

SUPPLY OF SERVICES CONTRACT: OTT LIVE EVENT (“Contract”)

1. This Contract is entered into between:
 - A. Red Bee Media B.V., a company incorporated under Dutch law, registered with the Chamber of Commerce under number 69880379, residing in Hilversum at Koos Postemalaan 2, NL-1217 ZC, The Netherlands (“**Red Bee**”); and
 - B. the company on whose behalf the online registration process has been completed (the “**Customer**”).
2. This Contract comprises the following the Conditions; and the Schedules
3. By completing the online registration process and clicking on the “Accept” button as part of that registration process, the Customer hereby agrees that the provision of the Services by Red Bee shall be governed by this Contract and the Customer agrees to be bound by this Contract.
4. The Services provided under this Contract are intended for use by incorporated organisations and businesses only and are not intended for use by any individual. An individual is not permitted to avail themselves of the Services and any attempt by an individual to enter into a Contract with Red Bee by completion of the online registration process shall be deemed to be void and unenforceable.
5. The individual completing the online registration process hereby warrants that they are duly authorised to enter into this Contract on behalf of Customer and to legally bind Customer to those obligations and liabilities contained in this Contract. Completion of the online registration process by an individual who is not an authorised signatory of the Customer on whose behalf that individual has completed the online registration process, shall not prevent the enforcement of the terms of this Contract by Red Bee against Customer, including the obligations and liabilities imposed upon Customer by this Contract.

CONDITIONS

1. Interpretation and Definitions:

Acceptable Use Policy: Red Bee's Acceptable Use Policy set out at <https://redbee.live/docs/Legal/AUP/>, as amended from time to time;

Applicable Laws: all laws, rules, regulations, codes of practice, governance or guidelines or other requirements of regulatory authorities, as amended from time to time.

Charges: means the charges payable by the Customer for the supply of the Services by Red Bee, as set out in Schedule 2.

Commencement Date: the date the Customer clicks on the "Accept" button included in Red Bee's online registration procedure.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 12 (General) (inclusive).

Contract: this Contract between the Customer and Red Bee for the supply of the Services in accordance with these Conditions and any Schedules.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **Controls, Controlled** and the expression **change of Control** shall be construed accordingly.

Customer IPR: all Intellectual Property Rights subsisting in the Customer Materials.

Customer Materials: all audio and/or visual materials, content, programming, assets, media material, data and other materials supplied by the Customer to Red Bee pursuant to this Contract.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time relating to personal data, including the EU General Data Protection Regulation (Regulation EU 2016/679, dated 27th April 2016) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

End User: any Subscriber and/or Viewer;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Payment Services Provider: any third party payment services provider engaged by Red Bee from time to time to collect the Charges on Red Bee's behalf.

Restricted Business: any of the categories of businesses and business practices which are identified on the “Restricted Business” list set out at: <https://stripe.com/en-nl/restricted-businesses>, or any other business or business practice which Red Bee or any Payment Services Provider may designate as a prohibited or restricted business from time to time.

Services: means the OTT Live Event and VOD services more particularly described in Schedule 1.

Service Month: in respect of the first month of service, refers to the period of time from the Commencement Date up to 00:00 of the same date of the calendar month immediately following the Commencement Date and thereafter refers to each recurring monthly period between that date and the same date in the following calendar month. (For example, where the Commencement Date falls on the 15th January the first Service Month will end at 00.00 on the 15th February, when the next Service Month commences at ends at 00.00 on the 15th March).

Subscriber: any individual who is authorised by Customer (whether via a registration process or otherwise) to access and view Customer Materials which are made available via the Service and is charged a subscription fee (whether one-off or recurring) or other charges by Customer in connection with such access and viewing.

Red Bee IPRs: all Intellectual Property Rights subsisting in Red Bee Materials excluding any Customer Materials incorporated in them.

Red Bee Materials: all hardware, software, tools, applications, APIs, data, documents, products and materials developed by or for (or otherwise used by) Red Bee in providing the Services.

Viewer: any individual who is authorised by Customer to access and view the Customer Materials on a free-to-view basis, without any requirement to register, subscribe or pay to access and view any of the Customer Materials.

Interpretation: A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to **writing** or **written** includes and email. A reference to this Contract or a document referred to in this Contract is a reference to this Contract or such document as varied or novated (other than in breach of this Contract) from time to time. A reference to clauses and Schedules are to clauses and Schedules of this Contract and references to paragraphs are references to paragraphs of the relevant Schedule.

2 Commencement and term. This Contract shall commence on the Commencement Date and shall continue until terminated by either party in accordance with Clause 9 (the “**Term**”).

3 Supply of Services.

3.1 Red Bee shall supply the Services to the Customer from the Commencement Date in accordance with this Contract. The Service does not include any procurement or provision of audio and/or visual media content by Red Bee. Red Bee shall take reasonable care of all

Customer Materials in its possession and delete all copies of the Customer Materials within a reasonable period after termination of this Contract. Notwithstanding the foregoing, Red Bee shall have no liability to Customer in relation to any deleted or damaged Customer Materials and shall not have any liability to recreate any Customer Materials if so deleted or damaged.

- 3.2 Red Bee may at any time withhold or suspend the Services, or remove or delete any Customer Materials from its systems, without notice and without liability to Customer if:
- (a) (in its sole discretion) it reasonably suspects any of the Customer Materials to be unlawful, otherwise inappropriate or contrary to the Acceptable Use Policy, or Customer is otherwise in breach of the Acceptable Use Policy, or is a Restricted Business;
 - (b) Red Bee receives or is threatened with any third party claim, complaint or other notice about any of the Customer Materials;
 - (c) it reasonably suspects any of the Customer Materials infringe third party Intellectual Property Rights or any other rights; or
 - (d) as necessary to comply with any order, instruction or request by any court or other competent authority having relevant jurisdiction, or any Applicable Laws.
- 3.3 If Red Bee's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Red Bee shall: (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; (b) be entitled to payment of the Charges despite any such prevention or delay; and (c) be entitled to recover any additional costs, charges or losses Red Bee sustains or incurs that arise directly or indirectly from such prevention or delay.
- 3.4 Red Bee shall only be liable to provide the Services up to the outgoing Point of Demarcation, as more fully described in Schedule 1.
- 3.5 Red Bee may at any time, and reserves the right to, withhold, refuse to supply or suspend the provision of Services for any reason and at any time.
- 3.6 Nothing in this Contract is intended to guarantee or warrant Red Bee that the provision of the Services will be uninterrupted or error free and Red Bee hereby disclaims all damages and liabilities that Customer may incur arising from or connected to a Customer's or any End User's ability or otherwise to access the Customer Materials or utilise any part of the Services.

