

Terms and Conditions

The following Terms of Service (“Terms” or “Agreement”) constitute a legal agreement between you or the entity or company that you represent (“Customer” or “Company”) and Bitmovin, Inc. (“Bitmovin”), which governs the Customer’s use of the Bitmovin Solution (as defined in Section 1 below). Customer’s use of the Bitmovin Solution is subject to the terms and conditions set forth below and Bitmovin’s Privacy Policy, found at <https://bitmovin.com/privacy>, incorporated herein by reference. Please take time to fully understand how these Terms and Bitmovin’s Privacy Policy govern Customer’s relationship with Bitmovin and Customer’s use of the Bitmovin Solution. The Bitmovin Solution is available only to individuals who are at least 18 years old. If Customer is an individual, Customer represents and warrants that Customer is at least 18 years old.

CUSTOMER’S RIGHT TO USE THE BITMOVIN SOLUTION IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS. BY CLICKING ON THE “ACCEPT” BUTTON AND/OR BY USING THE BITMOVIN SOLUTION, YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE BITMOVIN SOLUTION ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO AGREE TO THESE TERMS ON ITS BEHALF. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE BITMOVIN SOLUTION.

1. Definitions (1)

1. **“Affiliate(s)”** means in relation to a party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party and control means the possession, directly or indirectly, or the power to direct or cause the direction of the management and policies of the party, whether through the ownership of voting securities or other interests, by contact or otherwise.
2. **“Agreement”** means: (i) these terms and conditions (**“Bitmovin Terms and Conditions”**); (ii) each mutually executed Order Form; and (iii) any other document that is expressly incorporated by reference.
3. **“Bitmovin”** means Bitmovin, Inc., Bitmovin GmbH, and their respective Affiliates and assigns.
4. **“Bitmovin Analytics Service”** means Bitmovin’s video analytics solution that enables Customer to monitor, review and analyze specific data metrics in real time. The Bitmovin Analytics Service may be further specified in an Order Form.
5. **“Bitmovin Encoding Service”** means Bitmovin’s software as a service solution that enables encoding of video assets into online video streaming formats and adaptive bitrate formats such as MPEG-DASH or HLS. The Bitmovin Encoding Service may be further specified in an Order Form.
6. **“Bitmovin Player Software”** or **“Bitmovin Player”** means: (i) certain player software development kits (**“SDKs”**), application programming interfaces

(“**APIs**”), and associated Documentation provided to Customer by Bitmovin, including but not limited to, one or more of the following: the Object Code, dynamic link libraries, statically linked libraries, executables, header files, sample programs, specific parts of the source code as disclosed by Bitmovin under the Agreement that is intended to assist Customer in integration work and development of the Customer’s products that utilize the Bitmovin Player Software. The Bitmovin Player Software may be further specified in an Order form.

7. “**Bitmovin Solution**” means the products that Customer has purchased the rights to use (as further detailed herein) pursuant to a valid Order Form. The Bitmovin Solution may include: Bitmovin’s Analytics Service, Bitmovin Encoding Service, Bitmovin Player Software, Bitmovin Support, or professional and integration service, as applicable.
8. “**Bitmovin Solution License**” means the right to use the applicable Bitmovin Solution subject to an Order Form or to a Plan. The terms of the Bitmovin Solution License for each of the Bitmovin Solutions shall be defined herein.
9. “**Bitmovin Solution License Fees**” means the fees for the applicable Bitmovin Solution License.
10. “**Bitmovin Technologies**” means Bitmovin’s software, including without limitation, the application programming interfaces that Bitmovin provides to Customer hereunder and all new versions, Upgrades, improvements and modifications to the foregoing that Bitmovin provides to Customer to enable Customer’s systems to integrate and communicate with the Bitmovin Solution.
11. “**Customer**” or “**Company**” means the person or entity identified in the Customer Information Section of the Order Form that purchases the rights to use the Bitmovin Solution from Bitmovin as specified in the Order Form(s). For clarity, Customer or Company also includes the individual or entity that purchases the rights to use the Bitmovin Solution through the Bitmovin website.
12. “**Company Data**” means the information, data, and other content in any form or medium that is requested, received, or downloaded directly from the Customer by or through the Bitmovin Analytics Services and Bitmovin Technologies.
13. “**Company Content**” means: (i) Customer’s trademarks and logos provided to Bitmovin by Customer; and (ii) any other materials, data, and similar information, including, without limitation, text, video, photographs, graphics, images, music and sound, owned or licensed by Customer that are provided by Customer to Bitmovin for inclusion in or use with the Bitmovin Solution.
14. “**Documentation**” means the manuals, instructions, documentation and other documents or materials that Bitmovin makes generally available to its customers and the specific documentation that Bitmovin provides to Company hereunder.
15. “**Effective Date**” means the effective date of the Agreement, the MST, or each Order Form, as applicable. Unless otherwise specified in the MST, the Effective Date of the MST is the Effective Date of the first Order Form made under the Agreement. Unless otherwise specified in an Order Form, the Effective Date is the date on which the Customer purchases the Bitmovin Solution.
16. “**Encoded Content**” means the video assets that are encoded and produced by Customer’s use of the Bitmovin Solution.

