GENERAL TERMS AND CONDITIONS FOR
CASTLABS CLOUD SERVICES AND SOFTWARE PRODUCTS
Version 1.4 / September 23, 2021

These General Terms and Conditions for castLabs Cloud Services and Software Products ("GTC") govern the provision of cloud services and software products by castLabs, Inc., a Delaware Corporation with principal offices at 2600 W. Olive Avenue, 5th Floor, Burbank, CA 91505, USA ("castLabs").

1 Definitions

1.1 "Affiliate(s)" means an entity, that, directly or indirectly, controls, is controlled by, or is under common control with a Party to the Agreement, but only for so long as such control exists, and where "control" shall mean ownership of more than 50% of the stock or other equity.
1.2 "Agreement" means the Order Form, these GTCs, castLabs SLAs, if applicable, and any additional contract terms, referenced in the Order Form.
1.3 "Active User" means an End User that has had at least one session of Content Service with a Customer App during a given month.
1.4 "Content" means content for which Customer has obtained all necessary approvals, permissions and licenses to provide via a digital service.
1.5 "Content Service" means a digital content service operated and provided by Customer that distributes Content using castLabs Service.
1.6 "castLabs Technology" means any and all information, Software, technology, application program interfaces (APIs), software development kits (SDKs), updates, modifications, customizations, enhancements, data, know-how and trade secrets provided by or on behalf of castLabs to Customer hereunder, including Services and/or Products (including any Object Code and Source Code) and any Documentation, Software, code or tools relating thereto provided hereunder.
1.7 "Confidential Information" has the meaning set forth in Section 8 (Confidential Information).
1.8 "Consulting Services" means professional services, such as implementation, configuration, custom development and training, performed by castLabs' employees or subcontractors.
1.9 "Customer" means the person or entity that is specified in the Order Form.
1.10 "Customer App(s)" means Customer's software application, consisting of a standalone executable program identified by name that contains or is based on castLabs Products and designed to connect to Customer's backend servers and deliver Content to End Users.
1.11 "Customer-Provided Video Player Software" has the meaning set forth in Section 7.2.3 (Customer Applications).
1.12 "Defect" means a failure of Service or Product to perform in conformance with the Specifications and castLabs SLA, if applicable, where such failure materially impairs the use or proper functioning of such Service or Product.
1.13 "Documentation" means written or electronic materials and documentation including developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications.
1.14 "DRM Certificate" means a small sequence of bytes containing a certificate that serves to authenticate an end device.
1.15 "DRM Key" means a small sequence of bytes containing a decryption key that serves to decrypt content on an end device.
1.16 "DRM Certificate Request" means the request of an end device to a DRM server to send a DRM Certificate.
1.17 "DRM Key Request" means the request of an end device to a DRM server to send a DRM Key.
1.18 "DRM Key Rotation" means the periodically occurring change of encryption keys.
1.19 "DRM Renewal Request" means a periodically recurring request of an end device to renew a DRM Key to implement the Concurrent Stream Limiting feature.
1.20 "DRM Service Request" means any request of an end device to a DRM server.
1.21 "DRM Provider" means a provider of a DRM system referenced in the Order Form.
1.22 "DRM System" means an encryption platform as referenced in the Order Form.
1.23 "End User" means an individual end user of the Customer Content Service.
1.24 "End User License Agreement" or "EULA" means a written license agreement in a commercially reasonable form, pursuant to which Customer may license to End Users the Customer Application(s).
1.25 "Feedback" means all feedback, bug reports, criticism, comments and suggested improvements to the Services and/or the Products that Customer provides to castLabs.
1.26 "Initial Payment" means the payment due according to the first invoice sent or to be sent to Customer based on a signed "Order Form".
1.27 "License Key" see "DRM Key".
1.28 "License Request" means any type of request of an end device (DRM Key Request, DRM Service Request, DRM Certificate Request) to a DRM Server.
1.29 "License Term" means, with respect to Service or Product, the time period commencing upon the corresponding Maintenance and Support Start Date as specified on the Order Form and continuing until termination of the Agreement pursuant to these GTC.
1.30 "Maintenance" means the selected in the Order Form maintenance and support that castLabs provides for the Services and Products. Procedures for Maintenance of Services are described in castLabs SLA.
1.31 "Maintenance and Support Start Date" means the date selected by Customer in the Order Form, on which date castLabs shall start delivering maintenance and support.
1.32 "Object Code" means computer programming code in a form not readily perceivable by humans but suitable for machine execution without the intervening steps of interpretation or compilation.
1.33 "Order Form" means the document "Order Form and Specifications for Cloud Services and Products"
1.34 "Products" means PRESTOplay SDKs and any add-on products as specified on the Order Form.
1.35 "Services" means the cloud-based services as referenced in the Order Form.
1.36 "Specifications" means Section 2 in the Order Form "Product and Service Specifications".
1.37 "Software" means (a) all computer programming code (whether in Source Code or Object Code forms), libraries, configuration files, meta files, data files, application programming interfaces (APIs), software development kits (SDKs), tools, and accompanying Documentation, including patches, updates or upgrades (if any), provided by castLabs under the Agreement, and (b) all modifications

thereto and full or partial copies thereof, whether such modifications or copies are provided by castLabs, derivative works by castLabs or Customer, or a third-party.

