be accessed and downloaded from the "Downloads" section of the Web Portal accessible at <https://lab.nagra.com/workspace/mdrm/downloads>. The credentials and API endpoints required to access the Services can be accessed from the "Configuration" section of the Web Portal accessible at <https://lab.nagra.com/workspace/mdrm/configuration>. Documentation describing usage of the service and detailing API specifications is accessible at <https://docs.nagra.com/doc/mdrm>. At the point of purchase, the Customer accepts that the Service is functional and working. Any additional installation work is at the discretion of NAGRA and could be subject to installation fees and a different contract.

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 of all fees, Customer may during the Term and solely in connection with Customer's distribution of Customer Content to End Users as part of the Customer services, in the Territory: (a) access and use the Services solely through the Services APIs, (b) use the Services with Supported Devices and Customer Application(s), and (c) 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 APIs. Subject to Customer's compliance with the terms of this Agreement including timely payment of all fees, NAGRA hereby grants to Customer a non-exclusive, non-transferable, and non-sublicensable license in the Territory during the Term to:

- Integrate the Services APIs with Customer platform for the purpose of using the Services, and
- Use the Services APIs solely for the purpose of enabling End Users to receive Customer Content on Supported Devices.

3.3. License to the Software. Subject to Customer's compliance with the terms of this Agreement including timely payment of all fees, NAGRA hereby grants to Customer a non-exclusive, non-transferable, and non-sublicensable license in the Territory during the Term to:

- Develop a Customer Application integrating the Software, and
- Distribute the Customer Application to End Users through a website or an application store, and
- Use the Software as integrated in the Customer Application solely for the purpose of enabling the End Users to receive the Customer Content on Supported Devices.

3.4. 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.

3.5. Minimum Terms and Conditions of End User EULA. Customer shall require that all End Users agree to an End User License Agreement that, at a minimum, includes and is otherwise consistent with the Minimum Terms and Conditions of the End User EULA which is attached hereto and incorporated herein as Exhibit 1, hereinafter, the "End User EULA". If Customer distributes the Customer Application integrating the Software through a third-party application store, Customer shall be responsible for fulfilling, at all times, the application store terms and conditions. Customer shall keep records of all such accepted terms of the End User EULAs as well as all registrations by the End Users and, upon request of NAGRA at any time, Customer shall make such information promptly available to NAGRA.

3.6. 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.

3.7. Restrictions; Unauthorized Use by Third Parties. To the extent permitted by law, neither Customer nor any End User may, or may 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 Services APIs, (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 any of the Services API(s) with any software that is licensed under terms that require or seek to require that any of the Services API(s) (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, neither Customer nor any End User may, or may 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, other than as contemplated by this Agreement, (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.

3.8. End of Service. From time to time, NAGRA may cease to offer or support certain elements of the Services (any such event an “End of Service”). If the Service or a material element of the Service becomes subject to an End of Service, NAGRA will announce the End of Service event and provide Customer with at least thirty (30) days’ prior notice before the End of Service becomes effective unless such End of Service is imposed by events external to NAGRA with a shorter prior notice in which case such shorter prior notice shall apply. NAGRA may attempt to replace such Service element with a functional equivalent at no extra charge to Customer or, alternatively, Customer may terminate the Order that is affected by the End of Service event without further liability upon written notice to NAGRA and NAGRA will, if applicable, refund to Customer the unused portion of Customer’s prepaid fees. An End of Service is not a breach of this Agreement.

3.9. 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 Services and/or Services API(s) and/or Software.

3.10. Updates. Services APIs and Software 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 a Services API or any portion thereof by NAGRA as applicable.

3.11. Suggested Improvements to Software or Services. If Customer provides any suggested improvements to the Software or Services to NAGRA or its Affiliates (“Suggestions”), NAGRA will own all right, title, and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. NAGRA and its Affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to NAGRA all right, title, and interest in and to the Suggestions and agrees to provide NAGRA any assistance it may require to document, perfect, and maintain its rights in the Suggestions.