17. **“End User(s)”** means any person or entity that purchases the right to access and use Customer’s products that utilize the Bitmovin Solution or Customer’s personnel that Customer allows to directly make use of the Bitmovin Solution.
18. **“Harmful Code”** means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose of which is to: (i) permit unauthorized access to or to destroy, disrupt, disable distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system or network, or (b) any application or function of any of the foregoing security, integrity, confidentiality or using the Bitmovin Solution as intended by the Agreement. Harmful Code does not include any means that Bitmovin uses to disable access to the Bitmovin Solution automatically or with the passage of time (such as a license key).
19. **“Impressions”** means the initial start of a video stream for viewing for an End User. For avoidance of doubt, an End User pausing and continuing the video stream or seeking in the video stream will not be considered as an Impression. However, an End User refreshing the web page and playing a video stream will be considered an Impression.
20. **“Intellectual Property Rights”** means all patent, copyright (including in both published and unpublished works, registrations and applications therefor), trade secret and rights in know-how trademark, business domain names, designs and other property and intellectual property rights recognized in any jurisdiction worldwide, including moral rights.
21. **“Minute Calculation Methodology”** means Bitmovin’s then-current methodology for calculating encoding usage based on output format, which can be viewed at: <https://bitmovin.com/emcm/>.
22. **“Object Code”** means: (i) the nonhuman-readable, machine-executable version of the Bitmovin proprietary software code, unmodified and as originally made available to Company by Bitmovin, as part of the Bitmovin Player Software, and (ii) any enhancements, Upgrades, or modifications thereto, unmodified and as originally made available by Bitmovin under the Agreement.
23. **“Order Form”** means an ordering document, including online signups and orders, for certain Bitmovin products and services, that is entered into between Bitmovin and Customer and that may contain mutually agreed upon additional terms, each of which is governed by the terms of the Agreement. If no Order Form exists, Order Form includes the electronic transaction or order completed through the Bitmovin website by which Customer or Company purchases the rights to use the Bitmovin Solution site. For purposes of clarity, an Order Form may include an Insertion Order or a Statement of Work (“SoW”).
24. **“Open Source Component”** means any software component that is subject to any open-source copyright license agreement, including and GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or complied.

25. **“Output”** means the file size of all output files generated by the Bitmovin Encoding Service.
26. **“Output Limit”** means the allotted number of minutes purchased under an Order Form or Plan for the Bitmovin Encoding Service.
27. **“Overage Fees”** means the fees charged if Company exceeds either the Output Limit or the Impression Limit (collectively the “Usage Limit”) as specified in the applicable Order Form.
28. **“Personal Data”** means Personal Data as defined by Article 4 of Regulation (EU) 2016/679 (General Protection Regulation).
29. **“Plan”** means Bitmovin’s free, or any paid plans, as applicable and as further described on Bitmovin’s website available at: <https://bitmovin.com/pricing/>.
30. **“Resultant Data”** means any information, data and other content that is derived by or through Bitmovin’s provision of the Bitmovin Solution. Resultant Data may include: (i) all traffic data, cryptographically-hashed samples of Company Data, log files, clickstream information, logged snippets of transmitted Company Content and other server activity data collected by Bitmovin in the course of performing its obligations hereunder such as historical encoding data, demographic information, quality experience metrics, usage information, or geodata, and (ii) any and all machine learning or analytical products derived therefrom.
31. **“Service Start Date” or “Order Form Effective Date”** means the date on which the Bitmovin Solution shall first be activated for Company. The Service Start Date is specified in each applicable Order Form and must be on or after the Effective Date of the MST or the Order Form, as applicable.
32. **“Subscriber”** means an end user that (i) has been successfully authenticated as an authorized subscriber to Company’s service, or an authorized sub-licensee, (ii) is licensed to stream and/or download Company’s content to the end user’s device via Company’s products, and/or (iii) access video from the Company service through a device or web browser, at least once in a given month.
33. **“Source Code”** means: (i) the human-readable version of the Bitmovin proprietary software code, unmodified and as originally made available to Customer by Bitmovin, as part of the Bitmovin Software deliverable, which allows Customer to integrate the functionality of the Object Code within the Customer products, as part of integration, and (ii) any enhancements, Upgrades or modifications thereto made available by Bitmovin to Customer under the Agreement.
34. **“Support and Maintenance Definitions and Services”** means Bitmovin’s current standard level of support, which can be viewed at: <https://bitmovin.com/esmds/>.
35. **“Systems”** means modems, servers, software, network and communications equipment and ancillary services that are owned, controlled or procured by Customer.
36. **“Term”** means the duration of your paid subscription with Bitmovin.
37. **“Upgrades”** means either a non-scheduled service release of software or scheduled version release of the Bitmovin Solution, as applicable, provided by Bitmovin as a result of revisions or corrections to the current release or in order to

enable a new feature, an innovation, performance improvement, or a major enhancement to the previous release that Bitmovin generally makes available at no additional cost to its licensees or evaluators of such software.

38. **“Usage Fees”** means the fees for Company’s usage of the Bitmovin Solution.

2. **Grant of Rights, License Grant and Restrictions; Bitmovin Solution (2)**

1. Bitmovin Solution. Subject to all terms and conditions of this Agreement, Bitmovin will use commercially reasonable efforts to provide the Bitmovin Solution to Customer and Customer may access and use such Bitmovin Solution in accordance with this Agreement. Bitmovin may provide the Bitmovin Solution to Customer directly or indirectly using contractors or other third-party vendors or service providers.

