

Maintenance and Support For TraceMark

1. Definitions and Interpretation.

The following definitions and rules of interpretation apply herein, in addition to those set forth in the Irdeto TraceMark General Terms and Conditions, which are here:

https://pacgenesis.dwm.irdeto.io/TraceMark_Online_General_Terms.pdf.

Business Day	Means Monday to Friday, except for statutory holidays observed in the country where Company is located.
Business Hour(s)	Mean the hours of 8:00 AM and 5:00 PM in any given Business Day.
Company SLA Obligations	Means the obligations that Company must carry out in order to receive the Maintenance and Support, and are comprised of Company's obligation to: (i) perform the first line support for its Authorized Sublicensees and its and their users; (ii) carry out the Company Initial Diagnosis Obligation; (iii) adhere to the terms and conditions set forth in Section 2, below; and (iv) at all times use the TraceMark Platform strictly in compliance with the most current Documentation.
Critical Error	Means an Error adversely affecting the real-time functionality of the TraceMark Platform such that: (i) Company is unable to access and use the TraceMark Platform; (ii) files that are conformant to the specifications in the Documentation cannot be pre-processed for watermarking; and/or (iii) files that have been successfully pre-processed cannot subsequently be downloaded as a forensically watermarked file that is compliant with the specifications in the Documentation.
Disclaimed Problem	Means any interruption, Error, degradation or problem that is the result of: (i) negligent acts or omissions of Company or its employees, contractors, Authorized Sublicensees, suppliers or agents, including, without limitation, the repetition of any acts or omissions that Irdeto has cautioned such persons against; (ii) failure or malfunction of equipment, networks, applications, services or systems not owned, controlled or maintained by Irdeto; (iii) Planned Maintenance; (iv) Irdeto's inability to contact Company, notwithstanding commercially reasonable efforts to do so, due to Company's failure to provide Irdeto with valid and accurate contact information; (v) change orders requested by Company; (vi) the failure of power or equipment at any non-Irdeto location; (vii) Third-Party Software; (viii) force majeure, including events beyond the reasonable control of Irdeto, including without limitation, war, riots, embargoes, strikes, hackers, viruses, denial-of-service attacks, accidents or acts of God; (ix) failure to use the most recent version of the TraceMark Platform made available by Irdeto; or (x) Company's failure to perform the Company SLA Obligations.
Error	Means the TraceMark Platform is not performing substantially in accordance with its Documentation, and such failure is reproducible by Irdeto. There are three levels of Errors: Critical Errors, Major Errors, and Minor Errors.
Emergency Hours	Mean all times that are not defined as Business Hours on Business Days.
Major Error	Means an Error in which a material feature of function set forth in the Documentation for the TraceMark Platform that had previously worked does not operate properly.
Minor Error	Means any Error that is not a Critical Error or Major Error.
Permanent Solution	Means the implementation of an Update, Workaround, or other countermeasure(s) that Resolves a given identified Error.
Planned Maintenance	Means Irdeto's performing scheduled major Updates, bug fixes, and other remedial countermeasures for the servers used to provide the TraceMark Platform.
Rate of Availability	is calculated on a monthly basis using the following formula: $((43,200 - \text{number of minutes of Service Interruptions}) / 43,200) * 100$

	The number of minutes of Service Interruptions is measured using either Irdeto's internal measurement software or a third-party service that simulates transactions for purpose of determining Service Interruptions. A Service Interruption will be deemed to have occurred only if every web server used to provide the TraceMark Platform fails to respond to requests issued by such software or service.
Resolved/ Resolve/ Resolving	Has the meaning set forth in Section 3.3.3 below.
Respond/ Response	Means Irdeto acknowledging receipt of a Service Ticket from the designated Company Contact. A Response may take the form of an automated email, SMS, or other electronic communication confirming acknowledgment of the request, or may take the form of Irdeto issuing a Service Ticket that may be assigned to the Company Contact's request.
Response Time	Means the timeframe within which an employee or representative of Irdeto Responds to the designated Company Contact's request for Maintenance and Support, commencing at the time the Company Contact properly submits a request to the time Irdeto renders a Response to that request.
Service Interruption	Means the occurrence of a Critical Error or Major Error to the TraceMark Platform, but always excluding any issues caused in whole or part by a Disclaimed Problem.
Technical Inquiry	Means Company's non-Error related inquiries pertaining to use of the TraceMark Platform in accordance with the Documentation. For the avoidance of doubt, Irdeto shall provide up to twelve (12) hours of support for Technical Inquiries in any given calendar year. Additional hours shall be subject to hourly Fees based on Irdeto's standard rates.
Update	Means a modification the TraceMark Platform and/or accompanying Documentation that is intended to: (i) provide a Permanent Solution to address a given Error; (ii) fix a bug or other such issue; (iii) implement minor changes and/or additions to support new releases of operating systems with which the TraceMark Platform is designed to operate; and/or (iv) provide other incidental updates or incorporate minor new features and minor enhancements. Updates are generally identified by a change in the version number to the right of the decimal point, e.g., from 1.1 to 1.2.
Workaround	Means a temporary solution or countermeasure to an Error that may or may not involve an Update. Workarounds can include methods procedures that Irdeto may recommend to address the Error.