1.38 "Source Code" means a computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.

1.39 "Term" has the meaning set forth in Section 11 (Term, Termination & Suspension).

1.40 "User Data" means End User's data, which is being processed for and at provision of the Content Service to the End User.

2 Provision and Use of Services

2.1 Provision and Authorization of Services. With respect to each Service, subject to the Agreement, castLabs provides each such Service for access and use by Customer as referenced in the Specifications. castLabs grants to Customer a non-exclusive, non-transferable and world-wide right to use the Service (including its implementation and configuration), and Documentation solely for running Customer's Content Service in accordance with the Agreement.

2.2 castLabs Service Level Agreement ("castLabs SLA"). castLabs' provision of DRMtoday Service is subject to castLabs SLA. Customer's sole and exclusive remedies with respect to any breach of or non-conformance with castLabs SLA shall be as solely set forth in castLabs SLA.

2.3 Third Party Web Services. The Services may include integrations with web services made available by third parties (other than castLabs or its affiliates) that are accessed through the Services and subject to terms and conditions with those third parties. These third party web services are not part of the Services and these GTC do not apply to them.

2.4 DRM Systems and DRM Providers. castLabs uses encryption standards by studio-recognized DRM Providers as referenced in the Order Form. If a DRM provider discontinues the provision of a DRM System used by castLabs or terminates its relationship with castLabs for reasons not to be attributed to castLabs, castLabs shall offer to Customer an alternative solution with another DRM system. If Customer does not accept the alternative solution, offered by castLabs, castLabs is entitled to terminate its Agreement with Customer pursuant to Section 11.4.3.

2.5 Data Protection. As a data processor, castLabs will implement technical and organizational measures to secure personal data processed through use of the Service in accordance with applicable data protection law.

2.6 Provision of Consulting Services. Consulting Services are provided remotely or on Customer's site by authorized castLabs' employees or subcontractors. Customer shall reimburse castLabs for the travel and lodging expenses incurred by castLabs for Consulting Services provided at Customer's site.

3 Intellectual Property Licenses for Products

3.1 Grant of License. With respect to each Product, and subject to the Agreement, castLabs hereby grants to Customer a limited, non-transferable, non-exclusive, revocable license, solely during the License Term, to incorporate, reproduce, distribute and use purchased Product solely as part of Customer Apps.

3.2 License Limitations. castLabs hereby reserves to itself all rights to the castLabs Technology not expressly granted to Customer herein. Customer shall not use or otherwise exploit the castLabs Technology including the Products except as expressly licensed herein, and shall solely use or exploit the castLabs Technology in conformance with applicable terms, conditions and restrictions herein and in any related Documentation, including applicable guidelines and technical requirements. Customer shall not sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign any castLabs Technology, except as expressly permitted by these GTC and the Agreement. Customer shall not alter, modify, adapt, translate, prepare derivative works from, reverse engineer, reverse assemble, decompile, disassemble, decrypt or otherwise attempt to derive any Source Code from the castLabs Technology, in whole or in part, or modify, enhance or create derivative works of the castLabs Technology, without castLabs' prior written consent, or take any other action in derogation of castLabs' intellectual property rights. Customer shall not alter, remove, obscure or fail to reproduce any copyright notice or other proprietary rights notices, which may appear on any castLabs Technology. Customer shall not permit any other person (and shall prohibit any affiliate, vendor or End User) to do any of the foregoing.

3.3 Third Party Software. Elements of the Products licensed under the Agreement may contain or be derived from materials of third party licensors. In addition to the terms of the Agreement, such third party software may be subject to additional terms, which, if any, are set forth in the third party software file that accompanies the Products.

4 Delivery, Maintenance and Support of Services and Products

4.1 Delivery, Software Keys, License Management. castLabs will provide to Customer access to castLabs download portal and those software keys which are necessary to permit Customer to gain access to the Services and Products, which have been properly ordered by Customer pursuant to the signed Order Form. Customer shall not disclose the Product software keys to any third party, with all such keys to be deemed Confidential Information of castLabs. The Product software contains license management functionality that causes the SDKs to cease operating upon expiration or termination of the license. Licenses are issued to expire at the end of the current Prepaid Period as defined in Section 6.1. Customer may check the date of expiration of the license at castLabs download portal and shall notify castLabs, if the date of expiration shall be extended. castLabs will support Customer in the integration of castLabs Services and Products, as referenced in the Specifications. Additional integration support hours might be purchased in the form of Consulting Services upon Customer's request.

4.2 Defects. If Customer discovers a Defect in the Services and/or the Products, Customer shall promptly notify castLabs of such Defect using castLabs helpdesk and provide sufficient information to castLabs to enable castLabs to reproduce the Defect before castLabs' response obligations will commence. castLabs 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 after receipt of Customer's notice of the Defect. Defects in the DRMtoday Services are corrected pursuant to the procedures in castLabs SLA. Such commitment shall constitute the sole and exclusive remedy of

Customer with respect to any such Defect. castLabs shall not be required to correct any Defect to the extent caused by: (a) the unauthorized modification of the Services and/or the Products by Customer or any third party that is a contractor of Customer that performed such modification at Customer's instruction, (b) use of the Services and/or the Products for other than the specific purpose for which they were designed and provided hereunder, (c) use of the Products on or with any systems other than the specified software and hardware platforms, (d) the use of a release version other than a current release of the Services and/or the Products (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 castLabs in a timely manner, if such current release or replacement technology would not have caused such Defect, (e) modifications, additions or changes made to the Services and/or the Products by or at the request of Customer, where castLabs has advised Customer of the risks of performing such modifications, additions or changes; or (f) use or combination of or interoperation with the Products with products, programs or data not furnished by castLabs in a manner not contemplated or intended by castLabs or any applicable Product specifications.

