



SOFTWARE LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE INSTALLING OR OPERATING ANY COMPUTER SOFTWARE MADE AVAILABLE FROM OR BY TRIPLEPLAY:

This licence agreement (**Licence**) is a legal agreement between you, the user (**you**) and Tripleplay Services Limited of 11 Staple Inn, London England, WC1V 7QH UK (**Tripleplay, us** or **we**) for:

- The computer software and diagnostics (in object code form only) excluding Open Source Software and Third Party Software, the data supplied with the software, and the associated media as set out in each Order (**Software**); and
- Printed materials and electronic documents (**Documentation**).

We license use of the Software and Documentation to you on the basis of this Licence. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "ACCEPT" BUTTON IN THE ORDER FOR THE SOFTWARE OR ON INSTALLATION OR USE OF THE SOFTWARE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 8.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE ORDERING PROCESS OR USE NOW AND YOU WILL NOT BE PERMITTED TO USE THE SOFTWARE. IN THIS CASE ORDERING PROCESS, WILL TERMINATE.

1 DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply to this Licence.

Acceptance Date means the date you commence operational use of the Software;

Confidential Information means all secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, product design, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it;

Defect means any significant failure by the unmodified and uncombined Software to perform in accordance with the Documentation;

Documentation means Tripleplay's general system management and configuration documents and other information relating to the Software in hardcopy or electronic readable form;

End Device Unit means a personal computer or laptop running Microsoft operating system or a Mac operating system or Linux, all lawfully licensed to and used by you, upon which the Software is located or an Internet Protocol set top box or Smart TV or mobile device certified by Tripleplay for use by the Software;

Hardware means the computer hardware, set top boxes and remote controls provided by Tripleplay pursuant to the Terms and Conditions of Supply and relevant Order accepted by Tripleplay;

High Risk Applications has the meaning set out in clause 6.1 of this Licence;

Insolvency Event means any one or more of: (i) notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed; (ii) a petition for winding up or an administration or bankruptcy order being presented, or such an order being made; (iii) any steps being taken with a view to a voluntary arrangement or other assignment, composition or arrangement with all or any creditors or any moratorium, readjustment, rescheduling, forgiveness or deferral of all or any indebtedness; (iv) suspension of payments to all or any creditors and/or ceasing business; (v) an encumbrancer taking possession of all or any assets of a party; (vi) an administrator or receiver being appointed over a party or all or any of its assets; (vii) any action anywhere similar or analogous to any of the foregoing; (viii) the other party having reasonable grounds for believing that any of the foregoing is imminent. For the avoidance of doubt if any of the foregoing occurs in relation to a company associated with either party it shall be deemed to occur to that party;

Intellectual Property means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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;

Licence Fees means the charges payable by you for the use of the Software by you as set out at on the relevant Order;

Maintenance Release means release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version;

New Version means any new version of the Software which from time to time is publicly marketed and offered for purchase by Tripleplay in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

Overall System means the Hardware, the Software, the Documentation and any other user manuals and other relevant documentation sold to you pursuant to the Terms and Conditions of Supply by Tripleplay (or its authored resellers) as detailed in the relevant Order;

Open Source Software means the Third-Party Software provided under the terms of the licence agreements specified in the Schedule, and any others specified in the relevant Order;

Order means a purchase order (or other order or request) from you incorporating or referring to the Quotation, and which shall set out the specification and/or product features of all Software to be supplied by Tripleplay pursuant to the Terms and Conditions of Supply and these terms;

Site means the site where the Overall System is to be located, as detailed in the relevant Order;

Support Services: means the support services provided by Tripleplay to you or to the

Reseller, for onward provision to you;

Third Party Licences means the licence terms and conditions as apply to each of the Third-Party Software (including any Open Source Software) as referred to on any Order, the Specification or in this Licence (including those set out in the Schedule);

Third Party Software means any third-party software, including those set out in the Schedule, for which you will need to obtain a Third-Party Licence in order to be able to use the Software or the Overall System, and any other software for which Tripleplay has a licence or consent to use and which either forms part of or is used in conjunction with the Software, as detailed in the Order;

Warranty Period means the period of 30 days from the date Acceptance Date.

