

VANTIVA
TERMS AND CONDITIONS OF SALE

1. Definitions.

“**Company**” shall mean the seller’s entity identified on Company’s quotation or Order Acknowledgment or on Appendix 1 hereto.

“**Company Affiliate(s)**” shall mean entities identified as part of the Connected Home segment in the publicly available Universal Registration Document for Vantiva S.A. made available on Company’s investor relations website.

“**Google Deliverable(s)**” shall mean any and all deliverables, including, without limitation, software, application, or any other component, provided by Google Inc. and/or its relevant affiliated companies (“**Google**”) to Company or its Affiliates. For the avoidance of doubt, Google Deliverables are subject to the terms and conditions of Appendix 2 – Google Addendum attached hereto and incorporated herein in Appendix 2 (“**Google Addendum**”). With regard to Google Deliverables, in the event of any conflict between the terms of Google Addendum and the other terms of these Terms and Conditions, the terms of the Google Addendum shall prevail.

“**Insolvency Event**” shall mean the occurrence of any of the following: (i) a party files a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code or equivalent law of the applicable jurisdiction (the “**Bankruptcy Code**”) or (ii) an involuntary petition for relief is filed against a party under Chapter 7 of the Bankruptcy Code (or equivalent law of the applicable jurisdiction) and such involuntary proceeding is not dismissed or converted to a case under Chapter 11 of the Bankruptcy Code (or equivalent law of the applicable jurisdiction) within ninety (90) days.

“**Intellectual Property Rights or IPR**” shall mean (i) patents, patent application and patent rights; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, and mask work registrations; (iii) know-how including methods, techniques, processes, specifications, formulae, designs, plans, drawings (iv) rights relating to the protection of trade secrets and confidential information (v) any rights analogous to those set forth herein and any other proprietary rights relating to intangible property other than trademarks, and trade names; and (vi) divisions, continuations, renewals, reissues, extensions, modifications and derivative works of any of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired; all owned or controlled by a party at time of delivery and as existing under the applicable law (including international conventions) of each relevant jurisdiction.

“**Open Source Software**” shall mean any software or work, including where appropriate, any and all modifications, derivative works, enhancements, upgrades, improvements, fixed bugs, and/or statically linking made to the source code of such software or work, released under an Open Source Software license, that requires as a condition of royalty-free usage, copy, modification and/or redistribution of the Open Source Software to (i) redistribute the Open Source Software royalty-free, (ii) redistribute the Open Source Software under the same license/distribution terms than those contained in the Open Source Software license under which it has originally been released and/or (iii) release to the public, disclose or otherwise make available the source code of the Open Source Software.

“**Order Acknowledgment**” shall mean a document or email furnished by Company acknowledging the receipt of Purchaser’s purchase order and Company’s agreement to supply the Products stated therein under the terms and conditions stated herein.

“**Purchaser**” shall mean the entity identified on Purchaser’s purchase order, or, if different, on Company’s quotation, or Order Acknowledgment.

“**Purchaser Affiliate**” shall mean all entities which control, are controlled by or are under common control of Purchaser, whether directly or through one (1) or more intermediaries, with “control” and “controlled” defined as ownership of more than fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

“**Purchaser Deliverable(s)**” shall mean any and all deliverables, including without limitation, software, confidential information, or any other component, provided by Purchaser to Company or its designated subcontractors for the performance under these Terms and Conditions and identified in the Specifications.

“**Product(s)**” shall mean Company’s customer premises equipment (CPE) products identified in Purchaser’s purchase orders that are accepted in writing by Company under an Order Acknowledgment.

“**Software**” shall mean all applications and operating systems, compilers, utilities and other programs including any enhancements, modifications, derivatives and amendments, developed by or for Company or a licensor to Company (excluding any software provided or chosen by Purchaser) as set out in the Specifications. For the avoidance of doubt, Software does not include any Google Deliverables.

“**Specifications**” shall mean a document provided by Company containing the Product’s technical and functional description.

“**Third Party Component**” or “**Software Provider**” shall mean the conditional access provider and/ or middleware provider and/or any other

supplier of Software or supplier of components requested by Purchaser to be incorporated in the Product according to the Specifications.

“**User**” shall mean a person who is a subscriber or customer of Purchaser which uses the Product for their individual use.