4.3 Maintenance and Support. castLabs provides technical support and maintenance with respect to each Service and/or Product as ordered in the Order Form and might be set in castLabs SLA. Any and all software, technology, know-how and confidential information created in the course of providing such support shall be deemed part of the castLabs Technology. castLabs shall begin providing Maintenance and Support on the Maintenance and Support Start Date referenced in the Order Form until the Agreement has been terminated pursuant to these GTC.

4.4 Security and Data Privacy. castLabs will implement reasonable and appropriate measures designed to help Customer secure Content against accidental or unlawful loss, access or disclosure. Notwithstanding any other agreement between Customer and castLabs, the foregoing security and data privacy provisions contain its and its affiliates' entire obligation regarding the security, privacy and confidentiality of the Content. Customer is responsible for properly configuring and using the Services and/or the Products and taking Customer's own steps to maintain appropriate security, protection and backup of the Content, which may include the use of encryption technology to protect the Content from unauthorized access and routine archiving the Content. Log-in credentials and private keys generated by the Services and/or the Products are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose Customer's private key to Customer's agents and subcontractors performing work on Customer's behalf.

4.5 APIs. castLabs is entitled to unilaterally change or discontinue any APIs for the Services and/or the Products from time to time upon 30 day notice, but shall use commercially reasonable efforts to continue supporting the previous version of any API changed or discontinued for 6 months after the change, discontinuation, or deprecation (except if doing so, in the sole discretion of castLabs, (a) would pose a security or intellectual property issue, (b) is economically or technically materially burdensome, or (c) is needed to comply with the law or requests of governmental entities).

4.6 Evaluation Trial and Proof of Concept. Customer may have a free evaluation trial of the Services and Products, for which Customer needs to sign a separate agreement ("Evaluation Licensing Agreement"). castLabs may provide proof of concept to Customer for a fee under a separate agreement ("Technology Consulting Agreement").

5 Customer Responsibilities

5.1 Content Service and Customer Apps. Customer is solely responsible for the development, content, operation, maintenance, and use of the Content Service and/or Customer Apps. Customer must comply with any and all current technical documentation applicable to the Service(s) and/or Product(s) as provided by castLabs and updated by castLabs from time to time, including ensuring that any technical calls Customer makes to any Service and/or Product are compatible with then-current APIs for that Service or Product. Customer shall ensure that all information it provides to castLabs (including via applicable APIs) is accurate, complete and not misleading.

5.2 No Circumvention. Customer shall not circumvent, or attempt to circumvent, any license management, security devices, access logs, or other measures provided in connection with castLabs Services and Products, or permit or assist any End User or any third party to do the same. Customer must follow the recommended installation procedures for each Service and Product licensed under the Agreement. Customer's failure to follow the recommended installation procedures is a breach of the Agreement and, among other things, may result in inaccurate invoices for additional usage of the Services or Products. Customer shall not access or use the Services or Products in a way intended to avoid incurring fees or exceeding usage limits or quotas. Customer shall not attempt to deactivate or tamper with any security, encryption or rights management features of the castLabs Technology.

5.3 Development Protocols. The Services and/or the Products may only be used by subcontractors and employees who (a) have a reasonable "need to know" for Customer to reasonably exercise its rights and comply with its obligations hereunder, (b) are under a suitable written agreement that enabling Customer to fully comply with all of its obligations hereunder, including compliance with confidentiality and intellectual property obligations and provisions hereunder. Customer shall be deemed fully responsible and liable for any actions made or omitted to be made by any independent contractor or employee of Customer, with all such actions or omissions to be deemed to have been made by Customer hereunder.

5.4 Open Source. Customer shall not modify, distribute or otherwise use the Services and Products in any manner that causes any portion of the Services and Products that is not already subject to an open source license to become subject to the terms of any open source license. Customer understands and agrees that the Services and Products are provided under strict proprietary licensing terms, and are not subject to nor compatible with open-license or public license agreements such as the GNU Public License (GPL). Customer agrees not to use Services and Products in connection with software containing GPL

(or LGPL or any similar open-source license) software that requires the source code be provided.

5.5 End User License Agreements (EULAs). Customer shall ensure that all End Users comply with Customer's obligations under the Agreement and that the terms of Customer's agreements with each End User are consistent with the Agreement. If Customer becomes aware of any violation of Customer's obligations under the Agreement by an End User, Customer shall immediately terminate such End User's access to the Content and the Services and/or the Products.

5.6 End User Support. Customer is responsible for providing customer service (if any) to End Users. castLabs does not and shall not be obligated to provide any support or services directly to End Users.