4 Customer obligations.

- 4.1 Customer shall at all times comply with all the obligations set out in this Clause 4.
- 4.2 The Customer:
- (e) shall co-operate with Red Bee in all matters relating to the Service;

- (f) shall ensure that its networks and systems comply with the relevant specifications required in order for the Customer to utilise the Service and any other requirements stipulated by Red Bee from time to time;
- (g) shall ensure that all information provided at the time of completion of the online registration process is, and remains, complete and accurate (including all contact details) and to further provide, in a timely manner, such complete and accurate information as Red Bee may reasonably require (including as required under Schedule 1); and
- (h) shall ensure that Customer Materials are made available to Red Bee, or uploaded by Customer in a timely manner and in compliance with all requirements set out in Schedule 1.
- (i) shall obtain and maintain all necessary licences, permits and consents (and at all times comply with all Applicable Laws) as required to enable Red Bee to use (at no cost to Red Bee) the Customer Materials to provide the Services.
- (j) acknowledges it is solely liable to pay all fees, charges, levies and/or royalties due to any third party (including collecting societies and any other relevant body or authority) for the distribution, transmission, broadcast or any other use of any part of the Customer Materials by Red Bee when providing the Services to Customer or any End User. (including, but not limited to: MPEG-LA licences, MS Playready, Apple Fairplay certificates). Further, Red Bee shall not be liable for any loss, claim or damage incurred by the Customer as a result of a failure to pay such fees, levies or royalties, where applicable;
- (k) acknowledges that for all regulatory purposes (including the Audiovisual Media Services Directive 2010/13/EU, and any amendments thereto, including Directive 2018/1808) and in respect of any other Applicable Law, classification regime, government mandate or any other purposes, as between the parties the Customer shall at all times be deemed to be the broadcaster or distributor of, and has sole editorial responsibility for, all Customer Materials. In no event shall Red Bee be liable for any obligations imposed on the Customer as a broadcaster or distributor of the Customer Materials and Customer remains liable under all Applicable Laws for the Customer Materials, the classification and review thereof, and for any and all loss, claims, fines, charges or damages which may be incurred in connection with the Customer Materials.
- (l) shall obtain and maintain all governmental and other applicable authority approvals, permits, certificates and registrations applicable for its business operations and its responsibilities under this Contract (including in connection with the transmission, publication and distribution of the Customer Materials to the public and End Users.
- (m) shall not during the Term conduct any Restricted Business or any business with which Red Bee is prohibited by from transacting under Applicable Laws

(including any business which is on a government sanctions list in any applicable jurisdiction) (

- (n) shall at all times adhere to Red Bee's Privacy Policy located at: <https://www.ericsson.com/en/legal/privacy>, as amended from time to time;
- (o) shall at all times adhere to Red Bee's Acceptable Use Policy; and
- (p) shall procure that each End User's access to the product of the Services is in accordance with the terms of this Contract. Additionally, Customer shall ensure that terms of use (including, where applicable, a privacy policy and a cookie policy) are agreed between the Customer and each End User which contain (as a minimum) terms equivalent to Red Bee's Privacy Policy and the Acceptable Use Policy. For the avoidance of doubt, Customer hereby acknowledges that Red Bee shall have no liability to Customer or any End User in respect of the Customer's or any End User's access to the product of the Services, or any of the Customer Materials made available to any End User or otherwise.

5 Intellectual property

- 5.1 Red Bee and its licensors shall retain ownership of all Red Bee IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 5.2 Subject to the Customer's compliance with this Contract and in consideration of the Charges, Red Bee grants to the Customer, a fully paid-up, worldwide, non-transferrable, non-exclusive, licence to access and use such of Red Bee IPRs as may be necessary solely for the purpose of receiving and using the Services in accordance with this Contract during the Term .
- 5.3 The Customer hereby grants Red Bee a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy, reproduce, use, store, modify, adapt, perform, distribute, communicate to the public and transmit the Customer Materials during the Term for the purpose of providing the Services to the Customer in accordance with this Contract.
- 5.4 The Customer shall indemnify Red Bee in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Red Bee arising out of or in connection with any claim brought against Red Bee, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, any breach of the Customer's obligations in clause 4 and of any Applicable Laws, arising out of, or in connection with, the collection, receipt or any other use of any of the Customer Materials in the performance of this Contract.
- 5.5 In relation to the indemnity at clause 5.4, Red Bee shall:
 - (a) notify the Customer in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 5.4 (the "**IPR Claim**");
 - (b) allow the Customer, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Customer shall obtain Red

Bee's prior approval of any settlement terms, such approval not to be unreasonably withheld;

- (c) provide the Customer with such reasonable assistance regarding the IPR Claim as is required by the Customer; and
- (d) not, without prior consultation with the Customer, make any admission relating to the IPR Claim or attempt to settle it, provided that the Customer considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of Red Bee into disrepute.

6 Change

- 6.1 Red Bee reserves the right to make any change to the Services for any reason without notice at any time Red Bee.
- 6.2 Red Bee reserves the right to update and change these Conditions by posting updates and changes on the OTT Live Event website. Customer is advised to check the OTT Live Event website from time to time for any updates or changes that may impact the Customer. Where Customer does not accept such changes, Customer may terminate this Contract in accordance with clause 9.

7. Charges and payment

- 7.1 In consideration for the provision of the Services, the Customer shall pay Red Bee the Charges in accordance with this clause 7 and Schedule 2.
- 7.2 Customer shall pay the Charges via credit card, and payment shall be administered by the Payment Services Provider.
- 7.3 By submitting its credit card details to the Payment Services Provider, the Customer hereby agrees to and authorises the Payment Services Provider to:
 - (a) charge the Customer's registered credit card, or any individual's credit card registered on behalf of the Customer during the registration process, for all Charges payable in accordance with this Contract, including all applicable taxes and levies; and
 - (b) collect, use, retain and disclose personal data in accordance with the Red Bee Privacy Policy and the Payment Services Provider's privacy policy set out at: <https://stripe.com/en-nl/privacy>), as amended from time to time.
- 7.4 Provision of the Services is conditional on the Customer accepting all terms and conditions of the Payment Services Provider which govern the on-line payment of the Charges. Customer acknowledges that Red Bee shall not be liable for any aspect of the service provided by the Payment Services Provider.
- 7.5 The Charges due for the first Service Month will be charged to the Customer's credit card on the Commencement Date. The Charges for each subsequent Service Month, as set out in Schedule 2, will be automatically deducted from Customer's credit card on a recurring, monthly basis at the commencement of each subsequent Service Month,

unless otherwise stated in Schedule 2. Any Charges incurred by the Customer for additional services or usage, shall be paid in accordance with Schedule 2.