2. Terms; Company’s Acceptance. Unless Company expressly agrees otherwise in writing, these Terms and Conditions will govern all purchase orders and quotations. Company specifically rejects, and Purchaser disclaims, all pre-printed provisions in Purchaser’s purchase order and any other Purchaser forms or documents, including any terms and conditions on Purchaser’s internet site. Company’s failure to object to any term or condition in any communication from Purchaser will not be construed as agreement to such term or condition, nor will it be deemed a waiver of these Terms and Conditions. Company reserves the right, in its sole discretion, not to accept any purchase order, including any purchase order issued in connection with a quotation provided by Company. Company’s acceptance to supply Products, as identified in Purchaser’s purchase order, shall be in writing, as evidenced by the issuance of an Order Acknowledgment. In the event the Purchaser and Company have executed a definitive contract relating to the Products purchased (a “**Definitive Contract**”), then the terms and conditions set forth in such Definitive Contract shall supersede any conflicting terms and conditions set forth herein for as long as such Definitive Contract is in effect and not terminated or expired.

3. Purchase Orders. The quantity of units in each purchase order must be a multiple of pallets, unless otherwise agreed in writing by the parties. ONCE ACCEPTED BY COMPANY, **PURCHASE ORDERS REPRESENT A BINDING COMMITMENT TO PAY FOR THE ORDERED PRODUCTS. ACCEPTED PURCHASE ORDERS CANNOT BE UNILATERALLY CANCELLED OR CHANGED BY PURCHASER, INCLUDING, WITHOUT LIMITATION, CHANGES RELATED TO QUANTITY AND/OR DELIVERY DATES. IN THE EVENT PURCHASER ATTEMPTS TO CHANGE OR CANCEL AN ACCEPTED PURCHASE ORDER OR REFUSE ACCEPTANCE OF CONFORMING PRODUCTS, PURCHASER WILL REMAIN LIABLE FOR THE TOTAL PRICE OF THE ACCEPTED PURCHASE ORDER.**

4. Delivery; Risk of Loss. Company will deliver the Products to Purchaser EXWORKS Company Warehouse in U.S.A. Delivery time is not of the essence and Company will not be liable for any loss arising from delay in the delivery of the Products. Risk of loss or damage to the Product and title to the Product will pass to Purchaser at the time of shipment. Title to the Intellectual Property will not transfer to Purchaser.

5. Price for Product. Except as otherwise agreed in writing between the Company and the Purchaser, the Prices for all Products to be supplied under these Terms and Conditions assume delivery of Products conforming to the Specifications under EXWORKS Company Warehouse in U.S.A., and any change may impact the Price. Price may not include all of the fees or royalties potentially due to third parties for their patent assets, such as, but not limited to, newly established standards or licensing programs. If additional third party licenses and related royalties or potential claims by a third party against Company or Purchaser for new or additional royalties arise, such royalties fee or cost will be passed through to Purchaser at market price by updating the price with immediate effect, unless Purchaser elects to directly pay the license to the third party. Purchaser will pay the royalty fee or cost relating to all Products to which this royalty fee or costs apply.

6. Economic Hardship. Price may be revised in the event of Economic Hardship. For the purposes of these Terms and Conditions, “Economic Hardship” means cases of adverse economic conditions, including those that arise from but not necessarily limited to increasing component costs and/or new applicable taxes, duties or tariffs, that Company could not foresee at the time of the price quotation or that are beyond Company’s reasonable control, and which make it commercially unreasonable to complete delivery of Products at the previously agreed upon price. In such events, Company will notify Purchaser and the increase will be passed through to Purchaser with immediate effect. Economic Hardship events are distinct but not mutually exclusive from Force Majeure events.

7. Services. Any services Company provides to Purchaser, including, without limitation, tests of Products, installation, supervision and/or start-up services, and software maintenance and support services are not included in the price of Products provided by Company, and, if requested, will be subject to separate agreement.

8. Taxes and Duties. Company is responsible for all corporate taxes measured by net income due to performance of under these Terms and Conditions (“**Company Taxes**”). Purchaser is responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Purchaser or Company) in relation to these Terms and Conditions or purchase order other than Company Taxes (“**Purchaser Taxes**”). The price

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does not include the amount of any Purchaser Taxes. If Purchaser deducts or withholds Purchaser Taxes, Purchaser will pay additional amounts so that Company receives the full price without reduction for Purchaser Taxes. Purchaser will provide to Company, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Company and Purchaser hereby agree to cooperate, and each use its commercially reasonable efforts to obtain any available Tax exemption or other Tax incentive or benefit available to either Company and Purchaser, including, without limitation, by timely providing valid tax exemption certificates or other necessary documentation to the other party.