2. Company's Responsibilities and Obligations.

- 2.1 **Contacting Irdeto.** Company agrees that only the Company Contacts designated in the applicable Order will submit requests for Maintenance and Support. Company agrees that any requests for Maintenance and Support not submitted via a designated Company Contact may lead to a delay by Irdeto in addressing any Errors and/or responding to any Technical Inquiries.
- 2.2 **Company Resource Requirements.** To enable Irdeto to provide the Maintenance and Support, Company agrees that it shall: (i) provide the appropriate internal and/or external resources/personnel with sufficient expertise to enable Irdeto to provide the Maintenance and Support, including the availability of Company Contacts who are familiar with Company's systems, network and operations; (ii) carry out reviews and respond to requests from Irdeto for approval and information on a timely basis; and (iii) ensure that at least one Company Contact is available during Business Hours (and/or Emergency Hours should any Critical Errors and/or Major Errors arise).
- 2.2 **First Line Support.** Unless explicitly agreed otherwise in the applicable Order, Company agrees that it shall be responsible for providing first line support to Company's users. Irdeto shall only be responsible for performing the explicit Maintenance and Support described in this document.

3. Maintenance and Support.

3.1 Overview.

Subject at all times to the restrictions set forth in Section 4 below, and provided that: (i) Company has fully and timely paid any and all fees due under the applicable Order; and (ii) Company has fulfilled the Company SLA Obligations, Irdeto shall use commercially reasonable efforts to carry out the following Maintenance and Support.

3.2 Rate of Availability.

3.2.1 **Scope.** Irdeto shall (either via itself or via a third-party hosting provider solely chosen by Irdeto) host, maintain, and make available to Company the TraceMark Platform.

3.2.2 **Rate of Availability.** Irdeto shall use commercially reasonable efforts to ensure that the Rate of Availability is at least **99.9%**. Should Irdeto fail to meet the Rate of Availability in any given calendar month, Irdeto shall provide a credit to Company as follows, subject to the processes and limitations set forth in Section 4.

Rate of Availability:	Service Credit Percentage (based on the monthly subscription fee paid by Company)*:
< 99.9%	2.0%
< 99.0%	5.0%
< 95.0%	10%

*The credit will be calculated using only the monthly subscription fee paid by Company. If Company pays a per-transaction fee instead of a monthly subscription fee, then Company is not eligible for a credit. If Company pays both a monthly subscription fee and per-transaction fees (e.g., a minimum monthly fee which includes a certain number of transactions + overage fees for additional transactions), then the credit will be calculated using only the monthly subscription fee. If Company pays a subscription fee on a period other than monthly, then the equivalent monthly fee will be calculated by dividing the fee by the number of months in the period.

3.3 Help Desk.

3.3.1 **Overview.** Irdeto shall use commercially reasonable efforts to Respond to and Resolve all Errors and Technical Inquiries, in accordance with the requirements in the remainder of this Section 3.

3.3.2 **Scope.** Regardless if the Company is submitting a Technical Inquiry or requesting Irdeto to address an Error, Irdeto shall deliver the Maintenance and Support during Business Hours, except that Irdeto shall also provide Maintenance and Support for Critical Errors during Emergency Hours. Irdeto shall accept Technical Inquiries and requests to address Errors via telephone, and email, and solely from the Company Contacts set forth in the applicable Order. For the avoidance of doubt, unless otherwise mutually agreed among the parties in writing, Irdeto shall not provide on-site Maintenance and Support to Company, as such services shall be deemed out-of-scope and shall only be carried out via a mutually agreed change order.