- 7.6 All amounts payable by the Customer exclude value added tax (**VAT**), which the Customer shall additionally be liable to pay to Red Bee at the prevailing rate (if applicable).
- 7.7 Red Bee may increase the Charges at any time. Where Customer does not accept the increase to the Charges, the Customer may terminate this Contract in accordance with clause 9.
- 7.8 Where the Payment Services Provider is unable to process payment of any of the Charges using the credit card provided by Customer for any reason, Red Bee shall be entitled to immediately suspend provision of the Services or to terminate this Contract, at its sole discretion. Where Customer fails to pay any of the Charges by credit card, Red Bee shall issue an invoice to Customer for all outstanding amounts, including an administration fee of five (5) Euros, which amounts shall be due and payable in full within seven (7) days of the date of the invoice, free and clear of all withholding taxes and without any right of set-off, counterclaim or deduction.
- 7.9 Late payment of any amounts due under this Contract are subject to a late payment interest rate according to the Dutch legal interest ('wettelijke rente') on all amounts not paid on or before the due date. In addition, the Customer shall be responsible for any reasonable costs of recovery including legal fees.

8. Limitation of liability

- 8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in this Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; and (b) fraud or fraudulent misrepresentation.
- 8.3 Subject to clause 8.2, Red Bee's total liability to the Customer shall not exceed one hundred per cent (100%) of the total Charges actually paid by the Customer in the calendar month in which the breach occurred.
- 8.4 Subject to clause 8.2, Red Bee shall not be liable for the following types of loss: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect, punitive or consequential loss.
- 8.5 Unless the Customer notifies Red Bee that it intends to make a claim in respect of an event within the notice period, Red Bee shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three (3) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9. Termination

- 9.1 Customer may terminate this Contract at any time by submitting written notice to Red Bee. and this Contract shall terminate with effect from the end of the Service Month in which such notice is received by Red Bee, provided that the notice is received prior to 11.59pm (CET) on the last day of that Service Month. If the notice is received after such time, this Contract shall automatically renew for one further Service Month, and shall terminate automatically (without the need for further notice) at the end of that Service Month.
- 9.2 Red Bee may terminate this Contract at any time and for any reason, with immediate effect on notice to Customer.
- 9.3 Termination of this Contract for any reason shall not entitle Customer to any refund or reimbursement of any kind for any sums already paid, including any prepaid Charges or any unused Services or otherwise.
- 9.4 On termination of this Contract for whatever reason:
- (a) all outstanding Charges (including VAT and interest, if applicable) shall become immediately due and payable and the Payment Services Provider shall be entitled to deduct all outstanding Charges from Customer's credit card.
 - (b) the following clauses shall continue in force: clause a)(i)(A)(i)1 (Interpretation and Definitions), clause 5 (Intellectual Property), clause 8 (Limitation of Liability), clause 9 (Termination), clause 11 (Insurance), clause 12 (General); and
 - (c) termination or expiry of this Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

10. Data Protection

- 10.1 Each party will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Red Bee is the processor of any personal data processed pursuant to this Contract. Schedule 3 sets out the scope, nature and purpose of processing by Red Bee, the duration of the processing and the types of personal data and categories of data subject. Red Bee shall process the personal data on behalf of the Customer only, and only in accordance with the Data Processing Agreement attached at Schedule 3 (as may be updated by Red Bee from time to time).

11. **Insurance.** Each party shall maintain in force adequate insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Contract.
12. **General**
- 12.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 **Assignment and other dealings.** Customer shall not assign, transfer, charge, subcontract, sub-licence, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without Red Bee's prior written consent. Red Bee may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.
- 12.3 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time during this Contract, and for a period of two years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or Red Bees of the other party, except as permitted by this clause 12.3.
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - (ii) as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.
- 12.4 **Announcements** Customer shall not use Red Bee's name or trademarks without the prior written consent of Red Bee. Customer may not make any media release, public announcement, or other public disclosure relating to this Contract unless this is coordinated with and approved by Red Bee (except for any announcement required to meet legal or regulatory requirements beyond the reasonable control of the Customer). Customer hereby grants Red Bee a non-exclusive right and licence to use Customer's name, trademarks, service marks and logos in conjunction with any media release, public announcement, any publicity or other public disclosure about the Service.
- 12.5 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral,

relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

- 12.6 **Waiver.** A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.7 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
- 12.8 **Notices.** Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be: sent by email to the address specified by the Customer during the online registration process.

Any notice or communication shall be deemed to have been received when sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume and which means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt

- 12.9 **Governing law and jurisdiction.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of The Netherlands. Each party irrevocably agrees that the district court of Amsterdam shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Schedule 1

Service Description

The Services, as more particularly described in this schedule, comprise access to a Video On Demand streaming platform operated by Red Bee (the “**Platform**”), which enables the Customer to transmit and make available the Customer Materials to End Users via the internet in accordance with the terms of this Agreement, including the capability to broadcast Live Events. This Platform enables Customer Materials to be distributed via a web browser, with additional scope for distribution via a Customer operated application.

1. The **Red Bee Live Event Service** is made available in two operating models. As part of the completion of the online registration process for the Services, Customer will choose between the following two operating models:

Model A (Subscription Model) is based on the number of Subscribers to a Customer’s Video On Demand service that view Customer Materials. This is suitable where Subscribers are granted access to all Customer Materials made available for viewing by Subscribers. Model A allows for Customer Materials to be viewed by up to one hundred (100) Subscribers per Service Month, with additional charges for each additional Subscriber. The instant that the first frame of Customer Materials is displayed on the Subscriber’s screen shall be counted as one Subscriber view; the Customer Materials does not have to be viewed in full by a Subscriber.

Model B (Free to View Model) is based on the number of hours of Customer Materials viewed by Viewers. With Operating Model B, a total of five hundred (500) hours of Customer Materials can be viewed by any number of Viewers per Service Month, with additional charges payable per minute of additional Customer Materials made available for viewing by Customer.

Red Bee reserves the right to change the features of each Operating Model from time to time.

2. **Service Description – Additional Definitions and Abbreviations**

ABR	Adaptive Bit Rate, means encoding and packaging of video and audio in a number of different resolutions and bitrates, to minimize buffering for End Users.
API	Abbreviation of “Application Programming Interface”. An API is a set of functions and procedures allowing the creation of applications that access the features or data of the Live Event OTT service. An API is in general accessible through a public internet connection
Customer Managed Live Event	A Live Event managed and supported by Customer during transmission of the Live Event, with no support offered by Red Bee during transmission..