1. Bitmovin Encoding Service. The terms of this Section 2.1.1 govern Customer’s use of the Bitmovin Encoding Service. During the Term, Bitmovin will manage, operate and maintain on its infrastructure the Bitmovin Encoding Service for remote electronic access and use by Customer. With respect to any Bitmovin Technologies that are provided to Customer by Bitmovin hereunder and subject to the terms of the Agreement, Bitmovin hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to install, use and reproduce such Bitmovin Technologies during the Term only in connection with its permitted use of the Bitmovin Encoding Service. Other than the foregoing license, the Agreement confers no license and no title of ownership in the Bitmovin Technologies or the underlying software pertaining to the Bitmovin Encoding Service and may not be construed as a license of sale of any rights in the software pertaining to the Bitmovin Encoding Service.

2. Bitmovin Player Software. The terms of this Section 2.1.2 shall govern Customer’s use of the Bitmovin Player Software if Customer purchases a Bitmovin Solution License for the Bitmovin Player Software.

1. License to the Bitmovin Player Software. Subject to the terms and conditions of the Agreement, during the Term, Bitmovin hereby grants to Customer the following non-exclusive, worldwide, non-transferable rights and licenses in and to the Bitmovin Player Software to use, copy, reproduce, perform, display and modify the Bitmovin Player Software for Customer’s internal purposes for integration work, testing, and support and maintenance of Customer’s products that utilize the Bitmovin Player Software in order to provide Customer’s products that utilize the Bitmovin Player Software to End Users.

2. End User License Terms for the Bitmovin Player Software. Customer shall, and shall require its End Users or Subscribers, to distribute the Bitmovin Player Software under an enforceable license agreement containing the following minimum terms in favor of Bitmovin (and may name Bitmovin as a “third party” or “supplier” in such agreement): (i) prohibition against modifications and derivative works; (ii) provision indicating ownership of the software by sublicensor and its suppliers; (iv) disclaimer of all

applicable statutory warranties, to the full extent permitted by law; and (v) industry standard confidentiality and limitation of liability, including a disclaimer of indirect, special, incidental, punitive and consequential damages. In no event shall Customer have any right to distribute the Bitmovin Player Software or to use the Bitmovin Player Software in Source Code format. Customer shall remain liable at all times for the acts and omissions of its customers in connection with the Bitmovin Solution.

3. Bitmovin Analytics Service. The terms of this Section 2.1.3 shall govern Customer's use of the Bitmovin Analytics Service. During the Term, Bitmovin will manage, operate and maintain on its infrastructure the Bitmovin Analytics Service for remote electronic access and use by Customer. With respect to any Bitmovin Technologies which are provided to Customer by Bitmovin hereunder, subject to the terms of the Agreement, Bitmovin hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Bitmovin Technologies during the Term only in connection with its permitted use of the Bitmovin Analytics Service. Other than the foregoing license, the Agreement confers no license and no title of ownership in the Bitmovin Technologies or the underlying software pertaining to the Bitmovin Analytics Service and may not be construed as a license of sale of any rights in the software pertaining to the Bitmovin Analytics Service.
2. Support and Maintenance. The terms of this Section 2.2 shall govern Bitmovin's provision of support and maintenance Bitmovin Solution which may be part of a Bitmovin Solution License. In exchange for the Bitmovin Solution License Fees set forth on an Order Form and subject to the terms and conditions of the Support and Maintenance Definitions and Bitmovin Solution.
3. Customer Obligations. Customer is solely responsible for: (i) maintaining the confidentiality of its user credentials, passwords and encryption keys (if any) associated with its accounts; (ii) properly configuring and the compatibly the environment(s) and infrastructure and taking its own steps to maintain appropriate security, protection and back up of Company Content of Encoded Content; (iii) supporting and maintaining the availability of its website(s), the connectivity of its website(s) to the Internet, IP address, domain names, hyperlinks, databases, applications and other resources as necessary for the Customer to operate and maintain its website(s) to meet Customer's business requirements and to utilize the Bitmovin Solution; (iv) all activities are undertaken by the Customer, Customer's employees, or a third party (including the Customer's contractors or agents); and (v) all Company Content. Bitmovin is not responsible for any alteration, compromise, corruption or loss of Company Content or Encoded Content that arises from any access to, sharing or use of the Customer's accounts, credentials, passwords or encryption key. Customer acknowledges and agrees that Customer will not, nor enable any third-party action on Customer's behalf to access or attempt to access the Docker or any other so-called containers that Bitmovin utilizes and deploys to provide any Bitmovin software on Customer's systems, if applicable. Use of the Bitmovin Solution by Customer shall not

unreasonably interfere with the use of the Bitmovin Solution by other Bitmovin customers. Customer shall comply with all applicable local, state, national and international laws and regulations, including, without limitation, any export control laws or regulations of the United States of America or any other relevant jurisdiction.