2 LICENCE

2.1 Subject to the terms herein and to payment in full of the Licence Fee (which is payable pursuant to the Order and the Terms and Conditions of Supply), Tripleplay grants you for the full period of the copyright in the Software commencing on and including the Acceptance Date, a non-transferable, non-exclusive, perpetual licence, to install and use the Software upon the End Device Units at the Site, up to a maximum number of End Device Units and a maximum number of users as specified in the Order.

2.2 For the purposes of clause 2.1, use of the Software shall be restricted to use of the Software for the purpose of processing data in the normal

- course of your business (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee).
- 2.3 You acknowledge and agree that, in order to use the Software, you may need to independently obtain, and be responsible for, licences to use the Third-Party Software as detailed in the Order.
- 2.4 You may make back-up copies of the Software as may be necessary for its lawful use. You shall make sure that all copies contain any copyright and other proprietary notices which were on the originals.
- 2.5 You shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying.
- 2.6 Except as expressly stated in this Clause 2, you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by you, unless Tripleplay is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and you shall request Tripleplay to carry out such action or to provide such information (and shall meet Tripleplay's reasonable costs in providing that information) before undertaking any such reduction.
- 2.7 You agree not to publish any tests (or results of any tests) run on the Software or Third Party Software (in whole or in part) without Tripleplay's prior written approval.
- 2.8 You may not use the Software other than as specified in this Licence without the prior written consent of Tripleplay, and you acknowledge that additional fees may be payable on any change of use approved by Tripleplay.
- 2.9 You may not use any such information provided by Tripleplay or its resellers or obtained by you during any such reduction permitted under clause 2.5 to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 2.10 You shall not:
- 2.10.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;
- 2.10.2 allow the Software to become the subject of any charge, lien or encumbrance; and
- 2.10.3 deal in any other manner with any or all of its rights and obligations under this Licence,
- without the prior written consent of Tripleplay, such consent not to be unreasonably withheld or delayed.
- 2.11 Tripleplay may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Licence, provided it gives written notice to you.
- 2.12 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 3 YOUR OBLIGATIONS**
- 3.1 You shall:
- 3.1.1 notify Tripleplay promptly (and in any case within one week) in writing should the number of End Device Units and end users exceed the maximum allowed under the Order; and
- 3.1.2 keep full, proper and up-to-date records of the end users of the Software, the End Devices Units and all such uses of the Software, and produce such records to Tripleplay on request from time to time.
- 3.2 You warrant they you have all necessary authority, power and capacity to enter into and perform your obligations under this Licence and that all necessary actions have been taken to enter into it properly and lawfully and this Licence constitute obligations binding on you in accordance with its terms.
- 3.3 You shall permit Tripleplay to inspect and have access to the Sites and any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that you are complying with the terms of this licence, provided that Tripleplay provides reasonable advance notice to you of such inspections, which shall take place at reasonable times.
- 3.4 Your obligation to pay the Licence Fee shall be set out in the Order and the Terms and Conditions of Supply.
- 3.5 If at any time you wish to increase the maximum number of End Device Units (as specified in the Order) an additional Licence Fee shall be payable and a separate Order shall be issued, subject to our acceptance.
- 4 MAINTENANCE RELEASE**
- Where you have entered into a Support Services Agreement (as confirmed in an Order accepted by Tripleplay), Tripleplay will provide you with Maintenance Releases from time to time in accordance with the terms of that Support Services Agreement. Tripleplay shall not be under any obligation to provide Maintenance Releases, New Versions or any other update pursuant to this Licence. In the event, any Maintenance Release is provided to you, you shall install all Maintenance Releases as soon as reasonably practicable after receipt.