Customer Portal	Has the meaning set out in clause 3 of this Service Description
DRM	Digital Rights Management
HD	High Definition video
HLS	Http Live Streaming. Apple ABR packaging protocol.
Http	Hypertext Transfer Protocol
Live Event(s)	Means the live production and broadcast/ distribution of a programme or event such as a single sports match or news broadcast (e.g. a World Cup Final)
Red Bee Managed Live Event	A Live Event with support during transmission provided by Red Bee
MPEG-Dash	Dynamic adaptive streaming over Http. Android ABR packaging protocol
MPEGoIP	MPEG Over Internet Protocol. Means delivery of MPEG encoded events and channels via MPEG TS over IP.
Operating Model	Each of Operating Models A and B set out in clause 1 of this Services Description
OTT	Abbreviation of “Over-The-Top”, which means transforming and processing of video and audio content for broadcast/ distribution over the public internet via a web browser or application.
Point of Demarcation	Means those points of demarcation, described in clause 5 of this Schedule
SMS	Subscriber Management System, as described in clause 4.12 of this Schedule
TS	Transport Stream
VCMS	Video Content Management System
VOD/ Video on Demand	Programming based on Customer Material accessible by Customers’ end-users that End Users can play, pause, rewind/fast forward/seek at any time.

3. Service description

3.1. The Service differs slightly for each Operating Model, but each of the Operating Models includes the provision of the following core video hosting and streaming features (including the bandwidth and storage capabilities stated at the time of purchase):

3.2. Customer Materials Ingest and Transcoding

Live Event Ingest and Transcoding

Ingest

The Customer shall make the Live Event broadcast source feed available to Red Bee via the public internet at Point of Demarcation 1 (as further described below). The Live Event broadcast feed should not be encrypted and must comply with the following supported ingest format:

Ingest Protocol	Video Codecs	Audio Codecs
RTMP	MPEG-2 H.264	AAC

Prior to ingest, and at the time of scheduling the Live Event, the Customer can select to make Live Events available as regular VOD after the Live Event has ended by selecting the “Live2VOD” feature in the Customer Portal at the time of scheduling the Live Event. If Customer does not make such selection, the Live Event will not be stored by RED BEE.

Transcoding

The ingested Live Event will be transcoded to HD1080, with 25 frames per second using RED BEE’s default ABR profiles.

Duration of Live Events and Support

Customer Managed Live Event

Customer Portal gives Customer the option for a Customer Managed Live Event. This option allows the Customer to upload and monitor the transmission of a Live Event through the Customer Portal.

Eight (8) hours of Customer Managed Live Event per month is included in the standard monthly Charges for each Operating Model.

For a Customer Managed Live Event, Red Bee will offer no support to the Customer during the transmission of the Live Event.

Red Bee Managed Live Event

Where Customer elects for, and pays the additional Charges applicable to a Red Bee Managed Live Event, the support provided by Red Bee shall include the following:

Thirty (30) minutes prior to the broadcast of the Live Event, and during transmission of the Live Event, the Customer has access to Red Bee support engineers by email and chat to answer questions relating to:

- setting up the Live Event;
- receipt of the Live Event's broadcast source feed to Point of Demarcation 1; and
- any technical questions related to the Live Event OTT Service.

Where any Customer Managed Live Event or Red Bee Managed Live Event exceeds eight (8) hours, this will be considered an additional Live Event and an additional fee will be charged, as set out in the Charges schedule.

The Customer is responsible for providing support to its End Users.

Additional Red Bee Managed Live Events and Customer Managed Live Events can be ordered via the Customer Portal.

VOD Ingest, Transcoding and Storage

Ingest

Customer shall be solely responsible for upload and ingest of all Customer Material required for the broadcast of the VOD programming at Point of Demarcation 2 and in the formats specified in the Customer Portal at the time of ingest.

The Customer may ingest up to five (5) hours of VOD content per month. Where Customer wishes to ingest more than five (5) hours of VOD content, additional charges are payable per hour of VOD content to be ingested. Additional ingest of VOD content shall be ordered through the Customer Portal.

Transcoding

Ingested VOD content, assets and media material will be transcoded into the output format HD1080, with 25 frames per second using Red Bee's default ABR profiles. VOD content will then be made available to End Users for viewing upon completion of the transcoding process and published according to time periods set out in the metadata provided by the Customer. Ingested original VOD content, assets and media material will be stored for the duration of transcoding to ABR profiles. After successful transcoding, the original VOD content, assets and media material will be erased from the ingest process, but will continue to be available for viewing by End Users in its transcoded format. Red Bee is not responsible for the loss of any original Customer Materials.

Storage and Deletion

All ingested VOD Customer Materials, or Live Event Customer Materials for which Customer has selected to be available as VOD (Live2VOD) shall be stored in its transcoded format as detailed in this Services Description.

At termination Red Bee will erase all Customer Materials.

Customer can assign a deletion date for any or all of the Customer Materials. After the deletion date has passed, it will be erased and metadata will be marked as deleted in the Video Content Management System (VCMS).

All Customer Materials will be transmitted in the quality that it is received from Customer; Red Bee will not perform any quality check of any Customer Materials.

Inclusions and exclusions

A total of one hundred (100) hours of VOD storage per month are included in each Operating Model. VOD storage exceeding one hundred (100) hours will be charged per hour. The VOD storage hours are measured and charged for on a per day storage basis.

Unused monthly VOD hours are not transferable to the next month.

3.3. Origin packaging of Live Events and VOD Content and DRM Protection

Customer Materials will be transmitted in different resolutions and bit rates to provide the optimal viewing quality to End Users, as selected by Red Bee. Packaging (delivery of the Customer Materials) is undertaken as the Customer Materials is transmitted and distributed to End User “Just-in-time” in MPEG-DASH and HLS formats.

Customer can choose to protect Customer Material with DRM protection. DRM protection is activated and enabled by the Customer in the Customer Portal when ordering a Live Event.

3.4. Content Delivery Network

Red Bee uses one or more Content Delivery Networks to deliver the Services. A Content Delivery Network is a system of distributed servers (networks) that download from the internet, store and deliver Customer Materials to a user, based on the geographic location of the end user, the origin of the Customer Materials and the Content Delivery Network. Content Delivery Networks also provide protection from large surges in traffic. Red Bee chooses the number of CDNs at its sole discretion.

3.5. Video Content Management System

The VCMS provides functions for the Customer to manage Customer Materials, including:

- Manual ingest of VOD assets, and other Customer Material;
- Adding, updating and deletion of VOD metadata; and
- defining availability of Customer Materials.

All functions of the VCMS are accessible through the Customer Portal.

3.6. Video Analytics, Quality of end-user experience reporting and consumer insights

The Service constantly collects data from various sources, such as End User's devices during playback (provided that the End User devices are capable of sending relevant analytics data), SMS, CDN and data centers. This data is aggregated and made available to the Customer in reports and dashboards in the Customer Portal.

3.7. **Multilingual**

The VCMS provides functions to insert, update, and retrieve metadata, subtitles and audio tracks for Customer Materials in multiple languages.

3.8. **Recommendation Engine**

The Service includes a recommendation engine, which enables the Customer to recommend other Customer Materials and further personalise the End User's experience.