3.3.3 **Procedure.** The following provisions describe the step-by-step procedures that Irdeto and Company are obligated to carry out when reporting and addressing any discerned Errors or Technical Inquiries:

Company's Initial Diagnosis Obligation. If Company encounters a potential Error in the TraceMark Platform, Company shall first, as a part of its obligation to deliver first line support, use commercially reasonable efforts to determine whether the potential Error relates to: (i) Third-Party Software; (ii) other third-party hardware or software components used by Company; (iii) any issues with Company's IT network infrastructure and/or ISP provider; and/or (iv) any other third-party dependencies over which Irdeto has no control, visibility, or responsibility to maintain (as Maintenance and Support does not include coverage for any of the foregoing). Additionally, prior to submitting a request to Irdeto to address a potential Error, Company agrees that it shall gather and provide Irdeto with as much information as is available to Company to enable Irdeto to reproduce a potential Error. The foregoing obligations required of Company set forth in this section shall hereafter be collectively referred to as the "**Company Initial Diagnosis Obligation.**"

Bypass. To ensure minimum business impact, Company shall use commercially reasonable efforts to bypass the TraceMark Platform in case of a Critical Error or Major Error.

Classifying Errors. After satisfying Company's Initial Diagnosis Obligation, and assuming that Company cannot resolve the potential Error as part of its first line support obligations, the Company Contact shall notify Irdeto via the means set forth in the applicable Order. Upon receiving a request to address an Error or answer a Technical Inquiry from the Company Contact, Irdeto shall Respond within the applicable Response Times set forth in Table 2, below. After Irdeto Responds, Irdeto will then use commercially reasonable efforts to diagnose and reproduce such potential Error to determine if there is an actual Error, based on the information provided by the Company Contact as part of its Company Initial Diagnosis Obligation. If Irdeto determines that the reported Error is an actual Error in and to the TraceMark Platform (and not an Error related to any third-party dependencies), Irdeto shall (in its sole discretion) classify the Error as a: (i) Critical Error; (ii) Major Error; or (iii) Minor Error, consistent with the definitions of each Error classification as set forth in this Annex. After classifying the Error, Irdeto shall log and assign a "**Service Ticket**" number to each purported Error or support service request reported by the Company Contact. Irdeto reserves the right to modify the classification of an Error after the initial response and diagnosis, but in any instance, should Irdeto change the Error classification, Irdeto shall promptly notify the Company Contact.

Addressing Errors. Once a given request has been Responded to by Irdeto, and after the Error has been classified as a Critical Error, Major Error, or a Minor Error, Irdeto will commence investigating each Technical Inquiry and purported Error reported on a Service Ticket in a timely and diligent fashion. As a first step, Irdeto may refer the Company Contact to an existing Workaround (if such Workaround exists) to a given Error, and/or inform the Company Contact of any planned impending Updates that will correct the Error. If no Workaround or impending Update exists, Irdeto will use commercially reasonable efforts to provide a Workaround within the timeframes set forth in the Table 2, below. Depending on Company's particular designated TraceMark Platform, Workarounds may be made available by Irdeto for electronic retrieval by Company and must be applied by the Company Contact according to the instructions, release notes or instructions included therein. If Irdeto is unable to promptly Resolve an Error, or if the Error requires further investigation, Irdeto will develop an action plan and communicate this plan to the Company Contact.

Error	Response Time	Resolution Time
Critical	15 minutes	7 Business Days
Major	45 minutes during Business Hours	30 Business Days
Minor	2 Business Days	N/A
Technical Inquiries	5 Business Days	N/A

Table 2. Response and Resolution Times.

Resolution. An actual Error to the TraceMark Platform shall be considered "**Resolved**" upon the earlier of (i) the resolution of such Error; (ii) the delivery of a Workaround; (iii) agreement by the Company that the proposed action plan by Irdeto is acceptable; and/or (iv) in the case of a Minor Error, Irdeto's commitment to correct the Error in a specific future Update. Irdeto will use commercially reasonable efforts to address all Errors, but Company acknowledges and agrees that not all Errors are permanently correctable. A Technical Inquiry shall be considered "**Resolved**" when Irdeto provides Company with a reasonably-detailed answer.

3.4 Ongoing Maintenance.

- 3.4.1 **Updates.** Irdeto shall ensure that the TraceMark Platform as made available to Company includes all Updates that Irdeto makes generally available to other licensees of the TraceMark Platform. Irdeto shall use commercially reasonable endeavors to notify Company about Planned Maintenance within at least two (2) weeks in advance and to minimize any such Service Interruption and to accommodate

reasonable requests from Company regarding the timing of the Planned Maintenance. Any Service Interruption that occurs during Planned Maintenance shall not be included in the calculation of the Rate of Availability. Said maintenance shall be scheduled between 2 am and 4 am CET with a maximum Service Interruption of thirty (30) minutes.