4. Restrictions. Except as the Agreement expressly permits, Customer will not, nor will it allow any third-party on its behalf to: (i) copy, modify, or otherwise create derivative works or improvements of the Bitmovin Solution; (ii) copy or store any significant portion of the Content; (iii) use any of Bitmovin's Confidential Information to create any software, Documentation or service that is similar to the Bitmovin Solution or any Documentation provided in connection therewith; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Bitmovin Solution or any part thereof to any third party, including or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service without the prior written consent of Bitmovin; (v) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Source Code of the Bitmovin Solution, in whole or in part; (vi) bypass or breach any security device or protection used by the Bitmovin Solution, jeopardize the security of Customer's Bitmovin account or anyone else's (such as allowing someone else to log into the Service as Customer), attempt, in any manner, to obtain the password, account, or other security information from any other user; (vii) input, upload, transmit or otherwise provide to or through the Bitmovin Solution, any information or materials that are unlawful or injurious, fraudulent, deceptive, threatening, harassing, defamatory, obscene, pornographic, contains or depicts nudity, or otherwise objectionable, as determined by Bitmovin in its sole discretion, or contain, transmit, or activate any Harmful Code; (viii) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Bitmovin Solution or Bitmovin's provision of products and Bitmovin Solution to any third-party, in whole or in part; (ix) remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Bitmovin Solution, including any copy thereof; (x) access or use of the Bitmovin Solution in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of any third-party or entity (including Bitmovin) that violates any applicable law, rule, or regulation (and Customer represents and warrants that the foregoing is true); (xi) access or use the Bitmovin Solution, the development, provision or use of a competing software service or product or any other purpose that is to Bitmovin's detriment or commercial disadvantage; (xii) otherwise access or use of a competing software service or product or any other purpose that is to Bitmovin's detriment or commercial disadvantage; (xiii) otherwise access or use the Bitmovin Solution beyond the scope of rights granted under the Agreement, or (xiv) permit any third party to do any of the foregoing. In addition, Customer shall not, and shall not encourage any third-party to utilize a network or packet analyzer, a network or packet monitor, a protocol analyzer, a deep packet inspector or similar device or mechanism to either attempt to or to

monitor, review, inspect or otherwise gain access to the data that is exchanged between components of the Bitmovin Solution. In addition, the Customer will not, and will not allow any third-party to: (i) take any action that imposes or may impose (as determined by Bitmovin in its reasonable discretion) an unreasonable or disproportionately large load on Bitmovin's (or its third-party providers') infrastructure (such as running Maillist, Listserve, any form of auto-responder or "spam" on the Bitmovin Solution, or any processes that run or are activated while Customer is not logged into the Bitmovin Solution, or that otherwise interferes with the proper working of the Bitmovin Solution); (ii) "crawl", "scrape" or "spider" any page, data or portion of or relating to the Service (through use of manual or automated means); (iii) interfere or attempt to interfere with the proper working of the Bitmovin Solution (or other accounts, computer systems or network connected to the Bitmovin Solution); or (iv) otherwise violate the security of any computer network, or crack any passwords or security encryption codes. Each party agrees that it will, at all times, comply with all applicable laws, statutes, treaties and regulations to which it is respectively subject. (2.8) Access to the Bitmovin Solution by "bots" of other automated methods is not permitted.

5. Changes to Bitmovin Solution. Bitmovin reserves the right, in its sole discretion, to make any changes in whole or in part to the Bitmovin Solution at any time that it deems necessary or useful to: (i) maintain or enhance: (a) the quality or delivery of the Bitmovin Solution to its customers, (b) the competitive strength of or market for the Bitmovin Service, or (c) the Bitmovin Service's cost efficiency or performance; or (ii) comply with the applicable laws, rules and regulations. (2.9)
 6. Changes to Terms. Bitmovin reserves the right to change the terms and conditions of this Agreement at any time. Notice of changes to the terms and conditions may be given by posting notice on the Bitmovin website, by sending Customer an email, and/or by some other means. Continued use of the Bitmovin Solution at any time following the change to terms constitutes Customer's agreement with an acceptance of the updated terms. Changes are limited to those described herein and no other amendments or modifications of this Agreement will be effective unless in writing and mutually agreed to by both Bitmovin and Customer.
 7. Upgrades. Unless otherwise agreed upon in an Order Form, Bitmovin shall have no obligation to provide Upgrades, except that Bitmovin will provide Customer with any Update that it makes generally available without charge to its similar customers.
 8. Open Source Components. The Bitmovin Solution may include Open Source Components and any use of the Open Source Components by Company shall be governed by and subject to the terms and conditions governing such Open Source Components. On written request to Bitmovin, Bitmovin shall provide Company with a complete, machine-readable copy of the source code for such Open Source Components in accordance with the terms of such licenses at no cost to Company.
3. **Proprietary Materials and Data Usage; Rights and Restrictions**
1. Company Data. As between the parties, Customer shall own all Company Data. Bitmovin shall not disclose to third parties or use any Company Data except as reasonably necessary to provide the Bitmovin Solution or to comply with any legal, regulatory or similar requirements or investigations. Notwithstanding the

foregoing, during and after the terms of this Agreement, Bitmovin may use aggregated and anonymized Company Data, as combined with other Bitmovin customers' data to improve and/or market the Bitmovin Solution or develop, market and sell new products and services; provided that Customer is never identified as the source of such Company Data. Customer hereby grants Bitmovin a nonexclusive and royalty-free right and license to use the Company Data solely for the purposes described above. Should Bitmovin provide Company with any and professional services and related deliverables therein (collectively, and for the purpose of this clause, the "Deliverables"), the following shall apply: Company acknowledges that Bitmovin's ability to provide the respective Deliverables is predicated on Bitmovin's timely receipt of information, instructions, software code, and other inputs from Company. Company shall have exclusive title to and use of all copyrights or trade secrets associated with any and all Deliverables, as defined in the respective Order Form or statement of work, created by Bitmovin or its employees or contractors during the course of creating the Deliverables for Company. Company shall have the sole right to obtain and to hold in its own name copyright, trademark, trade secret, and any other such registrations or protection as may be appropriate to any Deliverable, and any extensions and renewals thereof. All such Work Product made in the course of producing the Deliverables rendered hereunder shall, to the extent possible, be deemed "works made for hire" within the meaning of the Copyright Act of 1976, as amended. Accordingly, Company shall have the unlimited right, in its sole discretion, to adapt, reproduce, add to, delete from, edit, modify, duplicate, distribute, license, perform, display and otherwise use and exploit the Deliverables, including create derivative works, in any manner or media whether now known or hereafter created. Notwithstanding the foregoing, nothing in any Order Form, statement of work, or this Agreement shall be construed as preventing Bitmovin from developing, producing, or selling other technologies, programmed software, procedures, work-flow methods, reports, manuals, visual aids, Documentation, techniques, inventions, processes concepts, ideas, and the like, which are similar to the Work Product for other Bitmovin customers or for its own internal processes (collectively, the "Bitmovin Materials"); provided that any copyrightable materials from the Work Product or Company Confidential Information are not incorporated in or disclosed by the Bitmovin Materials, respectively.