3.9. **Presentation Management Tool**

Whilst the Customer Materials is transmitted via a web browser (or an application, if this optional feature is purchased by the Customer) the Service includes a tool that allows the Customer to customise the experience of its End Users and for the appearance of the Service to conform with the Customer's preferred presentation style (the "Presentation Management Tool"). Using the Presentation Management Tool, the Customer can adjust certain elements of the Service, including: branding with logos, colours, look, presentation and placement of Customer Materials.

When Customer Materials is transmitted using the Customer's preferred presentation style, this function allows for the inclusion of the Customer's privacy policy, cookie policy and website terms and conditions, as such documents and terms apply to the Customer's End Users' access to the Customer Materials. Red Bee disclaims all liability in connection with the wording, application and enforceability of any such privacy policy, cookie policy and website terms and conditions displayed by the Customer.

3.10. **Broadcast/ Transition via an application**

RED BEE aims to provide a similar End User experience on all supported devices, subject to the requirements of those devices, and within the device specific design guide-lines and capabilities of Android tablets and smartphones, iOS tablets and smartphones.

Customer acknowledges that it is solely responsible for updating its applications in Apple's App Store and Google's PlayStore (as applicable)

3.11. **Subscriber Management System**

The Customer Portal includes the SMS function, which enables management of Subscriber accounts. Accounts can be created and updated by the Customer through the Customer Portal.

3.12. **Operating Model B - Product and Offer Management.**

The Customer Portal includes a product and offer management function, enabling the Customer to control how Customer Materials is accessed by End Users. Access to Customer Materials can be limited to certain End Users or anonymous play back can be allowed.

3.13. **Additional support upon request**

Assistance with troubleshooting for failures not caused by Red Bee or (where available) other support requests outside of the included Service scope can be requested by email. Where Red Bee is able to provide support, this will be charged in accordance with those rates set out in the Charges schedule.

3.14. **Changes of Service and Continuous software updates**

New software releases are continuously deployed during normal operation and without affecting the Service. This is undertaken by employing rolling updates, in which multiple hosts handling the traffic for a specific service component are taken out of service, updated, and placed back into service in a sequential order, thus avoiding outage of the specific service component.

In its sole discretion, Red Bee will perform changes and updates as part of its continuous improvements in methodology, design, deployment, manufacturing or security.

Where amendments to the Service are required to prevent any attack on the Service (e.g. DDoS or likewise), Red Bee has the right to take any action at any time, as deemed necessary by Red Bee in its sole discretion. There is a possibility that such action may impact the Service delivery. Red Bee will inform the Customer as soon reasonably possible after such an action has been taken.

4. **Customer Portal**

The Customer is able to manage some elements of the delivery of the Services by Red Bee to the Customer through a web-based application in Red Bee's IT environment (the "**Customer Portal**"). Customer will be notified of the location and access requirements of the Customer Portal separately.

The Customer Portal allows a Customer to:

- manage access to and availability of Customer Materials uploaded by a Customer;
- order additional usage and optional features;
- access and use the Presentation Management Tool;

The availability of certain functions and features within the Customer Portal depends on the Operating Model chosen by a Customer.

The Customer is responsible for administering access to the Customer Portal by Customer's employees to any Customer Materials uploaded via the Customer Portal.

5. **Points Of Demarcation**

This section describes each access or connection point in terms of physical location and/or connectivity interfaces.

5.1. Point Of Demarcation 1: Incoming Live Event Feeds

The Customer shall upload all Live Event broadcast source feeds at Point of Demarcation 1, the location of which will be the IP address provided by Red Bee in the Customer Portal when Customer places an order for the transmission of a Live Event.

5.2. Point Of Demarcation 2: Incoming VOD content

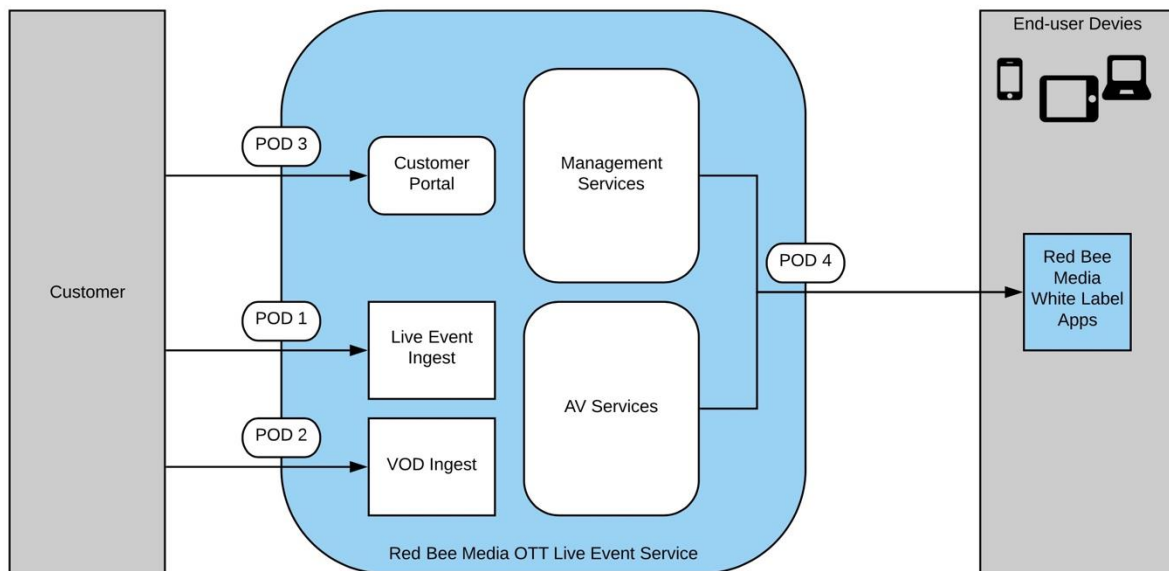
The Customer shall upload all VOD content, assets, media material and associated subtitle files, additional audio files and poster art at the designated section of the Customer Portal.

Upload of the VOD content into the Customer Portal requires the Customer to use the graphic user interface in the Customer Portal to specify the source location of the VOD content and materials, which, upon instruction by the Customer, VOD content shall be ingested into Point of Demarcation 2.

5.3. Point Of Demarcation 3: Delivery of Services

Red Bee will transmit Customer Materials to one or more CDNs in order to cater for large amounts of concurrent streaming requests, which can then be accessed by the Customer and its End Users. Point Of Demarcation 3 is the 'point of presence' of the relevant CDN.