5.7 Reasonable Cooperation. Customer shall reasonably cooperate with castLabs to identify the source of any problem with the Services and/or the Product(s) that castLabs reasonably believes may be attributable to the Content, the Content Service, Customer App or any other technology, data or services that Customer controls.

5.8 Non-Solicitation of Employees. During the Term and for 24 months thereafter, Customer agrees that it will not, on behalf of itself or any other business entity, either directly or indirectly through others (a) solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any employee of castLabs to terminate his or her relationship with castLabs; and (b) hire, employ, or engage in business with any person employed by castLabs.

6 Fees and Taxes

6.1 Fees. For each Service and/or Product, Customer shall pay the applicable setup fees and maintenance and support fees as set forth in the Order Form within 15 (fifteen) days of the date of the applicable invoice provided by castLabs. However, the Initial payment in accordance to the Order Form shall be due upon signature of the Order Form. The receipt of the Initial payment is a condition for the provision of the Services and/or Products by castLabs to Customer. Maintenance and support fees are due for one year in advance ("Prepaid Period") and 30 (thirty) days before the Maintenance and Support Start Date or any anniversary of it until termination of the Agreement pursuant to these GTC. If Customer chooses a discount option for prepayment in the Order Form, the Prepaid Period is the period chosen as a discount option.

6.2 DRMtoday Active Users. DRMtoday pricing is based on a fair use policy assuming an overall average ratio of max. 30 DRM key requests per Active User per month. In case Customer's measured ratio is higher, Customer agrees to collaborate with castLabs efficiently in order to reduce the ratio within 60 (sixty) calendar days to the threshold defined above. In case of Customer's failure to reduce the number of DRM key requests accordingly, castLabs retains the right to transition Customer to the Alternative DRMtoday licence-based pricing.
Customer is obliged to send a unique Active User ID with every DRM key request. Otherwise, castLabs is entitled to invoice Customer based on an overall average ratio of 15 DRM key requests per Active User per month (for example: 15000 DRM key requests/15 = 1000 Active Users).

6.3 PRESTOplay Active Users. PRESTOPlay Active Users are counted for each SDK separately. Customer is obliged to implement a unique Active User ID for each Active User for reporting and billing purposes. Otherwise, castLabs is entitled to invoice Customer based on an overall average ratio of 15 Views per Active User per month (for example: 15000 Views/15 = 1000 Active Users).

6.4 PRESTOplay Views. A PRESTOplay View is counted each time the player software performs an initial playback of a loaded content asset. Pausing, seeking, and restarting are not counted as extra Views, as long as the content is not reloaded.

6.5 Payment for excessive usage. castLabs shall additionally charge Customer quarterly for all usages that exceed the Customer's prepaid subscription plan(s) on the fifth calendar day of the first month in the following quarter. castLabs will charge excessive usage at the unit rate of the currently selected tier of the prepayment, unless Customer upgrades their prepayment before the next billing cycle.

6.6 Payment Terms. Customer may not make any offset against or deduction from any fees payable under the Agreement for any reason. Customer shall bring any claims or causes of action it may have in a separate action and waives any right it may have to offset, setoff or withhold payments under the Agreement. All payments shall be made by wire transfer in immediately available funds to an account designated by castLabs in the Order Form in the currency specified in the Order Form. Any payment that is not received by castLabs within 15 (fifteen) days after the date of the applicable invoice shall be immediately due with interest, which shall accrue from such date of delinquency at a rate of one and one half percent (1.5%) per month or, if less, the maximum rate permitted by law.

6.7 No Deductions for Taxes or Other Fees. All fees and charges payable by Customer are exclusive of applicable taxes and duties, including VAT and applicable sales tax. If Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, Customer is responsible for providing castLabs with legally sufficient tax exemption certificates for each taxing jurisdiction. castLabs shall apply the tax exemption certificates to charges under Customer's account occurring after the date castLabs receive the tax exemption certificates. If any deduction or withholding is required by law, Customer shall notify castLabs and shall pay castLabs any additional amounts necessary to ensure that the net amount that castLabs receives, after any deduction and withholding, equals the amount castLabs would have received if no deduction or withholding had been required. Additionally, Customer shall provide castLabs with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

6.8 Records. License Reports. Customer shall maintain and provide to castLabs complete, current and accurate records of the Active Users. Furthermore, Customer shall maintain the number and identity of all individuals who have access to the Services and Products.

6.9 Customer Compliance. To ensure compliance with the terms of the Agreement, castLabs or its designated representative shall have the rights to: (a) request that Customer send a written certification of compliance with the terms and conditions of the Agreement within 30 (thirty) days of castLabs' request; (b) conduct an inspection and audit upon reasonable notice of all records required to be kept under the Agreement, electronic logs of access to the Products, and the relevant operational, accounting and sales books and records of Customer, and to

obtain true and correct photocopies thereof, during regular business hours at Customer's offices and in such a manner as not to interfere unreasonably with Customer's normal business activities, and (c) report the results of any such audit to castLabs' third party licensors. In no event shall such certifications be requested or audits be conducted hereunder more frequently than once every 12 (twelve) months. If any such audit should disclose any underpayment of fees, Customer shall promptly pay castLabs such underpaid amount, together with interest thereon at a rate of one and one-half percent (1.5%) per month or partial month during which such amount was owed and unpaid, or the highest rate allowed by law, from the date such amount originally became due until finally paid. If the audit reveals that Customer has underpaid castLabs by five percent (5%) or more of the amount owed for any period audited, then Customer shall immediately reimburse castLabs for its reasonable costs and expenses associated with such audit.