2. Company Content License. Subject to the terms of this Agreement, Customer grants to Bitmovin a limited, nonexclusive, worldwide, royalty-free, fully paid-up license to use, reproduce and distribute the Company Content as reasonable required for Bitmovin (including its employees, agents and contractors) to perform its obligations or exercise its rights under this Agreement. In case of Customer's technical problems (server crashes, hosting crash), Bitmovin shall not be liable for the loss of Company Content, Encoded Content, Company Data, or Customer's files or any other customer's files.
3. Bitmovin Data and Intellectual Property. As between Customer and Bitmovin, Bitmovin owns and reserves all of its and its licensors' rights, titles and interests in and to: (i) the Bitmovin Solution; (ii) the Bitmovin Technologies; (iii) the

Documentation; (iv) Bitmovin's Confidential Information, including Resultant Data; (v) any and all software developed or used by Bitmovin to provide the Bitmovin Solution; (vi) any and all enhancements, improvements, developments, derivative works, or other modifications made to the foregoing subject to Section 3.1; and (vii) all Intellectual Property Rights in the foregoing (collectively the "Bitmovin Intellectual Property"). No right, title, or interest to any of the Bitmovin Intellectual Property is transferred or licensed to Customer. All rights not expressly granted in this Agreement are reserved by Bitmovin and its licensors. Company hereby grants to Bitmovin a nonexclusive, worldwide, royalty-free, fully paid-up license to use any Intellectual Property Rights contained in any permitted modifications to the Bitmovin Solution which it develops during the Term for the purpose of providing the Bitmovin Solution.

4. Feedback. If Customer provides suggestions, feedback or other input into Bitmovin concerning the functionality and performance of the Bitmovin Solution, including identifying potential errors and improvements ("Feedback"), then Customer hereby grants Bitmovin and its affiliates a limited, worldwide, non-exclusive, royalty-free, fully paid-up right and license to all Feedback and Intellectual Property Rights therein to use, perform, display, reproduce, create derivative works, and otherwise exploit such Feedback for any purpose. The foregoing license shall be fully transferable and sublicensable. Nothing in the Agreement shall be construed as to require Customer to provide Feedback to Bitmovin.
5. No Personal Data. Customer will not and will not assist or permit any third-party to provide or transfer information, Personal Data, or sensitive personal information under any applicable laws, rules or regulations. Customer will not and will not assist or permit any third-party to use the Bitmovin Solution to: (i) violate the privacy or data rights of any person; or (ii) alter, suppress, or otherwise interfere with any End User privacy or data preferences, including all opt-out signals.

4. **Fees and Payment Terms**

1. Fees. Customer agrees to pay Bitmovin the fees in the amounts and at the times specified in the selected Plan or the applicable Order Form. Company will pay Bitmovin the fees for the applicable Bitmovin Solution License Fees, the Bitmovin Solution Usage Fees, Overage Fees, and any other fees payable as set forth in each applicable Order Form (collectively the "Fees"). Commencing on the Effective Date of each applicable Order Form, Bitmovin will invoice Company for the applicable Bitmovin Solution License Fees and Bitmovin Solution Usage Fees for the entirety of such Term in advance. If Company exceeds the Usage Limit within the Usage Cycle as specified in the applicable Order Form, each additional Billable Minute, Impression, or other limitation, as applicable, over the Usage Limit will be charged at the Overage Fee amount listed in the applicable Order Form. Bitmovin will calculate the number of Billable Minutes that Company has utilized in a given month in accordance with the method set forth in the Minute Calculation Methodology. Bitmovin will invoice Company for the accrued Overage Fees at the end of each month during the Term, as applicable. Monthly and annual Usage Limits are calculated on calendar

months and years, respectively, and are based on the Service Start Date contained in an Order Form or date of account activation, as applicable.