5.4. The architecture of the Red Bee platform, including its Points of Demarcation, is as set out below:



6. Exclusions/ Customer's responsibilities

Customer shall be solely responsible for:

- Providing and managing in the Customer Portal all that Customer Material to be made available via the Services, including access to and presentation of Customer Materials to End Users;
- Providing support to the Customer's end-users;
- Managing all End User accounts, subscriptions and permissions for accessing Customer Materials by using the Customer Portal;
- Removing any Customer Materials from the Customer Portal when no longer required.

Red Bee shall in no way be responsible for any issues related to access to the Customer Materials by the Customer's End Users.

Schedule 2

1. Charges

1.1. Operating Model A - Charges

Operating Model A is based on the number of Subscribers viewing Customer Materials and therefore applicable to Subscriber Video On Demand services.

The standard monthly fee for Model A is 500 Euros per month which includes the following:

- Eight (8) hours of Customer Managed Live Event per Service Month;
- Access for up to one hundred (100) Subscribers, with additional Subscribers in any Service Month subject to an additional fee, as set out in clause 1.3, below;
- Five (5) hours of VOD ingest per month;
- One hundred (100) hours of VOD storage per Service Month;
- Eight (8) hours of Live2VOD per Service Month;
- DRM protection;
- Distribution of the Customer Materials via a web browser (distribution via a Customer application incurs additional fees, as set out below).

Where a Customer requires any additional usage in excess of that included in the standard monthly Charge for Operating Model A, or any additional features, these will be charged in accordance with the table set out in clause 1.3 of this Schedule, below.

1.2. Operating Model B - Charges

Operating Model B is based on the number of hours of Customer Materials viewed by Viewers, and therefore suited to Video on Demand made available without a subscription.

The standard monthly fee for Operating Model B of 500 Euros includes the following:

- Eight (8) hours of Customer Managed Live Event per Service Month;
- Up to five hundred (500) hours of total Customer Materials made available for viewing per Service Month, with any additional hours of Customer Materials made available for viewing subject to an additional fee, as set out in clause 1.3, below;
- Five (5) hours of VOD ingest per Service Month;
- One hundred (100) hours of VOD storage per Service Month;
- Eight (8) hours of Live2VOD per Service Month;
- DRM protection;
- Distribution of the Customer Materials via a web browser (distribution via a Customer application incurs additional fees, as set out below).

Where a Customer requires any additional usage in excess of that included in the standard monthly fee for Operating Model B, or any additional features, these will be charged in accordance with the table set out in clause 1.3, below.

1.3. Optional Features and Additional Usage Charges

Optional features

One off set up charge for distribution via Android Tablet and Smart Phone applications	500 EUR
One off set up charge for distribution via iOS Tablet and Smart Phone applications	500 EUR

Additional Usage

Red Bee Managed Live Event (up to 8 hours per Live Event)	350 EUR
Additional hours of Customer Managed Live Event in excess of 8 hours (all managed by Customer), per hour	15 EUR
Additional VOD ingest per hour	15 EUR
Additional VOD storage per hour	0.30 EUR
Additional Live2VOD per hour	3.43 EUR
For Operating Model A, exceeding 100, but not more than 999, Subscribers and per additional Subscriber viewing Customer Materials	2 EUR
For Operating Model A, exceeding 1000 Subscribers and per additional Subscriber viewing Customer Materials	1 EUR
For Operating Model B, exceeding 500 hours and per minute of additional Customer Materials	0.002 EUR

Additional Support

The hourly charge for additional support, where Red Bee is able to provide such support, shall be: 150 Euros per hour. Additional support will only be available between 09 am-17pm CET, unless otherwise agreed.

2. Payment Schedule

2.1. Optional Features and Additional Usage Charges

Optional Features and set up of the applications will be charged upon ordering. Additional Live Events will be charged upon ordering.

All other additional charges for additional usage set out in clause 1.3 of this Schedule 2 will be charged monthly in arrears together with the standard monthly Charges set out in Clauses 1.1 and 1.2 of this Schedule 2.

Where the costs of additional usage (not including additional Live Events) reaches five hundred (500) EUR it will be charged separately at the time it occurs.

SCHEDULE 3

DATA PROCESSING AGREEMENT

1. SCOPE, STRUCTURE AND DEFINITIONS

- 1.1. Red Bee and Customer have entered into this Contract under which Red Bee will process personal data in accordance with personal data protection legislation or regulations in the European Economic Area, to the extent that Red Bee qualifies as a data processor under clause 28 of GDPR.
- 1.2. This Data Processing Agreement with its Annexes sets out the terms on which Red Bee processes personal data on Customer's behalf under this Contract.

Annex 1 Description of the Processing of Personal Data

Annex 2 Technical and Organizational Security Measures

Annex 3 EU Model Clauses

- 1.3. Terms used in this Appendix that are not specifically defined here or in this Contract have the meaning in EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ('**EU GDPR**') or any applicable EU Member State data protection provisions under EU GDPR.

2. GENERAL DATA PROCESSING PROVISIONS

- 2.1. Annex 1 contains details of the processing of personal data to be carried out, including specific details and provisions of this Contract.
- 2.2. Red Bee and Customer will obtain and maintain all necessary permissions under applicable law that each party must hold for processing content (including personal data) and to perform their responsibilities under the Contract. Customer will if necessary obtain consents from, or make all necessary notifications to, any End User to allow Red Bee to lawfully process content (including personal data) in performing its obligations under the Contract. Customer is the sole data controller for any personal data included in any content and appoints Red Bee as data processor under applicable data protection law.
- 2.3. Red Bee and its affiliates may collect, copy and use data collected in accordance with the Contract for (a) normal operation and support of the product or service provided in the Contract; and (b) compiling and analysing such data in an aggregated and anonymised format, to prepare Red Bee reports, analysis or other work resulting from such compilation and analysis.

3. RED BEE SPECIFIC PROCESSING UNDERTAKINGS

- 3.1. Red Bee will:
 - a) only process the personal data on written instructions from Customer, such instructions being those agreed in the Contract and under this appendix, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by European Union or EU Member State law to which Red Bee is subject; in such a case, Red Bee shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

- b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required pursuant to clause 5 of this Schedule 3 (and referred to in Article 32 of the EU GDPR);
- d) respect the conditions referred to in Article 28.2 and 28.4 of the EU GDPR for engaging another processor;
- e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in applicable law;
- f) assist Customer in ensuring compliance with the obligations pursuant to Applicable Laws, taking into account the nature of processing and the information available to Red Bee as the processor;
- g) at the choice of Customer, delete or return all the personal data to Customer after the end of the provision of the activity under the Contract if not earlier deleted by Red Bee, and delete existing copies unless European Union or EU Member State law, court or authority requires storage of the personal data;
- h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this clause 3 of Schedule 3 and allow for, and contribute to, audits, including inspections, conducted by Customer or another auditor mandated by Customer;
- i) immediately inform Customer if, in its opinion, an instruction from Customer infringes the EU GDPR or other applicable European Union or EU Member State data protection provisions; and
- j) carry out the record of the relevant processing activities as required under Article 30(2) of the EU GDPR.