9. Payment. Unless otherwise agreed by Company in writing, all payments shall be in U.S. Dollars and due within thirty (30) days of the date of the invoice. Invoices will be issued on or about shipment of the Products. Untimely payment may result in a late payment charge computed at the maximum rate permitted by law. Company is not required to commence or continue its performance unless and until all late payments are received. If at any time Company reasonably determines that Purchaser's financial condition or payment history does not justify continuation of Company's performance, Company may require full or partial payment in advance or otherwise restructure payments, suspend its performance, or terminate the purchase order(s) without any liability.

10. Intellectual Property.

10.1 Except for the Purchaser Deliverables, unless specified in a Definitive Contract, all Intellectual Property Rights in the Product or part thereof existing prior to the sale of the Products hereunder, or developed or acquired within or outside the frame of these Terms and Conditions by or for Company, will remain with Company or its licensor as the case may be (including Third Party Component or Software Provider), which own or control such rights. Neither party will, by virtue of these Terms and Conditions, acquire ownership of any Intellectual Property Rights of the other party.

10.2 Unless specified in a Definitive Contract, Company grants, for the term of the Product market life, a non-exclusive, personal, non-transferable, non-sub-licensable for a price included in the Product price, license on Company copyrights applicable to the Software, only as embedded or to be embedded in the Product, for the sole purpose of selling, leasing, and/or otherwise distributing the Product to end-user subscribers of Purchaser network services for their non-commercial personal use of the Product. This license is granted (i) under the conditions stated in these Terms and Conditions, including but not limited to payment of any amount owed to Company and (ii) in conformity with any and all international or national applicable regulations.

10.3 Purchaser undertakes not to adapt, translate, arrange, alter, modify, reverse-engineering, disassemble or de-compile the Product (including, without limitation, Software) for any purpose. In the event Purchaser will have to ensure interoperability of the Software with the environment defined by Purchaser, as and when restrictively permitted by the governing law, Purchaser will (i) request Company to provide information to enable such interoperability with Purchaser's environment, and if necessary to ensure such interoperability (ii) request Company to make any necessary modification of the Software to enable such interoperability.

10.4 Purchaser undertakes not to sublicense the use of the Product, and any associated Intellectual Property Right, to any third party.

10.5 If the update of the Software on the Product is managed by the Purchaser and/or a Third-Party Component or Software Provider, the Purchaser will maintain accurate records concerning any Software updates to the Product. Upon request from the Company, the Purchaser shall provide reasonable information regarding such updates, which the Company may share with licensing partners (e.g., Dolby). Such information shall include:

- (i) the Product version(s) subject to the update;
- (ii) the version of Company product Software and licensing partner software/technology included in the deployed Product software update;
- (iii) all product models and the quantity of products to which the Product software update was deployed; and
- (iv) the method of delivery of the Product software update (e.g., via Purchaser infrastructure, via Third-Party middleware infrastructure, etc.).

The Purchaser shall also collaborate with the Third-Party Component and Software Provider and the Company as necessary to enable the Company to confirm the version of licensing partner implementation in the updated Software.

10.6 IF THE PRODUCT IMPLEMENT ANY STANDARD TECHNOLOGY IDENTIFIED IN THE AGREED SPECIFICATION, THE PRODUCT IS LICENSED UNDER THE APPLICABLE PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH SUCH APPLICABLE STANDARD AND/OR (ii) DECODE VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS

OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VIDEO UNDER SUCH STANDARDS. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED UPON REQUEST.

10.7 Purchaser usage royalties, and any other royalties not explicitly listed, are not included in the quoted Price and are the responsibility of Purchaser. The Product Price as agreed between the parties do not include all licensee fees or royalties due to third party intellectual property, such as, but not limited to, newly established standards or licensing programs, even if conforming to initial specifications.

10.8 If Purchaser request to discuss the ability to have the Company set-top-box Software provided on the Products ported on other similar products purchased from another source than Company, Company will discuss with Purchaser in good faith the contractual terms for such a license on Company set-top-box Software, excluding any third party software and or technology that might be required to install, distribute and or operate as part of such second source product, which access and license thereof and payment of related royalties and support fees, if any, will remain with Purchaser and/or its second source manufacturer, and for which Company will have no liability of any kind.