5 INTELLECTUAL PROPERTY

5.1 Except for any Third Party Software, you acknowledge and agree that all Intellectual Property rights in and to the Software and Maintenance Releases, are the property of Tripleplay (or its licensors) and shall remain so at all times. You hereby acknowledge that, except as expressly provided in this Licence, you shall not acquire any rights in respect thereof.

5.2 You shall promptly and fully notify Tripleplay of any actual, threatened or suspected infringement of any Intellectual Property of Tripleplay which comes to your notice, and of any claim by any third party that the use of the Software infringes any rights of any other person. You shall at the request of Tripleplay do all such things as may reasonably be required to assist Tripleplay in taking or resisting any proceedings in relation to any such infringement or claim.

6 HIGH RISK APPLICATIONS

6.1 The Software is not designed, tested, manufactured or intended for operation or use in any inherently dangerous, life-endangering or life support applications, including but not limited to nuclear facilities or the flight, navigation or communication of aircraft, ground support equipment or life systems monitoring (“High Risk Use”).

6.2 You represent and warrant that you and your Users shall not use the Software for such High-Risk Use.

6.3 You agree that Tripleplay shall not be liable in whole or in part, for any claims or damages arising from or in relation to such High-Risk Use.

7 TERMINATION

7.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2 Upon termination for any reason:

7.2.1 all rights granted to you under this Licence shall cease;

7.2.2 you must immediately cease all activities authorised by this Licence; and

7.2.3 you must immediately delete or remove the Software from all Hardware or other computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documentation then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8 WARRANTIES AND LIABILITY

8.1 Subject as herein provided, Tripleplay warrants to you that

during the Warranty Period:

8.1.1 the Software shall comply with the Documentation, provided that the Software is correctly used, treated, installed and maintained by you;

8.1.2 it is not aware of any rights of any third party which would or might render the licence of the Software for use with the Overall System unlawful; and

8.1.3 it has the right to license the Software under this Licence.

8.2 Tripleplay does not warrant that the operation or use of the Software, or any element thereof, shall be uninterrupted or error-free.

8.3 You accept responsibility for the selection of the Software to achieve its intended results and acknowledge that the Software has not been developed to meet your individual requirements.

8.4 If, within the Warranty Period, you notify Tripleplay in writing of any Defect or fault in the Software in consequence of which it fails to conform in all material respects to the Documentation, and such defect or fault does not result from your, or anyone acting on your authority, having amended the Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Tripleplay, or it has not been

loaded onto specified or suitably configured equipment, Tripleplay shall, at its option, do one of the following:

8.4.1 replace or repair the Software, or the specific element in question; or

8.4.2 terminate your licence immediately by written notice to you and refund the Licence Fee (where this has been paid) (less a reasonable sum in respect of your use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that you provide all the information that may be necessary to assist Tripleplay in resolving the Defect or fault, including a documented example of any Defect or fault, or sufficient information to enable Tripleplay to re-create the Defect or fault.

8.5 Third Party Software and any Open Source Software is provided subject to and conditional upon your acceptance of the relevant Third Party Licences.

8.6 You acknowledge that the Software, any Third-Party Software and any Open-Source Software provided by Tripleplay is provided "as is" and expressly subject to the disclaimer in Clause 8.7.

- 8.7 To the fullest extent permitted by law, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 8.8 Nothing in these Terms will operate so as to exclude or limit:
- 8.8.1 our liability respect of death or personal injury caused by our negligence or that of our servants or agents;
- 8.8.2 the statutory rights of the Customer where Services are supplied to a Customer dealing as a consumer within the meaning of Unfair Contract Terms Act 1988;
- 8.8.3 the application of Section 12 of the Sale of Goods Act 1979; or
- 8.8.4 any liability for fraud or fraudulent misrepresentation.
- 8.9 Subject to clause 8.8, we shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- 8.9.1 loss of profits; or
- 8.9.2 loss of business; or
- 8.9.3 depletion of goodwill or similar losses; or
- 8.9.4 loss of anticipated savings; or
- 8.9.5 loss of goods; or
- 8.9.6 loss of use; or
- 8.9.7 loss or corruption of data or information; or
- 8.9.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.9.9 Subject to clause 8.8 and without prejudice to clause 8.4, we will not be liable to the Customer in contract, tort (including without limitation negligence or misrepresentation whether innocent or negligent) and/or breach of statutory duty for any loss or damage which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in relation to the Software, in a sum which is greater than the total Licence Fee paid by the Customer to us in respect of the relevant Software, as set out on the relevant Order.
- 8.9.10 You agree that, in entering into this Licence, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if you did rely on any representations, whether written or oral, not expressly set out in this licence) that you shall have no remedy in respect of such representations and (in either case) Tripleplay shall have no liability in any circumstances other than in accordance with the express terms of this licence.
- 9 CONFIDENTIALITY**
- Each party shall keep and procure to be kept secret and confidential any and all Confidential Information belonging