4. CUSTOMER SPECIFIC UNDERTAKINGS

4.1. Customer will:

- a) ensure that there is a legal ground for processing the personal data covered by this Contract, including that any data subject consent is specific, informed and unambiguous, and, where applicable, explicit;
- b) ensure that the data subjects have received sufficient information or prior consultation regarding the processing as required by the EU GDPR;
- c) promptly inform Red Bee of any erroneous, rectified or updated personal data subject to Red Bee's processing, as well as if any such data is to be deleted;
- d) in a timely manner, provide Red Bee with lawful and documented instructions regarding Red Bee's processing of personal data
- e) provide the detailed information within its control that is required in Annex 1 (Description of the processing of Personal Data);
- f) provide Red Bee with the relevant data protection impact assessment for the processing activities that Red Bee is to carry out, in accordance with Article 35 of the EU GDPR; and

- g) act as the data subject's sole point of contact.

5. SECURITY OF PROCESSING UNDERTAKINGS

- 5.1. Annex 2 of this Schedule 3 contains the details of the specific agreed security measures that Red Bee undertakes to perform in relation to the Contract. In addition, Red Bee and Customer agree to the following general security undertakings.
- 5.2. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and Red Bee will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including *inter alia* as appropriate:
 - a) the pseudonymisation and encryption of personal data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
 - e) In assessing the appropriate level of security, account will be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
 - f) Customer and Red Bee will take steps to ensure that any natural person acting under the authority of Customer or Red Bee who has access to personal data does not process them except on instructions from Customer, unless he or she is required to do so by European Union or EU Member State law.
 - g) Red Bee will notify Customer in writing or other agreed or reasonable method without undue delay after becoming aware of a personal data breach. In addition, Red Bee will use reasonable efforts to fix any identified security vulnerability.
 - h) By entering into the Contract, Customer agrees and confirms that the provisions of this clause 5 meets Customer's security requirements and processing instructions.

6. THIRD COUNTRY TRANSFERS AND SUB-PROCESSING

- 6.1. Red Bee will not transfer any personal data outside the EEA unless the transfer is made on a valid legal basis, such as the EU model clauses, as set out in Annex 3 of this Schedule 3 (as amended).
- 6.2. Customer grants Red Bee its general authorisation to engage sub-processors for processing of personal data. A record of sub-processors is included in Annex 1 and Red Bee will give Customer prior notice of any engagement, addition or replacement of any such sub-processor. Any engagement of a sub-processor is subject to a written processor agreement, whereby the sub-processor is imposed the corresponding obligations that this Data Processing Agreement imposes on Red Bee and fulfils the requirements of legal basis for transfer. Red Bee is liable for the performance of such sub-processors.

7. FEES AND PAYMENT

- 7.1. Customer will pay Red Bee any Charges set out in the Contract relating to the obligations set out in this Schedule 3 in accordance with the terms of the Contract. If Customer's instructions or other requests under this Schedule 3 require Red Bee to undertake extra measures in addition to what is reasonably required under the Contract, Red Bee shall be entitled to reasonable compensation for such surplus work on a time and material basis. This includes Red Bee 's assistance when handling data subject requests.
- 7.2. Customer will pay Red Bee an equitable adjustment in remuneration if Red Bee incurs a cost increase if:
- i) Customer amends its written instructions mentioned in clause d) of this Schedule 3; or
 - j) Customer requires the implementation of technical or organisational measures in addition to those mentioned in clause 5, and this would cause a cost increase to Red Bee.

8. CHANGES

- 8.1. Red Bee and Customer are entitled to amend this Schedule 3 if required to comply with changes in Applicable Laws.

9. TERM AND TERMINATION

- 9.1. This Schedule 3 remains in effect for as long as Red Bee processes personal data under the Contract.

10. CONFIDENTIALITY

- 10.1. Personal data that Red Bee processes is considered strictly confidential and clause 12.3 (Confidentiality) of the Contract applies to such personal data and other information or documentation provided under the Contract or this Schedule 3.

Annex 1 Description of the Processing of Personal Data

Chapter 1 Customer Contract

Customer has appointed Red Bee as its supplier of managed OTT Live Event Services as described in the Contract and its Schedules. In providing of the Services, Red Bee will process personal data on behalf of Customer.

Data Subjects

The personal data processed concern the following categories of data subjects:

- Customer
- Customer's End Users.

Categories of Personal Data

The personal data processed concern the following categories of personal data:

User name – as chosen by data subject
User email
User IP address
Location information (as derived from IP address)
Location tracking (as derived from IP address)
Payment information (of Customer, not of end users)
Subscription and purchase history

Purpose of the Personal Data Processing

To enable Red Bee to provide the Services to Customer as set out in the Contract and its Schedules.

Personal Data	Purpose
User name	To identify the user of the service
User email	To identify the user of the service. Used for communication
User IP Address	To be able to deliver the service and provide advanced business rules like GEO blocking
Location information	To be able to deliver the service and provide advanced business rules like GEO blocking
Location tracking	To be able to deliver the service and provide advanced business rules like GEO blocking
Payment information	To allow the Customer to subscribe to the service.

	(This information is only stored in trusted third-party payment providers' systems, never in the platform)
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Processing Operations

The personal data processed will be subject to the following basic processing activities:

- Provide the Services as set out in the Contract and its Schedules.
- Managing the Customer Material delivery to Customer's End Users.
- Remote access and ticket handling in order to provide technical services in the form of system integration, support, error fixing, trouble-shooting, software updates and upgrades.

Duration of Processing

The personal data will be processed with the following duration:

During the Term of the Contract and for as long as Red Bee processes personal data on behalf of Customer. The duration of processing is dependent on Customer's End Users' usage period. Customer's End Users can subscribe to usage periods of their own choice or as free view without subscription.

Location of processing

The Personal Data is processed by Red Bee within the EU/EEA.

Sub-processors

The personal data will be processed by the following sub-processors:

- Microsoft Azure
- Irdeto
- Stripe (Customer's payment data only)

Data Protection Officer (DPO)

Red Bee DPO: Danielle Feiter, ericsson.group.privacy@ericsson.com

Customer DPO:

Annex 2 Technical and Organizational Security Measures

The agreed technical and organizational security measures are those set out below.

Red Bee, as part of Ericsson, processes the content of the world's leading content owners, broadcasters and production companies.

Our customers demand the highest standards in the protection of their content and place their trust in our buildings, infrastructure, platforms, networks and employees.

Ericsson is a stock market listed company (NASDAQ: ERIC), which consequently means that all our business processes are secured in a quality system. This system, the Ericsson Group Management System (EGMS), supports the achievement of the fulfilment business targets and ensure proper management standards which are kept updated and aligned with actual business focus as well as with organizational and managerial changes.