3.12. Access to third party DRMs services. Customer acknowledges and agrees that the NAGRA Online multi-DRM Solution can handle several third-party DRMs listed in the [Service Description](#) but that third party DRMs are not part of NAGRA products or services and are excluded from the scope of the NAGRA Online multi-DRM Solution and of the Services. If the Customer wishes to use a third-party DRM supported by the Online multi-DRM Solution, the Customer shall be responsible for obtaining the necessary rights to use such third-party DRM software that are required to provide multi-DRM capabilities to the Customer in accordance with the [Service Description](#). In case one of these third-party DRM suppliers decides to change its licensing policy in a way that impacts the technical, commercial or legal requirements for the implementation of their DRM with the NAGRA Online multi-DRM Solution and such third-party DRM supplier does not allow NAGRA to continue on the basis of the terms based on which NAGRA agreed to contract with the Customer, NAGRA will notify the Customer. In such notification NAGRA will indicate the date after which the applicable supplier of such third-party DRM shall cease to give access to such third-party DRM under the initial terms. If requested by the Customer, NAGRA will make a commercial proposal for a solution to the extent permitted by the third-party DRM supplier to accommodate the new or additional requirements imposed by the third-party DRM supplier. NAGRA shall cease providing the Services in relation to such third-party DRM by the date the contract between NAGRA and the third-party DRM supplier offering the initial terms terminates. On such date, NAGRA’s obligations in relation to access to such third-party DRM shall terminate. The access to a third-party DRM does not include any security services in relation to such third-party DRM and NAGRA shall not incur any liability towards the Customer in relation to the third-party DRM client.

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, and the [NAGRA Acceptable Use Policy](#) and the [AWS Acceptable Use Policy](#) (together the “**Acceptable Use Policy**”) which may be updated by NAGRA or by AWS, 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 or its End Users with the AWS Acceptable Use Policy.

4.2. Customer Content and Customer Services. Customer is solely responsible for the development, content, nature, quality, accuracy, operation, maintenance and use of the Customer Content and Content Services. For example, Customer is solely responsible for: (i) compliance of Customer Content (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 Content; 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 Content violates the rights of such person or entity, including notices pursuant to the United States Digital Millennium Copyright Act.

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 Content, which may include the routine archiving of Customer Content. NAGRA will have no liability of any kind for the deletion, correction, destruction, loss of, or damage to the Customer Content. 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 Content 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 Content 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 Content 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. End User Support. Customer is responsible for providing customer service (if any) to End Users. NAGRA does not provide any support or services to End Users unless NAGRA executes a separate written agreement with Customer obligating NAGRA to provide such support or services.

4.5. 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 End Users’ use of Customer Content, the Software, the Services APIs, and the Services. If Customer becomes aware of any violation of its obligations under this Agreement by an End User, Customer will promptly suspend or terminate such End User’s access to the Services.

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 or End Users. With respect to any and all processing, collection, storage, handling and protection of such Personal Data, the Privacy Policy available on the Web Portal 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 or authorizes us to collect directly from Customers 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 and shall obtain from End Users all necessary consents under applicable laws in relation to the foregoing. 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 fees as set out on the Web Portal and available at the URL <https://lab.nagra.com/products/mdrm>. The fee is a recurring fee due per month. By accessing the Services Customer acknowledges and agrees that it shall be charged on a recurring basis, at the beginning of each monthly period until the termination of this Agreement. NAGRA may change its fees at any time. The new prices will be applied to Customer from the month starting after thirty (30) days after the publishing of the new price on the Web Portal. If Customer disagrees with this change, Customer can terminate its subscription by sending an email in accordance with Section 16.2. Continued access to the Service and Software after the period above constitutes acceptance of the modified fees. The fees for the Services are based on the [Service Description](#) and any changes or Upgrades to the Services requested by Customer, including but not limited to the addition of features, change to the Customer's infrastructure or platform, changes to the list of Supported Devices, increase of performance, shall be subject to additional fees. The fees shall be paid as instructed and with a payment method made available by AWS. NAGRA's [Refund Policy](#) defines the conditions under which refunds may be made.

