

## APPENDIX: ICAREUS SUITE OVP TERMS & CONDITIONS

Valid from 1.7.2021.

These are the Terms & Conditions for the Icareus Suite OVP Agreement (hereinafter "Agreement").

### §1 DEFINITIONS

For purposes of these Terms & Conditions, the terms below shall have the meanings defined below. Additional terms are defined in the preamble above and throughout these Terms & Conditions.

Content	means any data, information, trademarks, logos, files, videos, images, text or other content that Cloud Customer or Cloud Sales Partner may upload to Icareus Suite cloud platform.
Cloud Customer	means the Customer of the Icareus that purchased the right to use Icareus Suite Cloud Service
Cloud Sales Partner	is a company reselling Icareus Suite Cloud Service and managing its Cloud Customer relationships in territory defined later.
Cloud Term	means the time period during which the Services and access to the Icareus Suite Cloud software service will be provided by Icareus to Cloud Sales Partner and Cloud Customer, including the Initial Term and any Renewal Terms.
Icareus Suite	is a cloud based software service for online video management and distribution to various different end-user devices.
Material	means business, financial and technical information, techniques, documentation, designs, procedures, formulas, concepts, records, files, memoranda, reports, drawings, plans and/or the like
OTT	Over-the-top, which means TV services over IP as unicast streaming on non-managed network
OVP	means Online Video Platform and it is used generally as a term to describe the platforms like Icareus Suite.
Product	means Icareus Suite and it's additional modules to maintain and manage services and distribute videos and other content.
End-User Device	mean the Icareus end-user application or web based user interface that is used to consume the content from Icareus Suite service. The applications can be developed on 3 <sup>rd</sup> Party Application environment and published on 3 <sup>rd</sup> party application stores or portals. These 3 <sup>rd</sup> party environments include, but are not limited to iOS and Apple Store, Android and Google Play, Samsung Smart TVs, LG SmartTVs, Philips NetTV, Panasonic Viera, Facebook and YouTube. Support for each Device is to be agreed separately for each Customer.
Services	means the hosting, maintenance, support, email and other services provided by Icareus pursuant to these Terms & Conditions.
Software	means Icareus Suite and it's additional modules to maintain and manage services and distribute videos and other content.

### §2 ICAREUS SUITE WEB-BASED LICENSE

Icareus Suite license granted and sold is a nontransferable, nonexclusive license and right to access the Software via the Internet and use the Software and the User Documentation only as authorized in the Agreement, for Customer's own purpose and operations, during the Cloud Term. Customer acknowledges that its access and use of the Software will be web-based only. The Software will not be provided to Customer in CD-ROM form (or any other form of media) and will not be installed on any servers

or other computer equipment owned or otherwise controlled by Customer or Cloud Sales Partner. Instead, the Software will be hosted by Icareus (as described in Section4) and accessed and used by Cloud Sales Partner or Customer through the use of the Internet.

The Modules and features included to this Icareus Suite web-based license are defined in the Icareus Suite OVP Agreement.

### §3 ACCESSIBILITY

Icareus will make the Icareus Suite and related additional modules available for Cloud Sales Partner's or Customer's use during the Cloud Term. Icareus will provide Cloud Sales Partner or Customer an access to the latest supported version of the Icareus Suite via the Internet from the hosting facility that Icareus leases from a third-party hosting vendor (the "Hosting Site") on a 24x7 basis (excludes scheduled downtime), except for scheduled system back-up or other on-going maintenance as required and scheduled in advance by Icareus. Icareus will provide a single administrator user account for secure administrator access. Icareus will also provide this administrator user the necessary tools to create other users for access to the Icareus Suite.

Icareus will support the access to the content managed by Cloud Sales Partner or Customer on ordered End-User Devices. Customer acknowledges and approves that not all End-User Device models have been tested by Icareus and accepts the list of tested devices by Icareus as sufficient.

Depending on ordered End-User Devices, Cloud Sales Partner or Customer may be responsible for establishing, opening or signing agreements with 3<sup>rd</sup> Parties in order to enable the End-User devices on these 3<sup>rd</sup> party platforms.

