

## General Terms of Service

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Using the Service Order signed by the Client and accepted by the Company (the “**Order**”), the Client may order Service (as defined in these General Terms and in the Order) available from Stream Circle, a.s., whose Registered Office is situated at Kodaňská 1441/46, Vršovice, 101 00 Prague 10, the Czech Republic, ID No. (IČ): 047 70 153, registered in the Commercial Register of the Municipal Court in Prague, Part B, insert 21324 (the “**Company**”). Details regarding the Service for the particular Client are provided in the Order. This General Commercial Terms of Service (the “**General Terms**”) and applicable Order forms the complete agreement of the parties regarding provision of Service (the “**Agreement**”).

### Service

The Service is a cloud-based offering of live IP streaming based on media, schedule and graphics (the **Playout**) made available to the Client by the Company via a network.

Service consists of the system set up by the Client in a web based interface using agreed credentials. The format of media, graphics and source of schedules are described in the technical specification, forming Attachment No. 1 to this General Terms. The Company runs the Service as a cloud based facility; no software or hardware is needed on the client’s premises.

When the Company accepts the Order, it provides the Client with the entitlements specified therein. The Service is designed to be available 24/7, subject to maintenance. The Client will be notified of scheduled maintenance. Service level commitments, if applicable, are specified in the Order.

### Use of Service and Limitations

The Client may access and use a Service only to the extent of authorisations acquired by the Client from the Company. The Client is responsible for use of the Service by any party who accesses the Service with the Client’s account credentials. Service may not be used for unlawful or fraudulent content or activity, in any jurisdiction for any user, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and may be terminated if not resolved promptly.

A live output stream is delivered to the IP address specified by the Client while the Company is responsible for the output stream on its network. The Company is not responsible for the quality or content of the stream after the stream leaves the Company’s platform.

The right to use the Service is given to the Client only. The Client shall not resell the Service nor provide third parties with access to the Service without the prior written consent of the Company.

The Service is designed to protect the proprietary content that the Client inputs into the Service (the “**Client’s content**”) and to provide for access and use only as part of the Service. Except as otherwise specified in the Order, the Company shall only provide access and use of the Client’s content to its employees and

contractors as needed to deliver the Service. The Company shall not disclose the Client’s content and shall destroy it upon the expiration or cancellation of the Service, or earlier upon the Client’s request. The Company may charge for certain activities performed at the Client’s request.

The Company uses its own, as well as third party cloud services and data warehouses for provision of the Service. The Company carefully chooses the provider of the cloud services, however, the responsibility of the Company for accessibility, security, backup and restoration of the Client’s content is limited to the extent provided by such third party. The Client’s data could be located in the Czech Republic, in the EU and outside of the EU. The Client is solely responsible for compliance with any legal regulation regarding the Client’s content, data protection, rights of any third person regarding the Client’s content, as well as the localisation of the Client’s content. Any requirements regarding the localisation of the Client’s content or Service shall be described in the applicable Order.

### Term of the Service

The term, including any renewal term for the Service, is described in the Order. The Company may suspend, revoke or limit the Client’s use of the Service if it determines there is a material breach of the Client’s obligations, a security breach, or violation of law. Charges will continue to accrue for the Service during any suspension. If the cause of the suspension can reasonably be remedied, the Company will provide notice of the actions the Client must take to reinstate the Service. If the Client fails to take such actions within a reasonable time, the Company may terminate the Service.

### Changes to Service Description

Any changes to the Service Description by the Company will be effective upon the next agreed renewal or extension or upon the effective date of change as notified to the Client in advance. The Company may modify the computing environment used to provide the Service, without degrading its functionality or security features.

### Customisation

The Company could provide customisation of the Service as detailed in the Order. The Company could provide the Service as on-site based with

the necessary hardware infrastructure located within the Client's premises based on the specific agreement as detailed in the Order.

**Termination**

Either party may terminate the Service for convenience upon giving notice as stated in the Order. Either party may terminate the Service if a material breach by the other party concerning the Service is not remedied within a reasonable time. The Client shall pay charges for Services provided till the effective date of termination. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. The Company is entitled to destroy the Client's content or limit access of the Client to it upon termination, unless agreed otherwise in the Order. The Company's best practice includes a data retention period of one month, therefore the Client could recover his/her content as it was at the moment of termination upon fulfillment of all the Client's obligations towards the Company within the above stated time period.

In the case of a customised Service or an on-site based Service, if the Client terminates without due cause or the Company terminates for breach, the Client shall meet all of the minimum commitments and pay the termination or adjustment charges specified in the Order.