6.2. Payments Terms. All amounts payable under this Agreement shall be paid by Customer in United States dollars. All payments will be made in accordance with AWS payment rules defined in AWS Services Terms . Customer hereby authorizes NAGRA and AWS to charge in accordance with Section 6.1. Customer will: (a) keep all Customer information provided to NAGRA or AWS for billing and payment accurate and up to date; and (b) be liable for any late payment.

6.3. Invoicing. An invoice for each payment will be accessible in accordance with the AWS invoicing rules defined in AWS Services Terms.

6.4. Usage Reports. Customer authorizes and hereby agrees that NAGRA is entitled (i) to obtain from the database of the NAGRA Online multi-DRM 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 NAGRA Online multi-DRM Solution licenses, in any calendar month 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 as well as with AWS for invoicing.

6.5. Taxes; charges. 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. 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 support@lab.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.

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 support@lab.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 (or any API or SDK with respect thereto) 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.

Notwithstanding anything to the contrary herein, unless Customer has entered into a separate written agreement with NAGRA for the provision of maintenance and/or support, NAGRA shall have no obligation to provide any maintenance or support with respect to the Software or the Services under this Agreement and NAGRA shall not be responsible for correcting failures of the Software.

NAGRA reserves the exclusive right, in its discretion and at its expense, to change, modify, update, or enhance the Software from time to time. Partner shall install any and all updates to the Software made available by NAGRA within a reasonable amount of time following the availability of such updates.

Support is limited to email exchanges during business hours. Customer may contact NAGRA Lab's support team at support@lab.nagra.com. NAGRA will do reasonable commercial efforts to resolve the reasonable support query.

8. LOAD AND PERFORMANCE LIMITATIONS; QUARTERLY USAGE FORECASTS; UPDATES

8.1. Load and Performance Limitations. 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 15 for any increase of the limits, loads, or performance limitations of the Services caused by Customer or its End Users beyond those set forth in the [Service Description](#).

8.2. Updates. NAGRA may from time to time, but is under no obligation to, make commercially reasonable Updates to the Services during the Term. NAGRA does not guarantee that the Services will not be impacted by any such Updates but shall make commercially reasonable efforts to mitigate the impact, while enabling the Services to continue to perform all material existing functions.

9. REPRESENTATIONS AND WARRANTIES

9.1. NAGRA's Representations and Warranties

9.1.1. 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.

9.1.2. Disclaimer of Warranty. The Software and the Services are provided AS IS and AS AVAILABLE. NAGRA does not represent or warrant that (i) the Services, the Software (or any portion thereof) will be uninterrupted, error free, free of harmful components, be secure, or that the Services (or any portion thereof) will operate in combination with other hardware, software, systems or data other than as expressly specified in this Agreement or the Documentation or meet your specific business requirements; or (ii) that NAGRA will correct any defects or errors in the Software or Services. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, NAGRA MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, OR THEIR CONDITION TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NAGRA IS FURNISHING THE WARRANTIES SET FORTH IN SECTION 9.1 IN LIEU OF, AND NAGRA HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT NAGRA HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL WARRANTIES AND INDEMNITIES, EXPRESSED, STATUTORY OR IMPLIED, FOR THIRD PARTY EQUIPMENT DELIVERED BY NAGRA HEREUNDER.

9.2. Customer's Representations and Warranties

9.2.1. 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.

9.2.2. 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.

9.2.3. Customer represents and warrants to NAGRA that: (a) Customer or its licensors own all right, title, and interest in and to the Customer Content; (b) Customer has all rights in the Customer Content necessary for their distribution and use in relation to the use of the Services under this Agreement; and (c) none of the Customer Content or use by the Customer or its End Users of the Services will violate the Acceptable Use Policy.

10. CONFIDENTIALITY; PRESS RELEASE

10.1. 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's (and its vendors' and licensors') technology (including the NAGRA Online multi-DRM Solution, the Software and the Service APIs), 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).

10.2. 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. Notwithstanding the above, NAGRA may share Customer Confidential Information with its suppliers and partners and with AWS as reasonably necessary for the provision of the Services. 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.

10.3. 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.

10.4. Remedies. Each party understands that any violation of this Section 10 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 10, 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.