### §4 FEES AND PAYMENT TERMS

Icareus provides Icareus Suite prices and payment terms to the Customer or Cloud Sales Partner in a separate Icareus Suite Pricing document or in Icareus Suite OVP Order Form template. All the fees for any Renewal Term (defined below) may be subject to an inflationary adjustment defined at the time of renewal, but they will not exceed ten percent (10%) per year.

**Software Service Fee.** Customer shall pay recurring "Software Service Fee" on a monthly or quarterly or annual basis during the Cloud Term.

**Set-up and configuration Fee.** The set-up and configuration fees are one-time cost type fees that are paid in one or multiple parts after signing this contract and prior or at the moment of the Customer's service launch on Icareus Suite.

**Additional Storage Space, Streaming capacity Fee and/or other service fees.** The additional storage, streaming capacity and/or other service fees can be either perpetual or one-time cost. However, if the Customer's needs for storage space or streaming capacity will change, the parties can change the service level at any time during the Agreement.

Icareus holds the right to suspend CLOUD SALES PARTER and Customer services and accounts after the 21. day after the date of maturity of Icareus invoice(s), if Icareus has not received the payment in full.

### §5 CLOUD CUSTOMER 'S OBLIGATIONS

Customer will retain responsibility for administering security within the Icareus Suite (e.g., the granting of rights to a user for a specific form in the application). Customer is responsible for maintaining its user accounts and providing users network access to the Icareus Suite. Customer is also responsible for ensuring that its users comply with these Terms & Conditions with respect to use of the Icareus Suite and Services. Customer shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Customer site and Icareus Suite hosted by Icareus. Customer shall advise Cloud Sales Partner of any changes to Customer's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Icareus Suite. Customer shall configure necessary user accounts via the administrator account provided by Icareus or Cloud Sales Partner.

Customer shall be responsible for establishing any accounts necessary for credit card transactions, opening the application distribution and sales account or making

agreements with 3<sup>rd</sup> party END-USER DEVICES owners used with Icareus Suite, if applicable with delivery. Customer shall be responsible for ensuring that any Customer Content is accurate, not corrupt in any way, and does not contain any viruses. In addition, Customer shall keep Icareus informed about the feedback received from its Customers and give Technical Support to Icareus regarding Customer's platform for integration purposes if necessary to carry out the integration or support work.

Customer shall be responsible for the costs related to above-mentioned tasks. Customer shall adhere to all laws, rules and regulations in force within the geographical region that may apply to the Customer and be responsible for all taxes or other charges for which payment may be incurred as a result of commissions or other remuneration received or to be paid or received under these Terms & Conditions.

Customer shall be responsible for the Content it inserts to Icareus Suite and distributes via Icareus Suite and warrants that it has all the necessary copyrights or other rights required to distribute the content through the Product. Customer shall be responsible for the cost related to possible copyright infringements caused by the Content inserted by Customer to Icareus Suite.

## §6 ICAREUS' OBLIGATIONS FOR CLOUD CUSTOMER

Icareus is a technical service provider for Cloud Sales Partner or Customer.

Icareus shall use its best efforts to support Customer to use Icareus' Services and in particular take the following measures towards the achievement of full effectiveness of the contracts for the Services:

- a) Icareus will provide Customer with information and documentation in the English language necessary for the performance of Customer's services, and shall duly cooperate and assist Customer with all information, documentation or any other way that is required by law or authorities or Customers for the Customer to obtain the necessary licenses, permits and consent to use the Services.
- b) Icareus will provide technical support to Customer in during the term of the Agreement. The service level is defined in Appendix 2.
- c) Icareus will observe Customer feedback and Customer's demands in its Development work.

## §7 CONFIDENTIALITY

"Confidential Information" shall mean any data or information, oral or written, treated as confidential that relates to each Party's past, present, or future research, development or business activities, including any unannounced product(s) and service(s), and including any information relating to Product, developments, inventions, processes, plans, financial information, Customer and supplier lists, forecasts, and projections. "Confidential Information" shall include, without limitation, any and all information related to the Services and Material, business, financial and technical information, Customer's business or data software, demonstration programs, routines, algorithms, computer systems, techniques, documentation, designs, procedures, formulas, inventions, improvements, concepts, records, files, memoranda, reports, drawings, plans and/or the like.

Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that

- (1) is publicly available or in the public domain at the time disclosed;
- (2) is or becomes publicly available or enters the public domain through no fault of Customer receiving such information;
- (3) is rightfully communicated to one party to the other by persons not bound by confidentiality obligations with respect thereto;
- (4) is already in the other Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure;
- (5) is approved for release or disclosure by relevant Party without restriction; or
- (6) is required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, that affected party shall first have given at least a seven days prior written notice to Icareus and make a reasonable

effort to obtain a protective order requiring that the Confidential Information not be disclosed; provided that conditions (3), (4), (5) and (6) are evidenced by appropriate documentation.

The Parties agree that, except as directed by either of them neither of them will not at any time during the term of the Agreement or thereafter, disclose any Confidential Information to any person, or permit any person to examine and/or make copies of any reports or any documents prepared by either of them and came to the knowledge by any of them. Upon expiration or termination of the Agreement each party shall return to the other party all Confidential Material and advertising materials, technical and other documentation pertaining to any products received from the other Party. The obligations specified in this Section 7 shall survive any expiration or termination of this Agreement without time limit.

## §8 INTELLECTUAL PROPERTY RIGHTS

Cloud Sales Partner and Customer hereby acknowledges and agrees that the Icareus Suite and the Material contain valuable intellectual property rights and business secrets of Icareus, and that all title, rights and interests in and to the Icareus Suite and Material shall remain at all times the sole property of Icareus. Nothing in the Agreement shall transfer, confer, convey or grant any rights and/or interests in the Icareus' proprietary rights.

Icareus represents and warrants that (i) the Icareus Suite or the related software licenses do not infringe any Intellectual property rights of any third parties and it is the rightful proprietary owner of the Services and Material, and shall save from and keep harmless the Customer from any and all third party intellectual property claims regarding the use of the Service and/ or the Material.

Cloud Sales Partner or Customer shall not make any modifications to the Icareus Suite software. Any modifications that Cloud Sales Partner or Customer makes to the Icareus Suite software will void any warranty obligations contained in the Agreement.

Cloud Sales Partner or Customer may present Icareus with proposals and suggestions on how to improve the Icareus Suite or its business potential. Icareus shall review such suggestions and inform whether it decides to develop the Icareus Suite in accordance with the instructions. Any and all improvements to the Icareus Suite and Material and all rights related to such improvements shall be the sole property of Icareus.

## §9 TERM AND TERMINATION OF CUSTOMER SERVICE

Icareus Suite service Agreement shall become effective when Icareus or Cloud Sales Partner has received signed Purchase Order. The initial term of the Agreement shall be one (1) year, if not agreed otherwise in the Purchase Order. After the initial period, the Agreement will continue one (1) year at the time until either Party terminates the Agreement. The Agreement must be terminated at least three (3) months before the end of the each agreement year.

Without prejudice to any express provisions for termination contained herein, the Agreement may be terminated immediately by either party in case of any substantial breach of the Agreement. The Parties hereby agree that the violation of the provision under Sections 5 and 9 of the Agreement is to be considered as a substantial breach of the Agreement.

In addition, the Parties have the right to terminate the Agreement in writing for cause if either Party's failure to satisfactorily fulfil or perform any of its duties or obligations undertaken herein, provided that Other Party has sent written notice demanding remedy of the default and Party has failed to remedy the default within 30 days of receiving the Other Party's notice.

Written notice of extraordinary termination shall be sent by registered mail and shall be sent without undue delay.

## §10 SANCTIONS

Service availability is define in Service Level Agreement.

Deviations from availability are sanctioned as follows:

Availability target undershot		Refund% of that monthly fee
Over 0,01 %, but maximum 0,24 %-units		5%
Over 0,01 %, but maximum 0,24 %-units	=	5%
Over 0,24 %, but maximum 0,5 %-units	=	10%
Over 0,5 %, but maximum 1 %-units	=	15%
Over 1 %, but maximum 2 %-units	=	20%
Over 2 % (availability still over 90%)	=	30%

Exceeding the maximum break% of the target level

Availability target undershot		Refund% of that monthly fee
Over 0,1 %, but maximum 20 %		5%
Over 20 %, but maximum 50 %	=	10%
Over 50 %, but maximum 100 %	=	20%
Over 100%	=	30%

Pre-arranged maintenance outages must also be completed within the agreed time. If this time has to be exceeded for a reason attributable to the service provider, the customer is entitled to a refund of the monthly fee

## §11 MISCELLANEOUS

This Agreement is governed by Finnish Law.