7 Intellectual Property Rights

7.1 castLabs Technology.

7.1.1 Reservation of Rights. No Challenge. Subject only to the rights and licenses expressly granted to Customer under these GTC and the Agreement, castLabs and its licensors shall retain and own all right, title, and interest in and to the castLabs Technology, and all intellectual property rights therein and with respect thereto, whether perfected or inchoate, including all patents, copyrights, trade secrets, trademarks and trade names, and all registrations, applications and the like therefor or related thereto. All rights not expressly granted to Customer under these GTC and the Agreement are expressly reserved for castLabs. Customer agrees not to reproduce, use, disclose, distribute or otherwise exploit the castLabs Technology except as expressly authorized in these GTC and the Agreement.

7.1.2 Improvements, Feedback. The parties agree that in the event a party develops or creates any customization, modification, derivative work or improvement of the castLabs Technology, including based on any Feedback, hereunder or in connection herewith, castLabs shall own all right, title and interest to such customizations, modifications, derivative works or improvements, and Customer hereby irrevocably transfers and assigns, and agrees to assign, all right, title and interest therein and thereto to castLabs and agrees to do all other acts or things reasonably necessary to document, perfect and maintain castLabs' ownership hereunder, without additional consideration. The parties further agree that the ownership rights to any and all intellectual property, which may be created from the collaborative efforts of the parties hereunder or in connection herewith shall belong solely to castLabs to the extent that such intellectual property relates to the castLabs Technology, including interoperability therewith and use thereof. Parties agree that the Content Service and Customer Apps and any customizations made by castLabs by Customer's order are not considered customization, modification, derivative work or improvement of the castLabs Technology. In case that Customer provides any Feedback to castLabs or its affiliates, castLabs shall own all right, title, and interest in and to the Feedback, even if Customer has designated the Feedback as confidential. Customer hereby irrevocably transfers and assigns, and agrees to assign, to castLabs all right, title, and interest in and to the Feedback and agrees to do all other acts or things reasonably necessary to document, perfect and maintain castLabs' ownership thereof, without additional consideration.

7.1.3 Unauthorized Use. Customer shall notify castLabs promptly of any actual or suspected unauthorized use of castLabs' intellectual property, and provide castLabs with reasonable cooperation in protecting such intellectual property. Customer agrees that castLabs shall have the sole right and discretion to determine whether any action should be taken to terminate unauthorized use of the castLabs intellectual property or settle any proceeding brought by castLabs to terminate such unauthorized use. For the avoidance of doubt, Customer shall have no right or standing to bring any enforcement action concerning castLabs' intellectual property. All proceeds from any enforcement action shall belong exclusively to castLabs.

7.2 Customer.

7.2.1 Content. Customer or Customer's licensors own all right, title, and interest in and to the Content. castLabs obtains no rights under the Agreement from Customer or Customer's licensors to the Content, including any related intellectual property rights.

7.2.2 Content Service. Customer or Customer's licensors own all right, title, and interest in and to the Content Service (except to the extent it interoperates with or includes any castLabs Technology). castLabs obtains no rights under the Agreement from Customer or Customer's licensors (except to the extent it interoperates with or includes any castLabs Technology) to the Content Service, including any related intellectual property rights.

7.2.3 Customer Applications. In the case of each Customer Application based on castLabs Products integrated with video player software as provided by Customer, if any, Customer or Customer's licensors own all right, title, and interest in and to such video player software ("Customer-Provided Video Player Software"). castLabs obtains no rights under the Agreement from Customer or Customer's licensors to such Customer-Provided Video Player Software, including any related intellectual property rights.

8 Confidential Information

8.1 Confidential Information. Each party acknowledges that it will have access to confidential information and materials concerning the other party's (and its affiliates', vendors', licensors', business partners' or employees', contractors' or agents') business, plans, customers, technology, marketing, finances, pricing and products 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 castLabs' (and its vendors' and licensors') technology (including the castLabs Technology), and any complete or partial Source Code or Object Code versions of such technology, any Documentation and any Feedback, and (c) any account information, (d) any information, technology, provided by Customer to castLabs; and (e) 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). Confidential Information shall not include information that (i) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; or (iii) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

8.2 Restrictions. Each party agrees to maintain all Confidential Information received from the other, both orally and in writing, in confidence (including using reasonable efforts to maintain such confidence) 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.

8.3 Remedies. Each party agrees that due to the unique nature of the Confidential Information of the other party, there may be no adequate remedy at law for any breach of this Article 8 and, accordingly, (a) each party may be entitled to equitable relief, including an injunction, in the event of any such failure (or any threat thereof), in addition to whatever remedies it might have at law or otherwise, and (b) each party hereby irrevocably waives any requirement for the security or posting of any bond in connection with such relief. Each party, as recipient, agrees to indemnify the other party, as disclosing party, its officers, directors and agents for any loss or harm, including attorney's fees, in connection with the unauthorized use or release of any of a discloser's Confidential Information by recipient or any other breach of this Article 8 by recipient. Each party agrees to notify the other party in writing immediately upon the occurrence of any such unauthorized use or release or other breach of this Article 8 of which it becomes aware.