2. Credit Card Information. Unless Customer purchases a Bitmovin account through an Order Form, Customer must provide Bitmovin with accurate and complete billing information including legal name, address, telephone number, and a valid credit card. By submitting such credit card information, Customer gives Bitmovin permission to charge all fees incurred through its account or set forth on the applicable Order Form to the designated credit card. Bitmovin reserves the right to terminate this Agreement in accordance with Section 5.2 hereto if Customer does not provide a valid credit card for the payment fees hereunder.
 3. Payment Terms. Payment Terms are specified in an Order Form. Notwithstanding the foregoing, any delay in Bitmovin's transmitting an invoice which is attributable to Company's purchase order requirements or other financial controls, shall not excuse Company's obligation to make timely payments per the payment schedule contemplated by the Billing Cycle in any Order Form, as measured from the Order Form Effective Date. If Payment Terms are not specified in the Order Form, the Bitmovin Solution Fees and Usage Fees are billed in advance on an annual basis or are due upon receipt. Bitmovin will not provide refunds or credits in the case of cancellations, downgrades, or when there are unused portions of the Fees on an open account. For credit card orders, the Fees will be charged to the Customer's credit card at the time of the order. All recurring Fees will be charged to the Customer's credit card on a monthly or annual billing cycle, as applicable. If the card cannot be charged, after seven (7) failed attempts to charge the card, Bitmovin will terminate Company's access to the Bitmovin Solution.
 4. Taxes. The Fees are exclusive of all taxes, levies or duties imposed by taxing authorities. As between Customer and Bitmovin, Customer accepts sole responsibility for the payment of any taxes, charges or assessments imposed on Customer, the Bitmovin Service, or the fees to be paid by Bitmovin by any foreign or domestic national, state, or local government bodies, or subdivisions thereof, and any penalties or interest (other than income taxes imposed on Bitmovin's revenue). Notwithstanding the foregoing, Bitmovin will invoice, collect, and remit on Company's behalf sales and use taxes for the US States: New York, Texas, Utah, and Washington, or other jurisdiction as the parties may agree, based on the billing address reported to Bitmovin by Company.
 5. No Deductions or Setoffs. All payment obligations under the Agreement are non-cancellable, and other than as provided in the Agreement, all amounts paid are non-refundable and shall be paid by Customer to Bitmovin in full without any setoff, deduction, or withholding for any reason.
 6. Increases. The Fees are valid for the Initial Term. Bitmovin reserves the right to modify the Fees in its reasonable discretion at any time. If Customer's use of the Bitmovin Solution during the Term varies significantly from previously provided assets, configurations, or number of exports, Bitmovin shall have the right to increase those Fees to match such variance for the remainder of the Term.
5. **Term and Termination**
1. Term. The Agreement begins when the Effective Date or, if no Order Form is used, once the transaction is completed on the Bitmovin website. This Agreement

shall continue in effect for the term specified in the Order Form or if no such term is specified, then for the length of Customer's billing cycle. At the end of such Initial Term, the Agreement will be extended automatically for additional terms equivalent to Customer's billing cycle (i.e., 1-month terms or 1-year terms, as applicable), unless Customer's Order Form or Plan or this Agreement is terminated earlier as permitted in this Section 5.1 or in Section 5.2. If Customer has executed an Order Form, then either party may elect not to have this Agreement extend automatically by giving written notice of such election to the other party at least one (1) month prior to the end of the then-current Term or prior to the end of the then-current Term if such Term is less than one (1) year. If Customer has ordered through the Bitmovin website, then Customer is solely responsible for properly notifying Bitmovin of its election not to have this Agreement automatically renew by following the cancellation direction available in Customer's Bitmovin account.

2. Termination. Bitmovin may terminate the Agreement or an Order Form with immediate effect, in whole or in part, by giving the other party prior written notice, if the Customer: (i) commits a material breach of any of its obligations under the Agreement or an Order Form (as applicable), which breach is not cured within ten (10) days, following receipt of written notice, or that cannot be cured within (10) days; (ii) become insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy insolvency laws; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
3. Suspension of Bitmovin Solution. Bitmovin may, directly or indirectly, suspend or otherwise deny Customer's or any third-party's access to or use of all or any part of the Bitmovin Solution or Bitmovin Technologies, without incurring any resulting obligation or liability if: (i) Bitmovin receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Bitmovin to do so; or (ii) Bitmovin believes, in its good faith and reasonable discretion that: (a) Customer has failed to comply with any material terms of the Agreement or accessed or used the Bitmovin Solution beyond the scope of the rights granted or for a purpose not authorized under the Agreement, or in any manner that does not comply with any material instruction or requirement of the Documentation; (b) Customer has been, or is likely to be, involved in any fraudulent, misleading or unlawful activities; or (c) in order to maintain the integrity of the Bitmovin Solution or Bitmovin Technologies until a threat to such integrity has been resolved. This Section 5.3 does not limit any of Bitmovin's other rights or remedies whether at law, in equity, or under the Agreement.
4. Effect of Termination: Survival. When the Agreement or any Order Form terminates or expires: (i) Customer will no longer have the right to use the

Bitmovin Solution referenced in each terminated or expired Order Form, and any license grants to Customer in the Agreement with respect to each terminated or expired Order Form will immediately cease to exist as of the date of termination or expiration; (ii) Customer will destroy all copies of the applicable Bitmovin Solution in its possession or control; (iii) if Customer owes Bitmovin any Fees prior to such termination/expiration, Customer will be invoiced for those Fees immediately and will pay them in accordance with Section 4; (iv) all remedies for breach of this Agreement shall survive; (v) Section 3 (Proprietary Materials and Data Usage Rights), Section 4 (Fees and Payment Terms), Section 5.4 (Effect of Termination; Survival), Section 6 (Confidential Information), Section 7 (Limited Warranties and Disclaimers), Section 8 (Limitation of Liability), Section 9 (Indemnity), and Section 11 (General).