11. Open-Source Software.

11.1 Company hereby notifies Purchaser, and Purchaser hereby acknowledges and accepts that the Product may contain certain open-source software modules which are subject to Open-Source Software license terms.

11.2 Such Open-Source Software is listed only for Purchaser convenience and solely for information purposes. An updated software manifest may be provided at final software release.

11.3 A list of the applicable Open-Source Software used or provided under these Terms and Conditions, their corresponding licenses and version number are included in an initial software manifest which will be attached to the accompanying documentation accompanying the Product (and also available on Company's website).

11.4 Company informs Purchaser that, if and where applicable, depending on the terms of the applicable Open-Source Software licenses, the source code of the Open-Source Software is available for free on Company's website.

11.5 For avoidance of doubt, unless specifically stated otherwise by Company in connection with a specific product or service, Open-Source Software is not licensed to Purchaser by Company. Such software is only licensed to Purchaser by the original owner of the Open-Source Software under the terms set forth in the designated Open-Source License provided by the owner. Purchaser acknowledges and accepts that, the case being, as a user of such Open-Source Software, it will have to comply with the terms of such Open-Source Software licenses.

11.6 Company does not grant any rights or licenses, whether by implication, estoppel or otherwise, with respect to any Open-Source Software. Notwithstanding anything to the contrary and in addition to other remedies available to Company, Company may immediately terminate these Terms and Conditions for failure of Purchaser to comply with the terms and conditions of such Open-Source Software license as a direct licensee of such Open-Source Software. For purposes of clarity, unless specifically and expressly prohibited by the terms and conditions of the applicable Open-Source license, modifications and/or derivatives of the Open-Source Software or any other public software incorporated into the Products made by and distributed by or on behalf of Company are, at Company's option only licensed under the terms and conditions of these Terms and Conditions and is therefore not considered Open-Source Software. In addition, as Open-Source Software are by nature distributed without any warranty of any kind (notably but without limitation, without warranty of non-infringement, without warranty of ownership, or commercial warranty), Customer/Purchaser accepts that all Open-Source Software provided in the frame of these Terms and Conditions are also provided without warranty of any kind. Company may notify the existence of additional Open-Source Software modules in further development of the Product, through written notice to Purchaser.

12. Company Liability for Third Party. Company will not be liable for any failure or delay to perform caused by a third party or its components, including, without limitation, a defect and/or failure in Third Party Components and/or specifications.

13. Warranty.

13.1 Hardware Warranty. If a Product hardware contains a material and/or workmanship defect and does not comply with its functional Specifications under normal use and service ("**Non-conforming Product**") for a period of twelve (12) months from delivery ("**Hardware Warranty Period**"), Purchaser will promptly notify Company in writing prior to expiration of the Hardware Warranty Period. Company will at its option, repair or replace the Non-conforming Product. If, despite Company's reasonable efforts, a Non-conforming Product cannot be repaired or replaced, Company will provide a credit for future purchases in the amount paid by Purchaser for such Non-conforming Product. Warranty repair and replacement by Company

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will not extend or renew the applicable Hardware Warranty Period. Purchaser must obtain a Return Material Authorization (“RMA”) number from Company prior to returning any Product to Company and must otherwise follow Company’s then-current RMA procedure in connection with any such return.

13.2 Software Warranty. If the Software is not properly installed or does not substantially conform to its functional Specifications under normal use and service (“**Software Defect**”) for a period of three (3) months from acceptance (“**Software Warranty Period**”), Purchaser will promptly notify Company in writing prior to expiration of the Software Warranty Period. Such notice should include a report describing the alleged Software Defect, including its details and all means to reproduce it. If the Company Software is confirmed to be the cause of the Software Defect, Company will correct it at no additional charge to Purchaser. This Software Warranty only applies if the Software embedded in the Product is the latest version Company provided to Purchaser. In addition, this Software Warranty will not apply if:

- (1) If the Software is modified, altered, combined with another software or component beyond Company’s control and/or without the written consent of Company and/or
- (2) If the Software is not used in conformity with the license provided.

