

Terms of Service for Trial Use of Verimatrix Platform – Cloud and On-Premise Services/Products

THE USE OF THE SERVICES AND PRODUCTS IS SUBJECT TO THE TERMS AND CONDITIONS THAT FOLLOW. YOU SHOULD ACCESS AND USE THE SERVICES AND PRODUCTS ONLY IF YOU ACCEPT AND AGREE TO ALL THE TERMS OF SERVICE.

1. THE LICENSE AGREEMENT

This Terms of Service (“**Terms**”, “**Terms of Service**” or “**Agreement**”) is a binding legal agreement between YOU (either a legal entity or an individual acting in professional capacity and agreeing to these terms, hereafter “**YOU**”) and the Verimatrix entity identified in this paragraph for the region where YOU reside, if an individual, or where YOUR entity is legally registered, if YOU are a company (referred to herein as “**Verimatrix**”). For individuals residing or companies registered in the following countries, the contracting entity is VERIMATRIX, INC.: United States of America, Canada, Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Curacao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Puerto Rico, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, US Virgin Islands, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Paraguay, Peru, Suriname, Uruguay, Venezuela. For individuals residing or companies registered in all other countries, the contracting entity is VERIMATRIX, a French *société anonyme*.

This Agreement sets out YOUR rights and the conditions upon which YOU may access and use our services and products for content protection, software protection, cybersecurity protection, and security analytics including all its constituent parts, media, materials, and documentation whether delivered electronically for on-premise products or accessed via our cloud (“**Services**”) for the time period or other measurement of use for the Services as set forth in the user portal for the Verimatrix Platform or in the electronic notice accompanying the electronic delivery of the on-premise products (“**Trial Period**”). YOU acknowledge and agree that YOUR access to and use of the Services will automatically terminate at the end of the Trial Period, with or without notice, unless YOU elect to license the Services on a paid subscription basis by executing a Verimatrix order form to obtain license rights for access to and development, production, or commercial use(s) and/or distribution of the Services. YOU should read the document in its entirety, including linked terms, because all the terms are important and together create this Agreement that applies to YOU. By accessing and using our Services, YOU agree to be bound by these Terms. These Terms represent the entire agreement between YOU and Verimatrix concerning the use of these Services and supersedes any prior agreement, proposal, representation, or understanding between YOU and Verimatrix relating to these Services.

These Terms are effective between YOU and Verimatrix and govern your use of these Services, as of the date you accept these Terms. By clicking on an acceptance button, indicating assent electronically, or otherwise using the Services, you agree to these Terms. If YOU do not agree to these Terms, YOU may not access or use these Services. If YOU have accepted multiple versions of these Terms, the most current version that YOU have accepted is the applicable agreement between YOU and Verimatrix for use of these Services and supersedes and replaces all prior versions relating to these Services.

2. OWNERSHIP

The Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Unless expressly provided otherwise in these Terms, Verimatrix retains all right, title and interest, including any copyright, patent rights, design rights, or other intellectual property rights in and to the Services as well as any improvements or modifications thereto made for YOU, including any improvements or modifications based on, implementing, or otherwise using any feedback YOU or YOUR use of the Services has provided to us. Except for the limited right to evaluate the Services as expressly provided in this Agreement, no intellectual property rights are granted with respect to the Services.

Verimatrix's logo and combinations are registered trademarks or trade names of Verimatrix or its affiliates. Except as set forth herein, reproduction in whole or in part is prohibited without the prior written consent of Verimatrix.

3. GRANT OF LICENSE

Subject to these Terms, Verimatrix hereby grants to YOU the limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, freely revocable, right and license to use the Services for internal evaluation purposes only in compliance with these Terms for the Trial Period. No right is granted to use the Services in a commercial or production environment.

The only rights we grant YOU are those rights expressly stated in these Terms. All rights not expressly granted to YOU under these Terms are reserved by Verimatrix. No license, right, title or interest in any trademark, trade name or service mark of Verimatrix is granted to YOU.

Your use of the Services is limited to devices and operating systems Verimatrix supports and may be affected by the performance and compatibility of your hardware, software and Internet access. Meeting system requirements is your responsibility, and YOU are responsible for the cost of your equipment, which may include obtaining updates or upgrades from time to time in order to continue using the Services.