6. Confidential Information

1. Definition of Confidential Information and Obligations. Each party (the “Receiving Party”) acknowledges that by reason of its relationship to the other party (“Disclosing Party”) under the Agreement, the Receiving Party will have access to certain information and materials, including the terms of the Agreement and each Order Form, concerning the Disclosing Party’s business, plans, technology, products and services that are confidential and of substantial value to the Disclosing Party, which value would be impaired if such information were disclosed to third parties (“Confidential Information”). The Receiving Party will use the same degree of care as the Disclosing Party uses to protect its own confidential or proprietary information of like kind, but with no less than reasonable care, to: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purpose consistent with this Agreement and have signed confidentiality agreements containing terms set forth herein. Upon request, the Receiving Party, the Disclosing Party shall advise whether or not it considers any particular information to be Confidential Information. The Receiving Party shall not publish any technical descriptions published by the Disclosing Party. In the event of expiration or termination of the Agreement, there shall be no use or disclosure by the Receiving Party of any Confidential Information of the Disclosing Party, and the Receiving Party shall not develop any software, devices, components or assemblies utilizing the Disclosing Party’s Confidential Information. If the parties have signed a non-disclosure agreement shall be automatically terminated and replaced by the confidentiality provisions of the Agreement as of the first such Effective Date.
2. Exclusions. Confidential Information does not include any information that the Receiving Party can demonstrate by written records: (i) was known to the Receiving Party prior to its disclosure under the Agreement by the Disclosing Party; (ii) is independently developed by the Receiving Party; (iii) is or becomes publicly known through no wrongful act of the Receiving Party; (iv) has been rightfully received from a third party whom the Receiving Party has reasonable grounds to believe is authorized to make such disclosure without restriction; (v)

has been approved for public release by the Disclosing Party's prior written authorization; or (vi) must be produced or disclosed pursuant to applicable law, regulation or court order, or upon request by an examiner, auditor or regulator provided that the Receiving Party provides prompt advanced notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent use disclosure. In addition, either party may disclose the existence and terms of the Agreement in connection with a potential acquisition of substantially the entire business of such party or a private or public offering of such party's securities.

3. Return. Upon the Disclosing Party's request or the termination or expiration of the Agreement and/or Order Form(s), the Receiving Party shall, at the Disclosing Party's option, promptly return to the Disclosing Party or destroy all Confidential Information, including all copies thereof, in whatever medium in its possession or control. Notwithstanding the foregoing, Bitmovin may retain and use Company Data, as combined with other Bitmovin customers' data, solely to improve and/or market the Bitmovin Solution, even after termination or expiration of the provision of the Bitmovin Solution to Customer.

7. Limited Warranties and Disclaimers

1. Customer Warranty. Customer warrants and represents that it has the right, power, and authority to enter into the Agreement and perform its obligations hereunder.
2. Limited Warranty. BITMOVIN WARRANTS THAT IT WILL PROVIDE THE BITMOVIN SOLUTION IN A MANNER SUBSTANTIALLY CONSISTENT WITH THE APPLICABLE DOCUMENTATION. NOTWITHSTANDING THE FOREGOING, THE BITMOVIN SOLUTION MAY BE TEMPORARILY UNAVAILABLE, FOR EXAMPLE, WHEN DEEMED REASONABLY NECESSARY OR PRUDENT BY BITMOVIN TO REPAIR, MAINTAIN OR UPGRADE THE BITMOVIN SOLUTION OR FOR CAUSES BEYOND BITMOVIN'S SOLE LIABILITY FOR BREACH OF THIS REPRESENTATION AND WARRANTY WILL BE BITMOVIN'S AT BITMOVIN'S EXPENSE, REPAIR OR REPLACE THE BITMOVIN SOLUTION SO THAT THE BITMOVIN SOLUTION CONFORM TO SUCH WARRANTY.
3. Additional Warranty. Company represents and warrants that the information it provides to Bitmovin regarding its prospective usage (including but not limited to video assets, configurations, bit-rate ladders, usage, etc.) in order to obtain a pricing quote and which has become the basis of the Fees contained in any such Order Form is truthful, accurate, and complete to the best of its knowledge.
4. Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, THE BITMOVIN SOLUTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, BITMOVIN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT ANY COMPANY DATA, COMPANY CONTENT, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON BITMOVIN'S SERVICES, SYSTEMS OR SERVERS MAY BE

DELETED AT ANY TIME FOR ANY REASON IN BITMOVIN'S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. BITMOVIN DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON BITMOVIN'S SERVICES, SYSTEMS OR SERVERS. CUSTOMER SHOULD BE ABSOLUTELY SURE TO KEEP SECURE COPIES OF CUSTOMER'S DATA, INCLUDING COMPANY CONTENT, IN CUSTOMER'S SYSTEMS OR IN OTHER SECURE STORAGE. CUSTOMER SHOULD NOT RELY ON BITMOVIN TO PROVIDE COPIES OF OR ACCESS CUSTOMER'S DATA OR COMPANY CONTENT.

8. **Limitation of Liability.** IN NO EVENT WILL BITMOVIN BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO CUSTOMER'S OR SUCH THIRD PARTY'S USE OF THE BITMOVIN SOLUTION, INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. BITMOVIN HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF COMPANY DATA, COMPANY CONTENT OR ENCODED CONTENT. IN ALL EVENTS, BITMOVIN'S LIABILITY TO CUSTOMER FOR CLAIMS OR DAMAGES RELATED TO THE AGREEMENT OR THE BITMOVIN SOLUTION WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO BITMOVIN UNDER THE AGREEMENT IN THE PRECEDING TWELVE MONTHS FROM THE DATE OF THE CLAIM OR EVENT THAT GAVE RISE TO THE LIABILITY. TO THE EXTENT THAT IN A PARTICULAR CIRCUMSTANCE AS PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW.