13.3 Exclusion of warranty and responsibilities.

(a) THIS WARRANTY WILL BE VOIDED BY ANY (I) DAMAGE OR REMOVAL OF PRODUCT’S SERIAL NUMBER TO THE EXTENT THAT THE PRODUCT CANNOT OTHERWISE BE IDENTIFIED BY ANY MEANS, INCLUDING ID SECURITY CHIP; (II) DAMAGE OR WEAR TO PRODUCTS CAUSED BY ABNORMAL OPERATING CONDITIONS (INCLUDING, WITHOUT LIMITATION, EXPOSURE TO ACID, CHEMICAL FUMES, METALLIC DUST OR EXTREME TEMPERATURES OR OTHERWISE FEATURING EVIDENCE OF EXPOSURE TO AN ENVIRONMENT THAT EXCEEDS THE ORIGINAL DESIGN SPECIFICATIONS); (III) ACCIDENT, ABUSE, DAMAGE, MISUSE OR MISHANDLING; (IV) INCOMPATIBILITY WITH OTHER SOFTWARE OR HARDWARE, SUPPLIED BY THIRD PARTIES OR USED IN CONNECTION WITH THE PRODUCTS; (V) NON-COMPLIANCE WITH PRODUCT’S WRITTEN INSTRUCTIONS ON THE USER MANUAL; (VI) UNAUTHORIZED OR IMPROPER ALTERATION OR REPAIR; (VII) PRODUCT INSTALLATION, SERVICE, OPERATION, OR MAINTENANCE NOT PERFORMED IN STRICT COMPLIANCE WITH COMPANY’S PRINTED INSTRUCTIONS. ANY EVIDENCE OF AN ATTEMPT TO DISASSEMBLE OR REVERSE ENGINEER THE PRODUCTS WILL VOID THE WARRANTY. IN ADDITION, COMPANY WARRANTY OBLIGATIONS AND RESPONSIBILITY WILL NOT APPLY TO THE EXTENT THAT ANY DEFECT TO THE PRODUCT ARISES FROM THE PRODUCT’S COMPLIANCE WITH SPECIFICATIONS REQUIREMENTS PROVIDED BY PURCHASER. COMPANY IS THE FINAL ARBITER OF THE PRESENCE OF FACTS THAT SUPPORT A CONCLUSION THAT THE WARRANTY IS VOIDED.

(b) SECTION 13 SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY COMPANY WITH RESPECT TO THE PRODUCTS, AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO COMPANY IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT COMPANY’S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR CUSTOMER’S USE OR PURPOSE. COMPANY’S TOTAL WARRANTY EXPENSE WITH RESPECT TO ANY PRODUCT IS LIMITED TO A MAXIMUM OF THE ORIGINAL PURCHASE PRICE OF THAT PRODUCT.

14. Limitation of Liability. The total liability of Company for all claims of any kind arising from or related to the formation, performance or breach of these Terms and Conditions, or any Products, will not exceed one hundred percent (100%) of the cumulative value of all invoices issued and paid under these Terms and Conditions over the last twelve (12) months preceding the claim. This limitation of liability is cumulative and not per incident (i.e., the existence of two or more claims will not enlarge this limit). In addition, Company will not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Purchaser’s customers for any of the foregoing types of damages.

14.1 Exceptions to Limitations. Nothing in these Terms and Conditions will limit or exclude the liability of the parties for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability which cannot be limited per law or per any applicable regulation.

15. Confidentiality. Purchaser will not disclose any confidential or proprietary information of Company, including, without limitation, any information regarding pricing of the Products or the other terms and conditions of sale of the Products to Purchaser, nor shall Purchaser use any such confidential or proprietary information other than in the course of performing its obligations hereunder. Company retains ownership of all of its confidential and proprietary information and all documentation containing such information. Upon request of Company, Purchaser shall immediately return any such confidential or proprietary information provided, including all copies made by Purchaser. In addition, Purchaser will not use any of Company’s trademarks, service marks or trade names without the express written consent of Company.

16. Termination; Suspension.

16.1 Purchaser may terminate these Terms and Conditions for cause if Company (i) becomes subject to an Insolvency Event, or (ii) commits a material breach of these Terms and Conditions which does not otherwise have a specified contractual remedy, provided that: (a) Purchaser will first provide Company with detailed written notice of the breach and of Purchaser’s intention to terminate the affected purchase order, and (b) Company will have failed, within sixty (60) days after receipt of the notice, to commence and diligently pursue cure of the breach.

16.2 If Purchaser terminates these Terms and Conditions pursuant to Section 16.1, Purchaser will pay Company for Products manufactured as of the date of termination. Company will deliver all such Products to Purchaser in accordance with the terms of these Terms and Conditions.