8.4 Return of Materials. Whenever requested by a disclosing party or upon the termination or expiration of the Agreement, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate. In no event shall the return or the destroying of confidential information impair either party's ability to perform under the Agreement.

9 Representations, Warranties & Indemnities

9.1 Mutual. Each party hereby represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into the Agreement and to perform the acts required of it under the Agreement, (b) the Agreement constitutes the legal, valid and binding obligation of such party when executed and delivered and (c) any and all activities it undertakes in connection with the Agreement shall be performed in compliance with all applicable laws, rules and regulations.

9.2 By castLabs. castLabs hereby represents and warrants that (a) Customer's use of Services and Products as authorized herein will not infringe or misappropriate any patent, copyright or trade secret rights or any intellectual property right of any third party, and (b) to its knowledge, Customer's use of Services and Products as authorized herein will not infringe any patent issued as of the date of signature of the Order Form.

9.3 By Customer. Customer hereby represents and warrants that (a) Customer and Customer's licensors own or have licensed all right, title, and interest in and to the Content, the Content Service and any Customer-Provided Video Player Software, and have effectively and legally obtained all necessary third party licenses and authorizations with respect thereto, (b) Customer has all rights in the Content, the Content Service and any Customer-Provided Video Player Software necessary to grant the rights contemplated by the Agreement, (c) Customer is and will operate the Content Service in compliance with all applicable laws, rules and regulations, including properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Content violates such person's rights, (d) castLabs' or any End Users' use of, access to or interoperation with Content, the Content Service and any other Customer technology will not infringe or misappropriate any copyright or trade secret rights of any third party, and (e) to its knowledge, castLabs' or End Users' access to, use of or interoperation with the Content, Content Service or any other Customer technology will not infringe any patent.

9.4 Indemnification.

9.4.1 Indemnification by castLabs. Except for remedies that are expressly limited or exclusive as may be specified elsewhere in the Agreement, and in addition to the remedies provided in Section 9.4.2 below, castLabs shall defend, indemnify and hold Customer, its affiliates, directors and employees harmless from and pay any final judgment or settlement and associated costs (including all court costs and reasonable attorneys' fees) in connection with any action, claim or demand by a third party alleging that the use of Services and/or Products infringes any of third party's Intellectual Property Rights ("Legal Action").
(A.) However, castLabs shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Services and Products with software or products not supplied, or approved in writing by castLabs; (ii) any repair, adjustment, modification or alteration to the Services and Products by Customer or any third party, unless approved in writing by castLabs; or (iii) any refusal by Customer to install and use a non-infringing version of the Services and Products offered by castLabs.
(B.) Customer shall give castLabs written notice no later than 30 (thirty) days after receiving notice of a Legal Action, and shall give copies to castLabs of all communications, notices and/or other actions relating to the Legal Action. Customer shall give castLabs the sole control of the defense of any Legal Action, shall act in accordance with reasonable instructions by castLabs and shall give castLabs such assistance as castLabs reasonably requests to defend or settle such claim. castLabs shall conduct its defense at all times in a manner that is not adverse to Customer's interests. Customer may employ its own counsel to assist it with respect to any such claim. Customer shall bear all costs of employing its own counsel, unless engagement of counsel is necessary because of a conflict of interest with castLabs or its counsel, or because castLabs fails to assume control of the defense. Customer may

not settle or compromise any Legal Action without castLabs's express written consent. castLabs shall be relieved of its indemnification obligation under Section 9.4.1 if Customer fails to comply with this Section 9.4.1 B.

9.4.2 Indemnification by Customer. Customer shall indemnify and hold harmless castLabs, its affiliates, directors, and employees from and pay any final judgment or settlement and associated costs (including all court costs and reasonable attorneys' fees) in connection with any action, claim or demand by a third party alleging that the Content including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the Content ("Legal Claim").
castLabs shall give Customer written notice no later than 30 days after receiving notice of a Legal Claim, and shall give copies to Customer of all communications, notices and/or other actions relating to the Legal Claim. castLabs shall give Customer the sole control of the defense of any Legal claim, shall act in accordance with reasonable instructions by Customer and shall give Customer such assistance as castLabs reasonably requests to defend or settle such claim. Customer shall conduct its defense at all times in a manner that is not adverse to castLabs' interests. castLabs' may employ its own counsel to assist it with respect to any such claim. castLabs shall bear all costs of employing its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Customer or its counsel, or because Customer fails to assume control of the defense. castLabs may not settle or compromise any Legal Claim without castLabs' express written consent. Customer shall be relieved of their indemnification obligation under Section 9.4.2, if castLabs fails to comply with Section 9.4.2 A.