**Warranty**

The Company warrants that it provides the Service using commercially reasonable care and skill in accordance with the Order. The warranty for the Service ends when the Service ends.

The Company shall provide Services according to service levels provided in the technical specification.

The Company does not warrant that it shall prevent third party disruptions or unauthorised third party access to the Client's content. The Company does not warrant and accepts no responsibility for the nature of the Client's content, its use, purpose, legality nor compliance with any third party rights.

These warranties are the exclusive warranties from the Company and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. The parties hereby exclude any liability of the Company for defects beyond the agreed warranties. The Company warranties shall not apply if there has been misuse, modification, damage not caused by the Company, failure to comply with instructions provided by the Company, or if otherwise stated in the Order.

**Charges, Taxes, Payment and Verification**

The Client agrees to pay all applicable charges specified by the Company in the Order, charges for use in excess of authorisations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from the Client's acquisitions under this Agreement, and any late payment fees. Amounts are due in regular payments as agreed in the Order to an account specified by the Company.

Remuneration for the Services, to which VAT will be added according to applicable legislation, shall be paid in accordance with the Order and based on the invoice. In the event of delay with payment, the Company shall be entitled to charge the Client interest for such delay in the sum of 0.1% of the outstanding amount for each day of delay.

Prepaid Services must be used within the applicable period. The Company does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

The Client agrees to: (i) pay any withholding tax (if applicable) directly to the appropriate government entity where required by law; (ii) furnish a tax certificate to the Company evidencing such payment; (iii) pay to the Company only the net proceeds after tax; and (iv) fully cooperate with the Company in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

The Company may change recurring charges, labour rates and minimum commitments on prior written notice, unless the Client terminates the Agreement by the time the change becomes effective. A change applies on the invoice date or the first day of the charging period on or after the effective date the Company specifies in the notice.

The Client shall (i) maintain, and provide upon request, records, system tools output, and access to the Client's premises, as may be reasonably necessary for the Company and its independent auditor to verify the Client's compliance with the Agreement, and (ii) promptly order any required entitlements, pay additional charges and other liabilities determined as a result of such verification. These compliance verification obligations remain in effect during the term of the Agreement and for two years thereafter.

**Liability and Indemnity**

The Company guarantees accessibility and connectability of the Service according to service levels provided in the technical specification.

The Client is responsible for the content of the data, saved or shared with regard to use of the Service, as well as for all its activities, for which the Service is used. The Client confirms that it is the originator, author, owner, holder or a person

authorised to exercise the copyright, industrial or other necessary rights to the Client's content and, therefore, that the use of the Service is not illegal encroachment on the rights of third parties. The Service shall not be considered as data storage or as a data processing tool and the Company shall not be held responsible for storing, processing or maintaining of any personal data within the Client's content.

The Company shall not be responsible or held liable for data and content being stored, communicated, published or shared in connection with the use of the Service. The Company does not check the Client's content. The Company shall not be responsible or held liable for misuse or lack of knowledge on the Client's side in connection with the use of the Service.

The Company's entire liability for all claims relating to the Agreement shall not exceed the amount of any actual direct damages incurred by the Client up to the amount of the charges for the Service that is the subject of the claim received by the Company from the Client, regardless of the basis of the claim. This limit applies collectively to the Company, its subsidiaries, contractors, and suppliers. The Company shall not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or loss of data, lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: (i) third party payments referred to in the paragraph below; (ii) damages for bodily injury (including death); and (iii) damages to real property and tangible personal property.

If a third party asserts a claim against the Client that the Service infringes a patent or copyright, the Company shall defend the Client against that claim and pay amounts finally awarded by a court against the Client or included in a settlement approved by the Company, provided that the Client promptly (i) notifies the Company in writing of the claim, (ii) supplies information requested by the Company, and (iii) allows the Company to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

The Company shall have no responsibility for claims based, in whole or part, on any violation of law or third party rights caused by the Client's content, materials, designs and specifications.

#### **Governing Laws and Geographic Scope**

Each party is responsible for complying with: (i) the laws and regulations applicable to its business and content, and (ii) import, export and economic sanction laws and regulations, including those that prohibit or restrict the export, re-export, or transfer of products, technology,

services or data, directly or indirectly, to or for certain countries, end uses or end users.

Both parties agree to the application of the laws of the Czech Republic to the Agreement, without regard to conflict of legal principles. If any provision of the Agreement shall prove to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

#### **Confidential Information**

The Parties shall not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement. The Company shall provide the same level and effort in protecting the confidential information of its Clients as given to its own confidential information.