16.3 Company may suspend or terminate these Terms and Conditions immediately for cause if Purchaser (i) becomes subject to an Insolvency Event, (ii) materially breaches these Terms and Conditions, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions, (iii) is in non-compliance with the forecasting requirements of these Terms and Conditions (if applicable), (iv) cancels or changes any purchase order, or any part of a purchase order, or (c) refuses to accept delivery of any Products.

16.4 If Company terminates these Terms and Conditions pursuant to Section 16.3, Purchaser will (i) pay to Company the Price for all Product in accordance with purchase orders accepted under these Terms and Conditions and, as deemed applicable by Company, within the binding forecast (if applicable); and (ii) pay all reasonable expenses incurred by Company in connection with the development of the Products.

16.5 Purchaser will pay all reasonable expenses incurred by Company in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Company’s obligations will be extended for a period of time reasonably necessary to overcome the effects of any suspension.

17. Force Majeure. Company will not be held liable for any failure or delay in the performance of its obligations under these Terms and Conditions if such failure or delay is on account of causes beyond its control, including labour disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, acts of Governments (e.g., tariffs), industry level supply shock, or acts of God, in addition to any other events or circumstances not within the reasonable control of Company, whether similar or dissimilar to any of the foregoing, in which event Company will be excused from its obligations for the period of the delay and for a reasonable time thereafter. Company will use reasonable efforts to notify the Purchaser of the occurrence of such an event within a reasonable period of time of its occurrence. Additionally, Company will use reasonable efforts to limit the impact of the event of force majeure on its performance hereunder.

18. Notices. All notices provided hereunder shall be in writing, sent by express, registered or certified mail, return receipt requested, courier service or personal delivery, or electronic mail, and shall be effective upon receipt or refusal. Notices to Purchaser shall be sent to the address listed in the purchase order or other documentation to Company. Notices to Company shall be sent to:

Vantiva
ATTN: Legal Department
4855 Peachtree Industrial Blvd, Suite 200
Norcross, Georgia 30092

With a copy to: legal-notices@vantiva.com

19. Headings. The headings of the Sections hereof are for reference purposes only and will not affect the interpretation of any of the terms and conditions set forth herein.

20. Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms and Conditions.

21. Severance. If any provision of these Terms and Conditions is found to be void or unenforceable, the remainder of these Terms and Conditions will

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not be affected. The parties will endeavour to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

22. Entire Agreement; Amendments. These Terms and Conditions, along with Company's quotation, Order Acknowledgment, and any Appendices specifically incorporated herein by reference, represents the entire agreement between the parties (a) constitute the entire agreement of the parties covering the Products provided by Company to Purchaser, and (b) supersede all other written or oral agreements between the parties, except in the event of a Definitive Contract executed by the parties. Company and Purchaser may modify these Terms and Conditions, or the associated quotation, and/or Order Acknowledgment, only by an express written agreement signed by a duly authorized officer or representative of each of the parties. Appendix 2 contains specific additional terms applicable to the sale of set-top boxes with Google Deliverables.

23. No Partnership. Nothing in these Terms and Conditions creates or are deemed to create a partnership or joint venture or the relationship of principal and agent between the parties.

24. Assignment. Company may assign or novate its rights and obligations hereunder, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under these Terms and Conditions to any party without Purchaser's consent. Purchaser agrees to execute any documents that may be necessary to complete Company's assignment or novation. Company may subcontract portions of the work, so long as Company remains responsible for it. The delegation or assignment by Purchaser of any or all of its rights or obligations hereunder without Company's prior written consent (which consent cannot be unreasonably withheld) will be void.

25. Media. Notwithstanding any other provision, neither party can issue any announcement, press release or otherwise make any public statement regarding the existence or terms and conditions of these Terms and Conditions, nor use the other party's name in any advertising or promotional materials or publication or public statement of any kind, without such other party's prior written consent, which cannot be unreasonably withheld. Upon request of either party, the other party must cooperate in good faith to develop all public announcement materials as to the timing and contents of any such press release, public announcement, or communication.

26. Change in Ownership. Purchaser must notify Company immediately upon any change in ownership of more than fifty percent (50%) of Purchaser's voting rights or of any controlling interest in Purchaser. If Purchaser fails to do so or Company objects to the change, Company may (a) terminate any outstanding purchase orders, (b) require Purchaser to provide adequate

assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Company's Confidential Information.