10.5. Press Release. Notwithstanding the foregoing, Customer and NAGRA agree that they will prepare mutually acceptable communications (such as a press release and/or case study) in relation to the execution of this Agreement, to be released at a mutually agreed date within three (3) months from the event. Both parties agree to provide a quote from a senior executive and description of the Customer's solution in written or video form (as agreed at the time). Customer grants to NAGRA and its Affiliates a

non-exclusive, worldwide, royalty-free right and license to use Customer's company and/or service names and logos to identify Customer as a NAGRA customer.

11. PROPRIETARY RIGHTS

11.1. 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 NAGRA Online multi-DRM Solution, the Services and Services API, the Software, 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.

11.2. 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.

11.3. Challenge of rights. Should Customer elect to challenge in a court of law the validity of any of NAGRA Intellectual Property Rights pertaining to the Services granted under this Agreement, NAGRA shall be entitled to terminate this Agreement immediately, with such termination being effective upon delivery of notice thereof.

11.4. 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.

12. INFRINGEMENT BY NAGRA

12.1. NAGRA' Obligations

12.1.1. Subject to the limitations of Section 17, NAGRA will indemnify, defend and hold harmless Customer from and against any and all damages arising from claims by any third party that the Services and/or Services API used within the Territory and in compliance with this Agreement (i) directly infringes any Berne Convention copyright within the Territory; (ii) directly infringes a patent of another person within the Territory; or (iii) misappropriates or unlawfully discloses or uses a third-party's trade secret within the Territory. NAGRA's obligations hereunder shall be expressly conditioned upon:

(i) NAGRA being promptly informed and furnished a copy of all substantial communications, notices or other actions relating to the alleged infringement within reasonable time,

(ii) NAGRA being given information and assistance necessary to support Customer in defending or settling such suit or proceeding in such manner as NAGRA shall determine,

(iii) NAGRA being given, to the extent legally admissible, authority to control the defence (including the right to select counsel) and compromise and settle such suit or proceeding, and

(iv) Entry of a final judgment finding that the Services and/or Services API infringes and/or misappropriates such third party's Intellectual Property Rights.

12.1.2. If any part of the Services and/or the Software or Services API is held to directly infringe any valid patent, copyright or any other Intellectual Property Right and Customer is enjoined from using the same, or if NAGRA believes such infringement is likely, NAGRA will exert reasonable efforts, at its option and its expense,

(i) to procure for Customer the right to use the Services and/or the Software and/or Services API free of any liability for patent, copyright or other intellectual property right infringement,

(ii) to replace or modify such the Services and/or the Software and/or Services API with a non-infringing substitute otherwise complying substantially with all the requirements of this Agreement, or
(iii) to terminate the Agreement. In such case NAGRA is liable to Customer for damages within the limitations of Section 17.

12.1.3. The foregoing states the sole and exclusive liability of NAGRA hereto for infringement of Intellectual Property Rights in relation to the Services and/or Services API, whether direct or contributory, and is in lieu of all warranties, express, implied or statutory in regard thereto.

12.1.4. Both Parties will cooperate with each other in the resolution of any matters described above.

12.2. Exceptions

NAGRA shall not be obligated to defend or be liable for costs and damages to the extent any infringement arises out of:

- (a) use in combination with any products or services other than those provided or approved by NAGRA under this Agreement,
- (b) modification of the Services and/or the Software and/or Services API, except for such modifications performed by or expressly approved by NAGRA,
- (c) designs or specifications imposed by Customer, or
- (d) the failure of Customer to use any updates, corrections or enhancements to the Software that are expressly recommended and made available by NAGRA hereunder as part of the maintenance services or at no additional charge and which would have mitigated the liability under the infringement claim.

12.3 Customer's Indemnity

Customer shall indemnify, defend and hold harmless NAGRA from all Damages incurred by NAGRA as a result of any claim, lawsuit or proceeding based on any:

- (i) breach of representation or warranty by Customer,
- (ii) unauthorized use by Customer of the Services and/or the Software and/or Services API or any portion thereof,
- (iii) infringement, actual or alleged, of any intellectual or industrial property right or claimed violation of any right of publicity or privacy with respect to any Customer Content distributed by Customer and/or any other intellectual or industrial property owned by Customer, or
- (iv) infringement, actual or alleged, of any intellectual or industrial property right resulting from the combination of all or part of the Services and/or the Software and/or Services API with software and/or hardware items that were not delivered or furnished by NAGRA pursuant to this Agreement.