The EGMS is certified to the standards ISO27001 2013, ISO9001: 2015, ISO14001: 2015 and ISO18001: 2007. The Information Security Management System (ISMS) is an integrated part of EGMS, as indicated in the diagram below:

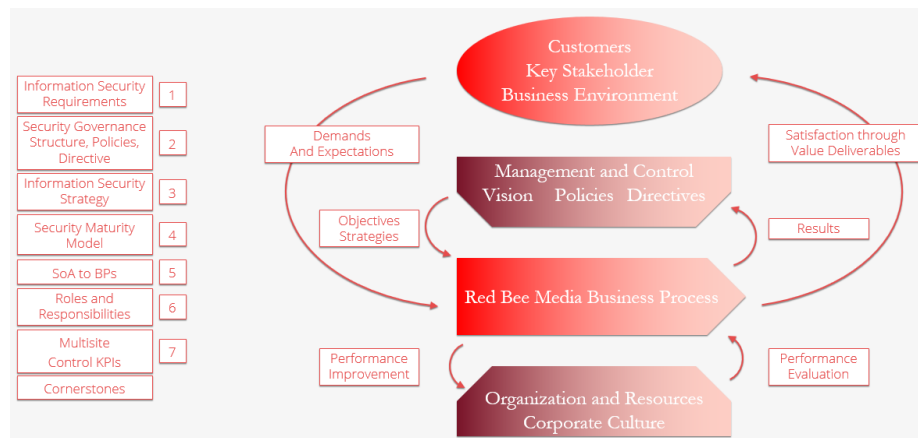


Figure 1: Integration ISMS with EGMS

This ISMS preserves the confidentiality, integrity and availability of information by applying a risk management process and gives stakeholders the confidence that risks are adequately managed. The ISMS has three important control documents:

- **Information Security Policy:** Correct access to correct information at the right time is at the core of Red Bee's business. The ability to protect the information of our clients and our own information from undesired change, disclosure or unavailability is one of our key competitive advantages.
- **Information Security Directive:** The ISMS defines a governance framework that ensures proper protection of confidentiality, integrity and availability of information throughout the organization. This directive clarifies the roles, responsibilities and mandate assigned within business units, regions and group functions.
- **Information Security Requirements Instruction:** Information security shall be managed in accordance with this ISMS to ensure that Red Bee's wanted position and security strategy is met, information assets are protected and that security acts as a "business enabler". Based on the implementation of controls may be carried out in different ways provided the controls and baseline Information Security Requirements are met.

The Information Security Requirements document (ISR) includes measures that are based on ISO 27002 and 27011, NIST 800-53 r4 and "best practices" within Ericsson and Red Bee.

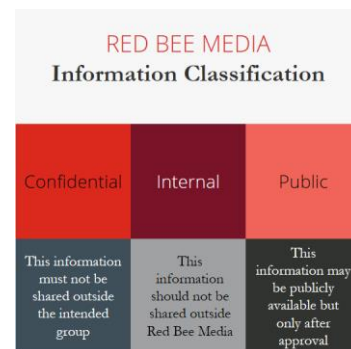
Personnel security:

Red Bee screens its staff before they enter employment. Red Bee has a mandatory security awareness training for all its staff. Also, getting acquainted with and signing the "Code of Business Ethics" is mandatory. Additionally, the various audits, risk assessments and general information through staff meetings and other communication channels continuously increase the awareness of various security aspects.

Security Content, Communication and Encryption

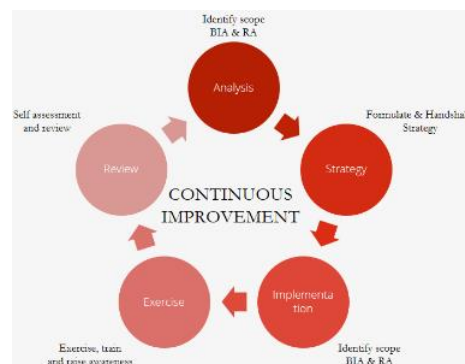
Access management is an important part of the ISMS for information security. For physical security RBM has a zoning model. This model distinguishes green zones as public areas (e.g. receptions), yellow zones for Red Bee and Ericsson employees only (such as offices) and red zones that are only accessible to employees who must be there to perform specific tasks (e.g. production areas). Measures to this purpose are the use of badges and access doors, supplemented where appropriate by additional authentication methods through PIN code or biometrics (fingerprint). These measures are supplemented by strict procedures for the issuing / withdrawal of cards and check / clean-up of the accreditations. Also, strict rules are set for the entry of visitors. The access cards / badges also serve as identification and must be worn visibly at all times.

Information classification follows a similar model: Public information (available for everyone); Internal information (for employees only) and confidential information (intended for a limited number, need-to-know employees only). In addition, a distinction is made as to where the information is located, so-called "handling areas", e.g.: documents in a yellow zone, communications through e-mail or a service in the Cloud. These combinations can lead to additional requirements, e.g. confidential information and communication via e-mail requires that information must be encrypted. Access to computer systems is managed in accordance with a similar process where the authentication needs to be supported by a username and password, and in some cases a token (2-factor authentication). In our services, access to the data is controlled by the use of unique personal accounts for media operators, co-ordinators and administrators and additionally enforced by the use of partitions of information (repositories) and controlled access (access control lists). Finally, advanced encryption mechanisms are used both on the authentication as well as on the actual data streams. The underlying infrastructure supports these methods, set out in documented requirements (e.g., Security Design Rules) and instructions (e.g. hardening of systems).



Continuity:

Red Bee has a "Business Continuity Management (BCM) Framework", in line with ISO22301 and ISO27001. BCM is a holistic management process that identifies potential threats to the organization and the impacts to business operations those threats, if realized, might cause. It is a framework for building organizational resilience and robustness with the capability of an effective response that safeguards the interest of its key stakeholders, reputation, brand and value-creating activities.



In this way, the identified risks and impact is reduced when a disruption occurs and there is a "plan B" at hand, ready to be executed in case of incidents. The establishment of our own emergency power supply, to enable employees to work safely from home and to be able to move operations to other locations are all part of the range of measures that can be taken. In addition to the infrastructure itself, including the application servers, databases and storage systems, a redundant architecture and a strict backup policy contributes to the business continuity. The processes are regularly assessed by performing test BCM incidents. Results of these are included in an improvement programme.

Compliance:

Through audits, Red Bee and Ericsson ensures compliance with its documented processes.

The proposed services are part of the Red Bee service portfolio. This service is used by global customers. These customers place the highest demands on the security of the service and conduct independent audits of their own.

Annex 3 EU Model Clauses

Commission Decision C(2010)593
Standard Contractual Clauses (processors)