If YOU subscribe to Multi-DRM services, YOU acknowledge and agree to the following notices, terms and conditions:

Microsoft PlayReady Server Licenses. Use of Microsoft PlayReady DRM is subject to certain intellectual property rights of Microsoft Corporation and cannot be used or distributed further without the appropriate licenses from Microsoft. YOU acknowledge and agree that, prior to delivery of any Microsoft server application to YOU, YOU shall be required to become and remain a Microsoft PlayReady Server End Customer for the term of YOUR use of the Microsoft PlayReady products. For the avoidance of doubt, YOU shall be solely responsible for obtaining the appropriate agreement(s) with Microsoft for licensing, installation, configuration, support, and/or operation of Microsoft operating system(s). Verimatrix does not license, configure, and/or install the Microsoft operating system(s).

Apple FairPlay Streaming Implementations. Use of Apple FairPlay Streaming is subject to certain intellectual property rights of Apple, Inc. and cannot be used or distributed further without the appropriate licenses from Apple. YOU acknowledge and agree that prior to delivery of the Apple FairPlay Streaming Implementations ("**FPS Implementation**") to YOU, YOU shall be required to execute an agreement with Apple governing the use of the Apple FPS Implementation ("**FPS Addendum**") and the FPS Implementation is provided by Verimatrix solely for use under and in accordance with Customer's FPS Addendum while such FPS Addendum remains in effect.

Widevine DRM. Use of Widevine DRM is subject to certain intellectual property rights of Google, Inc. and its affiliate, Widevine Technologies, Inc., and cannot be used without the appropriate licenses from Widevine Technologies, Inc. YOU acknowledge and agree that YOU shall be responsible for executing a license agreement with Google and/or Widevine governing the access and use of the Widevine DRM.

No Liability. Verimatrix is not responsible for security incidents caused by YOUR use of third-party DRM including, but not limited to, remediation of such security incidents, and liability for third party claims arising from YOUR use of third-party DRM.

4. LIMITATIONS AND CONDITIONS OF LICENSE

Limitation of Use: YOU are the only person/entity allowed to use the Services under these Terms.

Technical protection measures: YOU may not attempt to circumvent technical protection measures incorporated in or designed to protect the Services.

Prohibition on Reverse Engineering, Decompilation, and Disassembly: YOU are prohibited from, without limitation, reverse engineering, decompiling, reverse compiling, adapting, or disassembling, or in any way attempting to reconstruct or discover any algorithms of the Services, whether from the Services' output or otherwise.

Security: YOU shall warrant no viruses or malicious code like malware, spyware, key logger, bots (as the expressions are generally understood in the computing industry) interfere with, compromise or adversely affect the provision of the Services. This includes, without limitation, password guessing programs, cracking tools, penetration testing, distributed denial of Service (DDoS) attacks or testing, network probing tools, interruption of Service, reduction or compromise in quality and efficiency of Service, using the Services to protect or obfuscate code that is intended to cause harm, or any other aspect that compromises the security or continuity of the Service. Verimatrix reserves the right to release YOUR identification information to systems administrators at third-party cloud service providers in order to assist in resolving the security incident, if YOUR account is involved in violations of security. Verimatrix will also fully cooperate with law enforcement authorities in investigating suspected legal violations. The use of the Services does not grant YOU, and YOU hereby waive any right of physical access to, or physical possession of, any servers, equipment, real or personal property or other assets.

User Credentials: YOU shall keep all user identification and password credentials secure and strictly confidential. YOU will use best efforts to prevent unauthorized access to YOUR account. YOU shall immediately notify Verimatrix of any unauthorized use of any password or account or any other known or suspected breach of security with respect to YOUR use of the Services.

Protection of Keys: YOU are responsible for protecting all authentication key(s) for the application programming interface(s) ("**API(s)**"). YOU shall not disclose the authentication key(s) to any third party except your employees with a need-to-know. YOU shall not use the authentication key(s) for any purpose other than as necessary to exercise rights granted under these Terms. YOU are responsible for all activity that occurs with the authentication Key(s). YOU shall notify Verimatrix promptly in the event YOU learn of any unauthorized access to any authentication key(s).

Support. Verimatrix shall have no obligation to provide support or maintenance services with respect to the Services during the Trial Period.

Open Source. YOU MAY NOT USE, COPY OR MODIFY THE SERVICES OR PRODUCTS IN ANY WAY WHICH RENDERS IT SUBJECT TO THE TERMS OF ANY "OPEN SOURCE" LICENSE AGREEMENT, INCLUDING THE GPL, LGPL OR BSD LICENSE AGREEMENTS.