9.5 Infringement Options & Restrictions. Customer's sole and exclusive remedy for any actual or alleged breach of the warranties in Section 9.2 above (By castLabs) above shall be for castLabs, at its option and expense, to: (a) modify or replace all or part of the Services and/or Products licensed or provided hereunder so that in castLabs' good faith opinion it no longer infringes or misappropriates the third party intellectual property rights; (b) obtain the rights necessary for Customer's continued use of Services and Products; (c) remove the infringing or misappropriated part of Services and Products and reduce the applicable license fee proportionately, as appropriate, on a going-forward basis; or (d) if none of (a), (b) or (c) is commercially practicable in castLabs' judgment, terminate the Agreement and refund to Customer any already-paid license fees prorated based on the remaining license term, if any. Further, castLabs shall not have liability or obligation to the extent that the alleged infringement or misappropriation arises as a result of: (i) the unauthorized modification of the Services and Products by Customer or any third party; (ii) use of Services and Products for other than the specific purpose for which they were designed and provided hereunder, (iii) use of Services and Products on or with any systems other than the specified software and hardware platforms, (iv) the use of a release version other than a current release of Services and Products or failure of Customer to use replacement technology or comply with operational, technical or other guidelines provided by castLabs in a timely manner; (v) modifications, additions or changes made to Services and Products by or at the request of Customer; (vi) combination of Services and Products with products, programs or data not furnished by castLabs in a manner not contemplated or intended by castLabs or applicable Specifications; or (vii) castLabs' compliance with any technical or commercial standards adopted by international organizations or consortia, including the International Standards Organization, the International Electrotechnical Commission, the International Telecommunication Union, the Internet Engineering Task Force (IETF), the World Wide Web Consortium (W3C), the Apple Fairplay Streaming standard, the Microsoft PlayReady standard, the OMA DRM standard, the Google WideVine standard, the China DRM standard, the Huawei WisePlay Standard, the Amazon Web Services standard, and any other industry standards, some of which are proprietary to third parties.

10 Liability and Limitations

10.1 castLabs is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows: (a) In cases of intent, castLabs' liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality. (b) In other cases, castLabs is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this Section 10.1 (b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment.

10.2 Liability in cases under Section 10.1 (b) is limited to a total paid or payable by Customer in the 12 (twelve) months preceding the claim. Contributory fault (e.g. breach of Section 5 duties) may be claimed. The limits of liability in Section 10.1 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).

10.3 All claims against castLabs in contract, tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in the German Civil Code, Section 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in this subsection 10.4 do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act.

11 Term, Termination & Suspension

11.1 Term. The Agreement shall commence upon Customer's and castLabs' signature of the Order Form (or on a different mutually agreed effective date) for an initial term of 2 (two) years.

11.2 Renewal. This Agreement will automatically renew at the end of each term for a further term of 1 (one) year until terminated according to the terms of Section 11.5 below.

11.3 Emergency Suspension.

11.3.1 Generally. castLabs may suspend use of Services or Product if continued use may result in

material harm to the Service, Product or its users, for example in case of a breach, or a technology change, malfunction, or service suspension unilaterally introduced by a third party. In such a case, castLabs will promptly notify Customer of the suspension. castLabs will limit the suspension in time and scope as reasonably possible under the circumstances. castLabs may suspend the Service, if Customer is delinquent on Customer's payment obligations for more than 45 (forty-five) days or Customer have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

11.3.2 Effect of Suspension. If castLabs suspends Customer's right to access or use any portion or all of Services and Products: (a) Customer remains responsible for all fees and charges Customer has incurred through the date of suspension, (b) Customer remains responsible for any applicable fees and charges for any Services and Products to which Customer continues to have access, (c) Customer shall not be entitled to any service credits under castLabs SLA for any period of suspension, and (d) castLabs' right to suspend Customer's or any End User's right to access or use the Services and/or the Products is in addition to its right to terminate the Agreement pursuant to Section 11.4 below.

11.3.3 Lifting Of Suspension. Suspension shall be immediately lifted if the reasons for suspension specified in castLabs' notice of suspension have been fully or substantially cured.

11.4 Defensive Suspension. In the event Customer brings an action against castLabs and/or any of its licensors alleging that some portion of any Services or Products licensed infringes a Customer patent, copyright, trade secret or other intellectual property right of Customer, castLabs may suspend any or all of the licenses granted to Customer under the Agreement.

11.5 Termination of the Agreement.

11.5.1 By Customer. Customer may terminate the Agreement with a 60 (sixty) days written notice to castLabs prior to the end of the current term or prior to the end of the current prepaid period, whatever comes last. The termination of the Agreement takes effect at the end of the current term as defined in 11.1 and 11.2 above and no fees prepaid by Customer will be refunded.

11.5.2 By Either Party. If there is any material breach of the Agreement by a party, the other party may (reserving cumulatively all other remedies and rights under the Agreement and in law and in equity) terminate the Agreement by giving 30 (thirty) day written notice specifying the nature of the breach; provided, however, that such termination shall not be effective if the breach specified in such notice has been cured (if curable within such 30 (thirty) day period) prior to the expiration of such 30 (thirty) days.

11.5.3 By castLabs. castLabs may also terminate the Agreement immediately upon notice to Customer (reserving cumulatively all other remedies and rights under the Agreement and in law and in equity) (a) for cause, if any act or omission by Customer or any End User results in a suspension described in Section 11.2, (b) if its relationship with a third party partner, including pursuant to Section 2.4 above, who provides software or other technology castLabs use to provide Services and Products expires, terminates or requires castLabs to change the way castLabs provide the software or other technology as part of Services and Products. (c) if castLabs believe providing Services and Products could create a substantial economic or technical burden or material security risk for castLabs, (d) in order to comply with the law or requests of governmental entities, or (e) if castLabs determine use of Services and Products by Customer or any End Users or its provision of any of Services and Products to Customer or any End Users has become impractical or unfeasible for any legal or regulatory reason.