13. PROTECTION OF THE SERVICES AND/OR SERVICES API

13.1. Unauthorized Use by Third Parties. NAGRA and Customer shall promptly notify one another of any unauthorized use of the Services and/or the Software and/or Services API or any portion thereof, including any acts of infringement, as it comes to either Party's 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 and shall make, and shall cause its subcontractors, distributors, service providers and suppliers under this Agreement to 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 Services API or any portion thereof except as expressly provided herein or with NAGRA's prior consent.

13.2. Piracy. The Parties shall notify one another immediately of any information relating to the occurrence of any piracy or any

suspected piracy in connection with or in relation to the Services or any portion thereof. In case an act of piracy occurs which could interfere with the use of the Services by Customer or its End Users, the Parties agree to consult in good faith. The provision of security services in relation to the Services are not included in the scope of the Services. If Customer so requests, NAGRA will issue a proposal setting forth the terms and conditions for such security services (including quotation for price) which Customer may choose to accept and purchase.

14. 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.

15. 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 or its End User'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 15, Customer (x) shall remain responsible for all fees and charges incurred during the period of suspension; and (y) shall not be entitled to any service credits under the Service Level Agreements for any period of suspension. If Customer does not adequately address the reason for suspension within thirty (30) days after suspension, then NAGRA may terminate this Agreement.

16. TERM/TERMINATION

16.1. Term. This Agreement shall commence on the date of completion of the registration of Customer and payment of the initial fee ("Effective Date") and shall continue for the period of Services corresponding to the initial payment. It shall then renew monthly on a date-to-date basis, each time upon payment of the fee for the new period, until terminated by either party in accordance with this Section 16.

16.2. Termination by Customer. Customer may terminate its subscription to the Services and this Agreement in Customer's AWS account on AWS management portal, as indicated by AWS. Termination shall occur at the end of the billing period.

16.3. Termination by NAGRA. NAGRA in its sole discretion may terminate this Agreement (i) upon thirty (30) days prior written notice to Customer, (ii) immediately if Customer has not paid any fees when due, has breached any confidentiality obligation or has misused the Software or Services, or (iii) 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 16.3, 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.

16.4. Effect of Termination or Expiration. Upon any termination or expiration of this Agreement or of your subscription to the Services, all licenses granted hereunder shall terminate and Customer's and its End Users' access and use of the Software and Services shall immediately cease. Customer shall stop distributing any app integrating the Software and Customer shall require its End Users and the manufacturers of the Supported Devices (if applicable) to do the same. NAGRA will permanently erase all Customer Content and 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.

17. LIMITATION OF LIABILITY

17.1. 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 17 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.

17.2. 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 DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

17.3. 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.

17.4. No action, regardless of form, arising out of any alleged breach of the Agreement or obligations under the Agreement may be brought by either Party more than one (1) year after the cause of action has occurred, except that an action for non-payment may be brought within one (1) year after the later of the date of last payment or the date such unpaid amount should have been paid.

18. MISCELLANEOUS PROVISIONS

18.1. 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.

18.2. Notice. All notices, requests, responses, acceptances, consents and other communications required or permitted by this Agreement shall be made electronically at the address indicated upon registration on the Web Portal.

18.3. Entire Agreement. This Agreement, Exhibit 1 attached hereto 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 contained in Exhibit 1 or accessible through the URLs and the body of this Agreement, the provisions contained in Exhibit 1 or accessible through the URLs shall prevail.

18.4. Amendments. NAGRA may modify the terms and conditions of this Agreement at any time provided that it will notify the modifications through publishing on the Web Portal and the changes will become applicable within thirty (30) days from such publishing. If Customer does not agree with the changes, Customer can terminate the Agreement within thirty (30) days from such publishing. In the absence of any termination by Customer, the revised terms and conditions will apply automatically.

18.5. 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.

18.6. Headings. The headings contained herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

18.7. 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.