27. Anti-Corruption and Economic Sanction Regulation.

27.1 Anti-Corruption and Anti-Bribery Compliance. Company and Purchaser represent and warrant that it respectively complies with all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and the French SAPIN II Act of 2016 (collectively "Anti-bribery Laws"), which prohibit offers or payment, or acceptance of anything of value, either directly or indirectly to anyone, including government officials, with corrupt intent to obtain or keep business or to secure any other improper commercial advantage. For the purposes of this clause, "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, Company and Purchaser represent and warrant it will respectively not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.

27.2 Economic Sanctions and Export Controls Compliance. Company and Purchaser represent and warrant that respectively it complies with applicable export control and trade sanction regulations, including those of the United States, United Kingdom, European Union, and its member states, such as the Republic of France (collectively referred to as "Trade Sanctions"). Company and Purchaser acknowledge that the counterparty is subject to Trade Sanctions regulations and represents, warrants and covenants that it will take no action or omit to take any action that would cause the counterparty, directly or indirectly, to violate Trade Sanctions.

28. Survival. All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of these Terms and Conditions or any purchase order placed hereunder will survive such cancellation, termination, or expiration.

29. Governing Law; Jurisdiction and Venue. These Terms and Conditions, and all matters arising from or related to them, shall be governed by and construed in accordance with the Governing Law specified for the Company's Entity as detailed in Appendix 1 hereto, without regard to any choice of law rules or principles. The Purchaser expressly consents to the personal jurisdiction of the state and federal courts specified in Appendix 1 hereto, and waives any objection to the exercise of personal jurisdiction by these courts. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

30. Signature. Neither Purchaser nor Company are required to sign these Terms and Conditions.

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Appendix 1

COMPANY'S ENTITY	GOVERNING LAW	JURISDICTION AND VENUE
Vantiva USA LLC	Georgia (U.S.)	Federal and State courts in Atlanta, Fulton County, Georgia (U.S.)
Vantiva Technologies Brasil Ltda.	Brazil	Federal and State courts in São Paulo, Brazil
Vantiva Technologies Canada Inc.	Ontario	Federal and State courts in Ontario, Canada
Vantiva Mexico, S.A. de C.V.	Mexico	Mexico City, Mexico
Vantiva Technologies SAS	France (E.U.)	Commercial Courts of Paris, France
Vantiva India Private Ltd	Tamil Nadu (India)	Courts located in Chennai, Tamil Nadu (India)
Vantiva Korea Yuhan Hoesa	Singapore	Courts located in Singapore
Vantiva Australia Pty Ltd	Singapore	Courts located in Singapore
Technicolor Japan K.K.	Singapore	Courts located in Singapore

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TERMS AND CONDITIONS OF SALE

Appendix 2 - ANDROID ADDENDUM

In addition to the other terms and conditions set out in these Terms and Conditions, the following terms and conditions shall apply to the Android TV and Google applications embedded in the Product.

I. Requirements

Purchaser acknowledges and agrees:

- a) that Company is required to and will inform Google Inc. and/or its relevant affiliated companies (“Google”) of the project with Purchaser as soon as possible;
- b) that the launch of Product is subject to approval from Google (Company will use its commercially reasonable efforts to obtain such approval) subject to 90-day prior written notice with relevant information relating to the Product subject to such request; such approval is subject to compliance with requirements relating to security update and “letter” version update of Android. Should Google object to such approval, Company will inform Purchaser accordingly and work with Google, with the support of Purchaser, where required, to obtain such approval.
- c) not to take any action that would prevent or hinder the Google Application End User license and Privacy terms to be available on the Products;
- d) that the Products shall comply with Google requirements (CTS and CDD) as notified to Purchaser;
 - o <https://source.android.com/compatibility/cdd>
 - o <https://source.android.com/compatibility/cts/>
- e) to comply with Android TV UI requirements which may be updated from time to time (if such requirements do not meet Purchaser’s business objectives, Purchaser and Company will contact Google to discuss a possible deviation);
 - <https://developer.android.com/develop/quality-guidelines/tv-app-quality.html>
 - <https://developer.android.com/training/tv/index.html>
 - <https://developer.android.com/training/tv/tif/tvinput.html>
 - <https://source.android.com/devices/tv/>
 - <https://android.googlesource.com/platform/packages/apps/TV/+android-live-tv>
- f) that the Product shall comply with the Google Application Order Requirements, as set forth in GSM Requirements as identified by Company (access being confidential and subject to Google prior approval not to be unreasonably withheld or delayed);
- g) that the Product shall comply with the remote-control requirements set forth in the GSM Requirements as identified by Company (access being confidential and subject to Google prior approval not to be unreasonably withheld or delayed);
- h) that if the product can support Google Hotwords functionality, the Product shall implement it according to applicable Google GSM Requirements, but Google Hotword engine shall be used only in relation to Google Hotwords, and it shall directly launch Google Search (unless expressly approved otherwise by Google);
- i) to allow and in no event prevent Company to update versions of Google Applications, within a reasonable time period, not exceeding 60 days after the version of Google Applications is made available by Google and provided the update will not interfere with, disrupt or cause any services provided over the Product to cease operating;
- j) for each new Android platform, to allow the release as an over-the-air auto-update within a reasonable time period not exceeding 90 days of the Android platform release date, provided that the Product has been launched less than three (3) years and complies with the latest Android CDD as notified to Purchaser;
- k) that it will install, or, where applicable, allow Google auto update of Google-provided security patch on a Product such that all Common Vulnerabilities and Exposures (“CVE”) posted by Google on its security support web site designated for its android partners (as may be updated from time to time) for the date of the update are fixed by Google, unless otherwise approved by Google in writing.
- l) to comply, where applicable, with reasonable territory related requirements and conditions as identified by Company (access being confidential and subject to Google prior approval not to be unreasonably withheld or delayed).
- m) that the Product’s functionality allowing to determine location on the availability of cell tower and Wi-Fi access points shall be turned off by default and that the product shall not prevent the display of appropriate notice to end user for consent to use the Google’s Android feature used to determine location based on the availability of cell tower and Wi-Fi access points (Network Location Provider) as provided by Google;
- n) to not prevent Google from accessing and using reasonable aggregate information about usage of the Products in order to improve end user experience of Android TV, provided that such access and use is consistent with each party’s data privacy policies, and that no personally identifiable information (PII) is provided; and
- o) that the Product shall display Google’s Trademark(s) (of which Google will determine in its sole discretion) on the initial screen during the Product “boot”;
- p) to comply with Google Mobile Branding Guidelines or similar guidelines applicable to Android TV platforms as identified and provided by Company (access to some parts could be confidential and subject to Google prior approval: <https://developer.android.com/distribute/marketing-tools/brand-guidelines.html>);
- q) should Purchaser wish to have Company providing a customized launcher, Purchaser hereby acknowledges and agrees to comply and not prevent Company to comply with the Operator Tier Requirements:
https://docs.google.com/document/d/1BSI4ByPsTfcqP-WrWt7QSIY1OEJ_L20GG4uwCt3LCOM/edit
(NB: if the information is not available, please contact Company).

Google is a third-party beneficiary to this Addendum and may update the requirements from time to time. Company will inform Purchaser of such change. Purchaser and Company will discuss integration of such new requirements or restrictions in good faith. Should Purchaser object to such new material requirements or restrictions or any change, Company will inform Google accordingly and organize discussions with Purchaser and Google.

II. Restrictions

Purchaser shall not:

- Re-distribute the Product in other territories than the territory/ies authorized by Company in writing;
- modify, disassemble, de-compile, or otherwise reverse engineer the Product’s software (including without limitation Android TV, Google Applications) or seek to obtain the underlying source code or algorithms;
- serve or otherwise place any advertisements or offer, download, or install any additional products or software which would prevent or otherwise affect the launch process of a Google Application;
- violate applicable privacy laws relevant to the Applications end user in the territory; and
- mark the Products or its packaging or otherwise or advertise the Product in a manner that may create the impression that Google is the manufacturer of the Product.

III. Warranty and Liability

To the extent permitted by law, Purchaser acknowledges and agrees that Company does not convey or otherwise provide any warranty or representation of any kind on behalf of Google, nor on any of the Android TV and Google deliverables including Android TV, Google applications, Google Play store and any other content (such as without limitation software, video, music or other contents made available on Google Play store or elsewhere).

To the extent permitted by law, Purchaser ACKNOWLEDGES AND AGREES THAT COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT RELATING TO ANDROID TV, GOOGLE APPLICATIONS, AND ANY DELIVERABLE, CONTENT OR MATERIAL AVAILABLE ON GOOGLE PLAY STORE OR ANY OTHER STORE OR PLACEMENT.

Company notifies that, without derogating, to the extent commercially reasonable, from any of Company’s obligations and Partner’s rights, Google makes no commitment to continue development and maintain Android TV and Android applications, including but not only pre-embedded applications.