to the other party disclosed as a result of the relationship of the parties under this Licence and shall not use nor disclose the same unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party save as envisaged in this Licence. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out herein and each party shall be responsible to the other in respect of any disclosure or use of such secret and confidential information by a person to whom disclosure is made.

You acknowledge that in the event any details are supplied to us of any end users of the Overall System, Support Services or any part of them, you warrant that you have obtained the consent of such end user and that we shall be entitled to use such information in relation to the management and enforcement of any of our rights, or in respect to sale, promotion or provision of any further Support Services to such person (at our discretion).

10 GENERAL PROVISIONS

10.1 Regardless of any statement made by you to Tripleplay of an ultimate destination of the Software, you shall

use the Software only at the Site and shall not export or re-export any Software without the appropriate United Kingdom or foreign export licenses.

10.2 This Licence together with the Documentation set out the entire right and licence granted to you to use the Software.

10.3 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the documents referred to in it, the provisions in the body of this licence shall take precedence.

10.4 If any provision of this Licence is held by any court or other competent authority to be void or unenforceable in whole or in part, this Licence shall continue to be valid as to the other provisions hereof and as to the remainder of the affected provision (as the case may be).

10.5 Subject to clause 2.10, you may not assign, transfer or charge its rights and liabilities under this Licence, or any of them, or sub-contract or otherwise delegate any of your obligations under this Licence without the prior written consent of Tripleplay.

10.6 Nothing in this Licence shall create, or be deemed to create, a relationship of partnership, principal and agent, franchisor and franchisee, or employer and employee between the parties.

- 10.7 The rights and remedies of a party in respect of this Licence shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by a party to another nor by any failure of or delay by a party in ascertaining or exercising any such rights or remedies.
- 10.8 This Licence shall not confer on any third party any benefit or the right to enforce any provision of this Licence.
- 10.9 This Licence shall be governed in accordance with the laws of England and Wales; and any dispute arising under this Agreement shall be subject to the non-exclusive jurisdiction of the English Courts.

Schedule: Third Party Software and Open Source Software

Third Party Software and Open Source Software for which the Customer is required to agree and accept the relevant Third Party Licences in order to use the Software, as follows:

License	Reference
BSD	http://opensource.org/licenses/MIT
GPL V2	http://www.gnu.org/licenses/
GPLV2+	http://www.gnu.org/licenses/
LGPLV2+	http://www.gnu.org/licenses/
GPL	http://www.gnu.org/licenses/
PHP V3.01	http://php.net/license/3_01.txt
Ruby	https://www.ruby-lang.org/en/about/license.txt
MIT	http://opensource.org/licenses/MIT
Artistic	https://opensource.org/licenses/Artistic-2.0
Fdk-aac	http://opencore-amr.git.sourceforge.net/git...a=blob:f=NOTICE
Xiph	https://www.xiph.org/licenses/
Apache	http://www.apache.org/licenses/
MPL 1.1	https://www.mozilla.org/en-US/MPL/1.1/
GNU Affero GPL	https://www.gnu.org/licenses/agpl-3.0.en.html

Third Party Software, for which Customer may need a separate licence, to be obtained at the Customer's cost is set out below:

Microsoft Operating System, Apple Mac Operating system