In the event of a dispute, the Parties pledge to seek an out-of-court settlement of their disagreement without prejudice to their rights and without this stipulation interfering with injunctions that are deemed necessary. If no out-of-court settlement can be reached within a reasonable period of time, exclusive competence is assigned to the District Court of Helsinki, notwithstanding multiple respondents and/or the introduction of third parties.

**Notices:** Any notice required to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered personally, or if sent by registered mail, return receipt requested, or if sent by facsimile transmission (with a confirmation copy sent by mail), or if sent by overnight courier service, to the commercial parties at the addresses below in "Contact Persons".

**Severability:** If one or more provisions of this Terms & Conditions are found to be invalid, the validity of the remaining provisions of the Terms & Conditions shall not be affected thereby.

**Assignment.** The Agreement may not be assigned by Cloud Sales Partner or Customer without the prior written consent of the other; except that either Party may assign its rights and delegate its obligations defined hereinunder the Agreement or in connection with a merger, acquisition, spin-out or other transfer of all or substantially all of the business, stock or assets to which the Agreement relate, provided such assignee agrees in writing to be bound by the Agreement. Icareus may assign this Agreement in whole or in part.

**Indemnity By Icareus.** Icareus shall indemnify and defend Customer against any third party claims that the Icareus Suite or other Icareus Suite related software modules made available to Customer by Icareus infringe any European, United States or Canadian patent or copyright during the Cloud Term, provided that Icareus is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim relating to infringing Icareus Suite or other related software modules, Icareus shall, in its reasonable judgment and at its option and expense: (i) obtain for Customer the right to continue using the Icareus Suite or other related software modules;

(ii) replace or modify the Icareus Suite or other related software modules so that it becomes non-infringing while giving substantially equivalent functionality; or (iii) if Icareus determines the remedies in (i) or (ii) are not commercially reasonable, as its sole obligation, terminate the Cloud Term. Icareus shall have no liability to indemnify and defend Customer to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Customer; (ii) the alleged infringement is the result of a modification made by anyone other than Icareus; or (iii) Customer uses the Icareus Suite or other related software modules other than in accordance with these Terms & Conditions or any documentation delivered by Icareus. This Section states Icareus' entire liability and Customer's sole and exclusive remedy for claims relating to infringement.

**By Cloud Sales Partner or CUSTOMER.** Cloud Sales Partner or Customer shall indemnify and defend Icareus against any claims (i) resulting from the use of the Icareus Suite or other related software modules or Services; (ii) that any Customer Content (including without limitation content provided by Customer for inclusion on a donation site) infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; or (iii) arising from or relating to Cloud Sales Partner's or Customer's or its users' failure to comply with these Terms & Conditions.

**Mutual Indemnity.** Each party ("Indemnifying Party") shall indemnify and hold the other party ("Indemnified Party") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations under these Terms & Conditions, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

**Limitation of Liability:** LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION FOR THIRD PARTY CLAIMS, ICAREUS'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE ANNUAL SALES GENERATED BY THE SALES PARTNER TO ICAREUS OR IN CASE OF DIRECT CUSTOMER, THE ANNUAL INVOICING FROM THE CUSTOMER UNDER THIS AGREEMENT; IN NO EVENT SHALL ICAREUS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF ICAREUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ICAREUS SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SOFTWARE ACCESS DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

**Force Majeure:** Except for Customer's obligation to pay Icareus, neither party shall be liable for any failure to perform its obligations under these Terms & Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government, freight or other embargoes, weather conditions or any failures by Icareus' subcontractors or suppliers.

**No Joint Venture:** Nothing in the agreement related to these Terms&Conditions shall be construed as creating a joint venture or any legal entity among the Parties.

**No Employment:** No contract of employment is deemed to exist by virtue of the Agreement related to these Terms&Conditions between Icareus and any person employed by Cloud Sales Partner or Customer. Therefore, it is expressly understood that Cloud Sales Partner or Customer shall be responsible for any and all taxes and social security and other payments and obligations of employers that are imposed by the Finnish or other European government on account of the performance of the Icareus Suite hereunder and with respect to any taxable income of Cloud Sales Partner or Customer hereunder.