Compliance with Applicable Laws: YOU may not use the Service for illegal activities, or as a means to violate the law. YOU may not upload content to the Services which YOU do not own, are not authorized to upload, or is illegal. YOU must comply with all applicable laws regarding the installation and use of the Services, including, but not limited to, providing all required notices and obtaining all required consents required for this trial, protection of Personal Data, export, consumer laws and e-commerce regulations, where applicable.

In case of violation of the above restrictions, Verimatrix retains the right to immediately terminate these Terms pursuant to Section 7 and to obtain full compensation for any damage, costs and expenses it may incur. In addition, YOU will be solely responsible for any fines or other penalties imposed pursuant to applicable laws.

5. NO WARRANTY

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, VERIMATRIX EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR REPRESENTATION THAT THE SERVICE IS ERROR-FREE. VERIMATRIX RESERVES THE RIGHT TO INTERRUPT THE SERVICES, WITH OR WITHOUT NOTICE, FOR EMERGENCY AND/OR SCHEDULED MAINTENANCE AND SHALL HAVE NO LIABILITY FOR DAMAGES RESULTING FROM SUCH DISRUPTION.

6. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, VERIMATRIX SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. FOR THE PURPOSES OF THIS AGREEMENT, LOST PROFITS, BUSINESS INTERRUPTION, DATA BREACH AND LOST INFORMATION ARE DEEMED AS INDIRECT OR CONSEQUENTIAL DAMAGES AND ARE NOT RECOVERABLE HEREUNDER, NOTWITHSTANDING THE THEORY OF LIABILITY AND FORM OF ACTION UNDER WHICH SAID DAMAGES ARE SOUGHT, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, AND WHETHER OR NOT VERIMATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES.

IT IS FURTHER EXPRESSLY STATED AND CLARIFIED THAT THE SERVICES ARE NOT DESIGNED, MADE, OR INTENDED FOR USE IN ANY APPLICATION OR DEVICE WHERE FAILURE OR INACCURACY MIGHT CAUSE DEATH OR PERSONAL INJURY, INCLUDING MILITARY GRADE, MEDICAL GRADE OR SPACE GRADE DEVICES, APPLICATIONS AND USES. VERIMATRIX SHALL NOT BE LIABLE IN WHOLE OR IN PART, FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE AND PERFORMANCE OF THE SERVICE IN SUCH APPLICATIONS.

IN ANY EVENT, VERIMATRIX'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS (WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER GROUND) SHALL NOT EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1,000). THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY ARISES OUT OF BREACH OF CONTRACT, BREACH

OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY. THESE LIMITATIONS SHALL IN ALL CASES BE DEEMED INDEPENDENT OF EACH AND EVERY REMEDY PROVIDED IN THIS AGREEMENT AND ARE INTENDED BY THE PARTIES TO SURVIVE AND TO BE ENFORCEABLE EVEN IF THE AVAILABLE REMEDIES DO NOT PROVIDE ADEQUATE COMPENSATION, OR FAIL OF THEIR ESSENTIAL PURPOSE.

FOR CLARITY, IN CASE VERIMATRIX PROVIDES THE SERVICES HEREUNDER WITHOUT CHARGE, VERIMATRIX HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER GROUND).

7. TERMINATION

Upon written notice, Verimatrix reserves the right to immediately terminate this Agreement and YOUR access to and use of the Services, in whole or in part, for any reason or no reason, without penalty or recourse during the Trial Period.

If this Agreement is terminated for any reason or expires, YOU are prohibited from making any further use of the Services, and neither YOU nor any personnel employed by YOU will be authorized to use or access or use the Services, including any online storage or backup services. In such case, Verimatrix may cancel and/or close YOUR account at our sole discretion.

After the termination or expiration date, Verimatrix does not have the obligation, but retains the right, to delete, at its sole discretion, any of YOUR online stored or backed-up information, text, files, applications, links, or other materials provided to Verimatrix ("**Content**"). It is YOUR responsibility to store or backup YOUR Content elsewhere before this Agreement expires or is terminated.

8. YOUR CONTENT

Some of the Services may allow YOU to upload Content (including software applications). YOU hereby give Verimatrix the irrevocable right to store, process and modify YOUR content for the purposes of providing and improving the Services. Without prejudice to the above and to Section 7, YOU retain ownership of any intellectual property rights that YOU hold in YOUR Content.