#### **Acceptance of the Service**

The Client accepts the Order by appending his/her signature, as well as by ordering, enrolling, using, or making a payment for the Service. Since these General Terms may apply to many future Orders, the Company reserves the right to modify them by providing the Client with at least three months' written notice of such modification. However, changes are not retroactive; they apply, as at the effective date, only to new orders and renewals. The Client accepts changes by placing new orders after the effective date of the change, or by allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the agreement must be in writing signed by both parties. In the event of conflict, the terms specified within the Order shall prevail over the terms of these General Terms.

The Company is an independent contractor, not the Client's agent, joint venture partner, or fiduciary, and does not undertake to perform any of the Client's regulatory obligations, nor assume any responsibility for the Client's business or operations. Each party shall be responsible for determining the assignment of his/her personnel and contractors, and for their direction, control, and compensation.

The Client is responsible for obtaining all necessary permissions to use, provide, store, process and publicly distribute the Client's content. The Client shall be responsible for adequate content back-up. Some of the Client's content may be subject to governmental regulation or may require security. The Client shall not input or provide such content unless the Company has first agreed in writing to implement additional required security measures.

## Assignment

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. However, assignment of the Company's rights to receive payments and assignment of the Agreement by the Company is not restricted and Client hereby gives its express written consent to such assignment.

## References

In the absence of specific agreement, or as otherwise stated in the Order, the Company may use reference to the Client and the provided Service publicly in its presentations, business meetings, social networks and other media. The Company is entitled to publicly announce the start of cooperation with the Client as part of its PR activities.

## Notices

All notices under this Agreement must be in writing and sent to the address stated in the Order, unless either party shall designate in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed written notification. The Agreement supersedes any course of dealing, discussions or representations between the parties.

## Statute of Limitation

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party shall bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party shall allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access,

cooperation or similar action by either party is required, such action shall not be unreasonably delayed or withheld.

## General

Pursuant to Section 1801 of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), the parties agree that Section 1799 and Section 1800 of the Civil Code shall not apply to the arrangements governed by the Agreement.

The parties exclude application of Section 1740 (3) and Section 1751 (2) of the Civil Code, which provide that the Agreement is concluded even in the absence of full compatibility of the parties' expression of intent.

The Agreement shall apply to the Company and the Client (the signatories below) and their respective enterprise companies who avail themselves of the Agreement. The signatories shall coordinate the activities of Enterprise companies under this Agreement.

The Client hereby acknowledges and confirms his/her awareness, understanding, and express acceptance of the following important provisions in these General Terms: (i) limitation and disclaimer of liability for defects, (ii) the Company's right to verify the Client's data usage and other information affecting the calculation of charges (Taxes, Charges, Payment and Verification), (iii) limitation of the Client's entitlement to damages (Liability and Indemnity), (iv) binding nature of export and import regulations (Governing Laws and Geographic Scope), (v) shorter limitation periods (Status of Limitation), (vi) exclusion of applicability of provisions on adhesion contracts (General) and (vii) exclusion of rules permitting the execution of a contract in cases where the parties fail to reach full consensus (General).

## Attachment No. 1 Technical Specification

### Internet (cloud) payout

- Cloud based architecture
- Secure access
- Distribution thru CDN or IPTV, OTT operators

### Native IP output

- IP stream delivery to UDP MPEG transport stream in full HD
- Video streaming to YouTube or any RTMP capable server
- Can act as sender or receiver in NDI(tm) environment

### Graphics automation

- VFX animations
- DVE effects
- Unlimited layers
- Picture, video and shader textures
- Overlay videos
- Texts, crawls, tickers
- 3D animations

### Content management & workflow

- Media file storage and transcoding
- Watch folders, placeholders and dynamic content uploads
- Configurable workflows
- Workflow tracking and notifications

### Template based planning

- Template based scheduling and branding
- Millisecond precision planning and event triggering
- Program block repeating

### Social posts automation

- Social network casting & post scheduling (Facebook, Twitter and Google+)
- Can be used for in-show posts, EPGs and other social casts

### Dynamic branding

- Parameter based graphical events

- Parameter based schedule event templates

### Dynamic content upload

- Any source feed ingestion (live or VoD)
- Dynamic event content placeholders (for yet-unknown content to be delivered just before the transmission)

### Content ingest workflow

- Content placeholders according to the schedule
- Configurable ingest workflows
- Configurable transcoding workflows
- Watch folder based content updates (new versions)

### As run reporting & dynamic event reporting

- As-run log storage
- Dynamic event reporting through APIs (Running events for commercial and other reporting. Overlay based commercials shown by players)

### Open API

- Open architecture (integration with MAM and broadcast management systems)
- Easy integration with advertisement planning & selling tools
- REST API interface
- Google docs integration & planning
- Integrated into NDI ecosystem