11.6 Effect of Termination or Expiration. Upon any termination or expiration of the Agreement, (a) all rights and licenses granted by either party to the other herein shall terminate and be of no further force or effect; (b) Customer's access to castLabs download portal and software keys to Services and Products will be terminated; (c) Customer shall immediately pay castLabs all fees and any other amounts due to castLabs hereunder within 30 (thirty) days. In case of termination by castLabs according to 11.4.3 (b), 11.4.3 (c), 11.4.3 (d) or 11.4.3 (e), pre-paid fees will be pro-rated and castLabs shall pay back the overpaid amount to Customer within 30 (thirty) days. Termination of the Agreement due to Customer's default in making payment of amounts owed or any other material breach of the Agreement by Customer shall result in acceleration of Customer's obligation to pay all monetary sums that would otherwise be due to castLabs under the Agreement for the remainder of the Term and each License Term if the Agreement had not been terminated.

12 General

12.1 Hierarchy of Documents. Unless otherwise specifically agreed to by the Parties, in the event of any conflict between the terms of these GTC and other documents forming the Agreement, the order of precedence is as follows: (i) The Order Form and any terms incorporated in the Order Form; (ii) castLabs SLA, if applicable; (iii) Special Rules for Resale of castLabs Cloud Services and Software Products, if applicable, (iv) these GTC.

12.2 Assignment, Successors. Customer may not and shall not assign, transfer, convey or subcontract the Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to any other party without castLabs' prior consent and any attempt to do so shall be void ab initio. castLabs shall have the right to assign, transfer and convey the Agreement, or any rights or obligations hereunder, to any other party without Customer's prior written consent, including in connection with an acquisition, merger, change of control, sale of all or substantially all of its assets, secured financing, securitization or similar transaction. The Agreement shall be binding upon, and enforceable by, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.3 Governing Law, Forum. These GTC and all disputes, claims, actions, suits or other proceedings arising or related to the Agreement shall be governed by, and construed in accordance with, the substantive law of State of Californa applicable to contracts wholly made and to be performed within the State of California without regard to conflict of laws principles thereof. Each party irrevocably submits to the sole and exclusive jurisdiction of the courts of Berlin. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

12.4 Attorney Fees. In the event any proceeding or lawsuit is brought by castLabs or Customer in connection with the Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

12.5 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of these GTC and the Agreement, breach of the provisions of these GTC and the Agreement by Customer will cause castLabs and its licensors irreparable damage for which recovery of money damages would be inadequate, and that castLabs shall therefore be entitled to obtain timely injunctive relief to protect the rights of castLabs and its licensors under the Agreement in addition to any and all remedies available at law.

12.6 Independent Contractors; No Agency. Each party is an independent contractor and each party's personnel are not employees, agents or partners of the other party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other party in any manner whatsoever. Nothing in the Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or business entity of any kind, or constitute or authorize one party as an agent of the other party.

12.7 Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of these GTC or the Agreement are intended or shall be construed to confer upon or give to any person or entity other than castLabs (and its affiliates, vendors and licensors) and Customer any rights, remedies or other benefits under or by reason of the Agreement.

12.8 Notices. All notices shall be in writing and given when delivered to the mailing or electronic address set forth in an Order Form with copy to the legal department. Notices by castLabs will be given in an electronic form, unless Customer specifically requires a notice given via mail.

12.9 English Language. These GTC and the Agreement is in the English language only, which language shall be controlling in all respects, and all versions of the Agreement in any other language shall be for accommodation only and shall not be binding on the parties to the Agreement. All communications and notices made or given pursuant to the Agreement, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

12.10 Interpretation. The headings and captions contained in these GTC are for convenience only, and shall not be considered to be a part hereof for purposes of interpreting or applying the GTC, and shall in no way define, limit, construe, or describe the scope or extent of any section or in any way affect the GTC.

12.11 Import and Export Controls. Each party shall comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with laws related to the manner in which Customer chooses to use the Services and/or the Products, including Customer's transfer and processing of the Content, the provision of the Content to End Users, the Content Service, in the state or country in which any of the foregoing occur.

12.12 Force Majeure. Neither castLabs nor its affiliates, vendors and licensors will not be liable for any default, delay, breach of or failure to perform any obligation under these GTC or the Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.13 Amendment. Waiver. Severability. No amendment, modification, waiver or discharge of any provision of these GTC or the Agreement shall be valid unless made in writing and signed by an authorized representative of the party against enforcement is sought. No failure or delay by either party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both parties. If any provision of the Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and remain in full force and effect

12.14 Entire Agreement. Counterparts. English Language. Battle of Forms. The Agreement constitutes the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. The Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. If castLabs provides a translation of the English language version of the Agreement, the English language version of the Agreement shall control if there is any conflict. castLabs shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of the Agreement (whether or not it would materially alter the Agreement) and which is submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document.