18.8. Retention and Set-Off. All retention rights are excluded, unless expressly provided for in this Agreement. The right of each Party to set off claims against the claims of the other Party is limited to claims which are undisputed or have been finally awarded in accordance with Section 18.12.

18.9. 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.

18.10. 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.

18.11. Export control and economic sanctions. Each Party shall comply with all applicable (i) economic or financial sanctions against a territory or a person administered by any agency of the US, the United Nations, the European Union or any member state thereof, or any other country, or any other national economic sanctions authority, and (ii) laws pertaining to use, export, re-export and transfer controls under US, EU, national and other laws, including all such laws and regulations imposed by the United States, and the country in which each is located or in which or from which NAGRA will provide and Customer will use, the Services, the NAGRA Online multi-DRM Solution, the Services APIs, and the Software. Customer represents, warrants and covenants that NAGRA shall have no obligation to distribute, directly or indirectly, or to authorize Customer to use, the Services, the NAGRA Online multi-DRM Solution, the Software, the Services APIs and any associated documentation or any portion of the foregoing to any country or entity subject to, and for so long as subject to, sanctions, embargo or similar prohibitions by U.S., European, or other applicable export control laws ("Excluded Territories") and Customer shall have no right to access to and use the same in the Excluded Territories.

18.12. 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.

18.13. 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.

EXHIBIT 1

EULA Minimum terms and conditions

Customer shall ensure that the End User is given access to and use of the application integrating the Software only upon prior written agreement on the terms of the EULA (by clicking "I Agree").

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

- The Customer Application, documentation and fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form are licensed, not sold, to you by Customer for use only under the terms of this License, and Customer reserves all rights not expressly granted to you. The terms of this License will govern any software upgrades provided by Customer that replace and/or supplement the original Customer Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will apply.
- Subject to the terms and conditions of this License, you are granted a limited non-exclusive, non-transferable and non-sublicensable license to install the Customer Application on your Approved Device and to use the Customer Application to get access to the application store in accordance with the Usage Rules set forth in the application store Terms of Service and/or to Customer platform in accordance with the terms and conditions of Customer.
- You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the Customer Application, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components included with the Customer Application). Any attempt to do so is a violation of the rights of Customer and Customer's licensors of the Customer Application.
- **Transfer.** You may not rent, lease, lend, transfer, redistribute or sublicense the Customer Application unless there is an explicit agreement between NAGRA and Customer.
- **Updates.** Customer may release updates to the Customer Application at its convenience. You acknowledge and agree that you may be instructed to install the update and to stop using the previous version of the Customer Application failing which access to the application store and /or to the Customer platform may be denied. If a Customer Application update completely replaces (full install) a previously licensed version of the Customer Application, you may not use both versions of the Customer Application at the same time nor may you transfer them separately.
- **Consent to Use of Data.** You agree that Customer and its affiliates and licensors may collect and use technical and related information, including but not limited to technical information about your Approved Device, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Customer Application and to verify compliance with the terms of this License. Customer may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.
- **Termination.** The license is effective until terminated. Your rights under this License will terminate automatically without notice from Customer if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Customer Application and destroy all copies, full or partial, of the Customer Application.
- **Disclaimer of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER APPLICATION IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND THAT USE OF THE CUSTOMER APPLICATION IS AT YOUR SOLE RISK. CUSTOMER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CUSTOMER APPLICATION, EITHER EXPRESS IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF PERFORMANCE, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE CUSTOMER APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE CUSTOMER APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CUSTOMER APPLICATION WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE THAT THE CUSTOMER APPLICATION ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE CUSTOMER APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF

NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CUSTOMER OR A CUSTOMER AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE CUSTOMER APPLICATION PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

- **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL CUSTOMER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE CUSTOMER APPLICATION OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL CUSTOMER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- **Third Party Acknowledgements and Terms.** Portions of the Customer Application utilize or include third party software, open-source software and other copyrighted material. Acknowledgements, licensing terms and additional disclaimers for such material are contained in the "online" electronic documentation for the Customer Application or may otherwise accompany such material, and your use of such material is governed by their respective terms."

Did this answer your question?