If YOU provide any comments to Verimatrix, information, opinions, or suggestions on the Services, YOU acknowledge and agree that Verimatrix may use them without restriction, for any purpose and without compensation to YOU.

9. CONFIDENTIAL INFORMATION

The terms and conditions of any written non-disclosure agreement executed by Verimatrix and You shall apply to all Confidential Information shared by Verimatrix and You and is hereby incorporated herein by this reference. For the avoidance of doubt, If Verimatrix and You have not executed a non-disclosure agreement or the non-disclosure agreement has expired, the following provision shall apply:

You may use Verimatrix Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose Verimatrix Confidential Information during the Trial Period of this Agreement or at any time during the 5-year period following the end of the Trial Period (except for trade secrets that shall remain subject to the obligations of confidentiality under this Section 9 for so long as they constitute trade secrets). You will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Verimatrix Confidential Information, including, at a minimum, those measures You take to protect your own confidential information of a similar nature. "Verimatrix

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

YOU agree to destroy or erase all copies of Confidential Information disclosed by Verimatrix to YOU during the Trial Period; and destroy and erase all copies of the on-premise product and its related documentation delivered to YOU during the Trial Period and in YOUR possession at the end of the Trial Period.

10. EXPORT RESTRICTIONS

The technology accessed via and/or provided as part of the Services is subject to regulation by United States, European Union, and/or other government agencies, which prohibit export or diversion of the technology to certain countries and certain persons. YOU will not export in any manner, either directly or indirectly, any of the Services or the technology provided as part of the Services, without first obtaining all necessary approval from appropriate government agencies. It is YOUR sole responsibility to comply with any export or import restrictions. YOU shall not use the Services for (i) any military end-use as defined in Article 4(2) of COUNCIL REGULATION (EC) No 428/2009 or (ii) for any use related to chemical, biological or nuclear weapons, other nuclear explosive devices or missiles capable of delivering such weapons; and YOU shall not export the Services where YOU have knowledge the Services are, or may be, intended for any of the aforementioned uses.

11. CHANGES TO THESE TERMS

Verimatrix may need to update or change these Terms over time. If YOU do not agree to the new terms and conditions, then YOU must reject the changes by duly notifying Verimatrix, ceasing all use of Services at the end of the Trial Period. By continuing to use the Services, YOU accept change(s) to these Terms.

12. GOVERNING LAW

THESE TERMS OF USE SHALL BE GOVERNED BY THE LAWS OF (I) FRANCE FOR TERMS BETWEEN YOU AND VERIMATRIX, A FRENCH *SOCIÉTÉ ANONYME*; AND (II) STATE OF CALIFORNIA FOR TERMS BETWEEN YOU AND VERIMATRIX, INC.; EXCLUDING ANY CONFLICTS OF LAWS RULES. ANY DISPUTE THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE PRESENT TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION, THEIR VALIDITY, FORMATION, INTERPRETATION, PERFORMANCE, CONSTRUCTION, TERMINATION OR EXPIRATION OF THESE TERMS THAT CANNOT BE SETTLED AMICABLY SHALL BE REFERRED TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF (I) PARIS, FRANCE FOR TERMS BETWEEN YOU AND VERIMATRIX, A FRENCH *SOCIÉTÉ ANONYME*; AND (II) SAN DIEGO, CALIFORNIA FOR TERMS BETWEEN YOU AND VERIMATRIX, INC.; INCLUDING IN CASE OF PLURALITY OF DEFENDANTS, CONTRIBUTION OR GUARANTEE CLAIMS OR ANY THIRD PARTY PROCEEDINGS AND/OR SUMMARY PROCEEDINGS. THE

PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS SPECIFICALLY EXCLUDED FROM APPLICATION TO THIS AGREEMENT.

13. NO ASSIGNMENT

YOU do not have the right to assign this Agreement to any person or entity.

14. NO WAIVER.

Verimatrix does not waive any provision of this Agreement unless it is expressly waived in a written agreement signed by an authorized officer of Verimatrix.

15. SEVERABILITY.

If any provision of these Terms is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of these Terms shall be affected thereby, and the remaining provisions of these Terms shall continue with the same force and effect as if such unenforceable or invalid provisions had not been included in these Terms.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement between YOU and Verimatrix and supersedes all prior agreements, proposal(s) and discussions. No explanation or information (whether written or oral) given to YOU by Verimatrix shall alter the meaning or interpretation of these Terms.