- 3.4.2 **Reporting.** Irdeto may periodically provide Company with certain reports, the frequency and contents of which shall be mutually agreed upon between the parties (jointly referred to as "**Reporting**").

4. Service Credits.

4.1 **Overview.** Irdeto is obligated to perform certain components of the Maintenance and Support against designated performance metrics, such as meeting or exceeding the Rate of Availability, and Responding to and Resolving actual Errors to the TraceMark Platform within the designated timeframes. Provided always that Company has timely performed its Company SLA Obligations, Irdeto shall provide Company with credits as expressly set forth in this document ("**Service Credits**"), should Irdeto fail to meet the metrics and/or timeframes set forth in this schedule.

4.2 **Service Credits for Failure to Achieve the Rate of Availability.** After each calendar month during the Term, Irdeto shall calculate the actual Rate of Availability for the TraceMark Platform and provide the results to Company. If the calculated actual Rate of Availability in a given calendar month falls below the Rate of Availability requirement set forth in Section 3.2.2, Company may be entitled to a credit as set forth in Section 3.2.2.

4.3 **Maximum Monthly Service Credit Cap.** For any given calendar month during the Term, Irdeto shall not be obligated to credit Company more than 10% of the annual subscription fee divided by twelve (12) due to Irdeto or an authorized reseller from Company in such month. For clarity, this is an overall limit on the total value of credits that may be awarded to Company in a given calendar month, in the aggregate, pursuant Sections 4.2.

4.4 **Claiming/ Applying Service Credits.** To request a credits, Company must make a claim in writing to Irdeto no later than thirty (30) days after the end of the calendar month in which the event giving rise to the credit occurred. Claims that are not made within such thirty (30) day period are waived by Company. All claims must be submitted via email to the Primary Irdeto Contact. Any valid claims for a credit shall be applied to the subsequent invoice for the annual subscription fees, subject always to the cap in Section 4.5. Credits have no cash value. Any unused, valid credits that have yet to be applied upon the termination/ expiration of the Terms shall be applied against any other amounts owed by Company to Irdeto. Credits shall be issued by Irdeto to Company only if Company's account is current, in good standing, and fully paid-up. If Company orders the TraceMark Platform through a reseller, and not directly from Irdeto, then: (a) Company must submit the claim for Service Credits to the reseller; and (b) the reseller, and not Irdeto, will provide Company with the Service Credits (or other remedy agreed between the reseller and Company).

4.5 **Exclusive Remedy.** SECTION 4 STATES COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY IRDETO: (I) TO COMPLY WITH OR ACHIEVE THE RATE OF AVAILABILITY SET FORTH IN THIS DOCUMENT; AND/OR (II) RESOLVE OR RESPOND TO ERRORS WITHIN THE RESPONSE TIMES AND RESOLUTION TIMES.

5. Exclusions to the Maintenance and Support.

The Maintenance and Support described in this document do not include problems that are subsequently determined by Irdeto to be a system, hardware or other software problem within Company's network or systems that are not caused by the TraceMark Platform, including without limitation problems with the Third-Party Software, hardware, firmware, third-party applications, operating systems, data, accidental damage, or matters generally beyond the control of Irdeto. Further, Irdeto shall have not any Maintenance and Support obligations in case of the following events: (i) Disclaimed Problems or data correction (which shall only be provided by Irdeto per the terms of an applicable mutually agreed Order); (ii) use or operation of the TraceMark Platform other than for the intended purpose and/or not in accordance with the applicable and current Documentation; (iii) errors, omissions, damages or wrongful acts, by Company, an operator, and/or other third-party personnel; (iv) repairs, maintenance, alterations, re-location, copying, tampering or any other conduct not duly authorized in writing by Irdeto; (v) operation on or in association with hardware or software not recommended by Irdeto; (vi) external causes such as, and without limitation, electrostatic or environmental conditions, and accidents including fire, water and lightning; (vii) Errors caused by a Force Majeure Event; (viii) resolving or addressing security breaches to the TraceMark Platform; or (ix) management of Company's day to day operational issues. Irdeto's failure to timely perform Maintenance and Support will be excused to the extent caused by Company's failure to timely perform Company SLA Obligations. Without limiting this section, the parties agree that vendors of any Third-Party Software used in conjunction with the designated TraceMark Platform shall ultimately be responsible for correcting any errors with,

and providing maintenance and support for, the Third-Party Software. Providing support to Third-Party Software is not covered under the scope of Maintenance and Support.