9. **Indemnity.**

1. Company Indemnification. Company shall defend Bitmovin and each of its officers, directors, employees, and agents (each, a "Bitmovin Indemnatee") from and against any claim, suit, action or proceeding brought against a Bitmovin Indemnatee by a third party alleging: that: (i) any Company Content, including any processing of Company Content by or on behalf of Bitmovin in accordance with the Agreement, or (ii) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Company, and any customer of Company or End User, including Bitmovin's compliance with any specifications or directions provided by or on behalf of Company to the extent prepared without any contribution by Bitmovin, infringes or misappropriates such third party's intellectual property rights, or arising from Company's use of the Bitmovin Solution in an unlawful manner or in violation of the Agreement, the Documentation, or an Order Form (each, a "Claim Against Bitmovin"), and will indemnify Bitmovin Indemnatee from any damages, attorney fees and costs finally awarded against Bitmovin Indemnatee as a result of, or amounts actually paid by Bitmovin Indemnatee under settlements approved in advance by Company of, a Claim Against Bitmovin.

10. **General**

1. Governing Law, Jurisdiction. The Agreement and all rights and obligations of the parties will be exclusively governed by, and construed and interpreted in accordance with, the laws of the State of California (without regard to conflict of law principles). Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal or state courts sitting in the County of San Francisco, California, and any appellate court of such solely for the purpose of any suit, action or proceeding brought to enforce its obligations under the Agreement or in any way relating to the Agreement. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to the Agreement.
2. Remedies. The parties acknowledge that any actual or threatened breach of Section 2 (Grant of Rights, License Grant, and Restrictions; Bitmovin Solution) or 6 (Confidential Information) will constitute immediate, irreparable harm to Bitmovin, for which monetary damages may be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.
3. Entire Agreement. The Agreement, together with Bitmovin's Privacy Policy, any and all Order Forms, Insertion Orders, and documents, which are incorporated into and made a part of the Agreement, contain the entire understanding of the parties relating its subject matter and supersedes any prior written or oral agreement or understandings between the parties with respect to its subject matter of the Agreement. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising any right, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, remedy, power or privilege.
4. Publicity. Customer acknowledges and agrees that Bitmovin has the right to issue a press release announcing the fact of this Agreement and describing the nature of their relationship hereunder. Provided Bitmovin complied with Customer's brand guidelines and advised from time to time: (i) Bitmovin shall have the right to list Customer as a customer in written, oral and electronic materials which include the names of Bitmovin's customers; and (ii) provide Customer as a customer reference for Bitmovin. Except as expressly permitted in this Agreement, Bitmovin shall not use any trademark, service mark, trade name or other name or logo of the Customer in any advertising or publicity and shall not issue any public statement concerning this Agreement of the Bitmovin Solution rendered hereunder without the prior written consent of Customer.
5. Third-Party Sites. The Bitmovin Solution may contain links or connections to third-party websites or services that are not owned or controlled by Bitmovin. When Customer accesses third-party websites or uses third-party services, Customer accepts that there are risks in doing so, and that Bitmovin is not responsible for such risks. Bitmovin encourages Customer to be aware when Customer leaves the Bitmovin Solution and to read the terms and conditions and privacy policy of each third-party website or service that Customer visits or utilizes.

6. Severability. If any provision of the Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws. The parties will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms. Without limiting the generality of the foregoing, Customer agrees that Section 8 (Limitation of Liability) will remain in effect notwithstanding the unenforceability of any provision in Section 7 (Limited Warranties and Disclaimers).
7. Assignment. Any attempt by Customer to assign or transfer any of its rights or obligations in the Agreement, in whole or in part by operation of law or otherwise, without Bitmovin's prior written consent will be null and void. Notwithstanding the foregoing, either party may assign the Agreement in its entirety, upon notice to the other party, but without the requirement to obtain consent in connection with a merger, acquisition, corporate reorganization, or sale of the party's equity or assets.
8. Force Majeure. Except with respect to its obligations to make payments under the Agreement, neither party shall be deemed in default under the Agreement, nor shall it hold the other party responsible for any cessation, interruption or delay in the performance of its obligations under the Agreement due to causes beyond its reasonable control, including but not limited to: earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict or any change in or the adoption of any law, ordinance, rule, regulation, order, judgement or decree.
9. Independent Contractors. Nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venture or as partners for any purpose.
10. Notice. Any legal notice, request, demand or other communication required or permitted under the Agreement should be in English, in writing, should reference the Agreement, and will be deemed to be properly given: (i) upon receipt if delivered personally or by email; (ii) five (5) business days after it is sent by registered or certified mail; or (iv) three (3) business days after deposit with an internationally recognized express courier.
11. Amendments. Alterations or modifications of the Agreement will be valid and binding against Bitmovin only if made in a writing signed by both parties and such writing make clear the terms to be changed. . For purposes of clarity, the Additional Terms and Conditions section of a valid Order Form, may vary certain provisions of this Bitmovin Master Service Terms and Conditions should such Order Form make clear the terms to be modified. No purchase order or other such instrument issued by Company shall vary the legal terms of the Agreement or any Order Form hereunder, regardless of whether such purchase order or other instrument is accepted by Bitmovin. This Agreement may incorporate by reference certain terms and schedules via links to webpages (the "Online Schedules"). Bitmovin may not materially alter the Schedules and any such

changes will have no force or effect unless modified in a manner consistent with this Section 10.10. Notwithstanding the foregoing, Bitmovin may amend the Online Schedules and the Bitmovin Master Service Terms and Conditions to accommodate new Service Start Date (the “Permissible Modifications”). The Permissible Modifications shall only apply prospectively to such new products and new features when purchased by Company subject to a valid Order Form or when Company utilizes such new features where applicable.

12. Headings for Convenience Only. The division of the Agreement into sections is for convenience of reference only and shall not affect the interpretation or construction of the Agreement.

14 June 2022