GOOGLE ANDROID TERMS

The following terms and conditions ("Google Android Terms") shall apply to the license of the Google Applications (as defined below) to be used only in the Android STB (as defined below) which includes Android Software, and which are required to obtain Google's certification of an Android Compatible Device:

1. DEFINITIONS.

1.1. Unless expressly stated otherwise, capitalized terms used in these Google Android Terms shall have the respective meanings set forth below.

(a) **"Actively Promote" or "Actively Promoting"** means the proactive promotion of a Google Application on any Android STB as a key value proposition of the Android STB, including point of sale promotion, media advertising, and general consumer-focused promotion of a Google Application or Google services on any Android STB.

(b) **"Android Compatible Device(s)"** means Android STB(s) that comply with the Android Compatibility Definition Document ("CDD"), which can be found at the Android compatibility website (http://source.android.com/compatibility), as updated from time to time.

(c) **"Android"** means the open-source application framework, libraries, runtime, and kernel which are published at http://source.android.com (or successor sites), and any software development kits made available at http://developer.android.com (or successor sites).

(d) **"Android Content"** means software, content and digital materials designed for use on Android STBs.

(e) **"Android Software"** means Google Applications, Android and the Android Content.

(f) **"Android STB"** means Seller's manufactured STB approved by Google, runs Android only, is enabled by Seller and used by an End User to access Buyer's services.

(g) **"Android TV Branding Guidelines"** means Google's brand treatment guidelines for Android TV (and any content contained or referenced therein), located at https://partnermarketinghub.withgoogle.com/#/ (as such URLs may be updated or changed by Google at its sole discretion from time to time), together with any additional branding guidelines for Android TV as Google may make available from time to time.

(h) **"Application Order Requirements"** means the order of the Google Applications designated in the GMS Requirements.

(i) **"Custom Launcher"** means a custom application, which is an optional part of the Android TV Operator Tier program that enables the PayTV Operator partners to manage the look and feel of their Android TV devices, including the home screen experience, by replacing the Android TV Launcher with their own custom launcher from the booting up of the system.

(j) **"End User(s)"** means an end user of an Android STB.

(k) **"GMS Requirements"** means the list of requirements specified at https://support.google.com/androidpartners_androidtv (as may be updated or modified by Google at its sole discretion from time to time).

(l) **"Google Applications"** means the machine-readable binary code version of the Google applications listed at https://support.google.com/androidpartners_androidtv/answer/7170956?hl=en&re

f_topic=6182815 (as may be updated or modified by Google at its sole discretion from time to time) and any modifications or updates to such applications.

(m) "**Google Hotword Engine**" means Google-developed software components, which may include software that runs on the digital signal processor of an Android STB (if available), which allow End Users to use the Google Hotword functionality.

(n) **"Google Play"** means the marketplace created and operated by Google, by which Android Content is distributed.

(o) **"Google Product Geo Availability Chart"** means the list of Google Applications and associated information (including geo-availability) set out at https://docs.partner.android.com/tv/requirements/gtvs/geo-availability (or a different link provided by Google, which may be updated or changed by Google in its sole discretion from time to time).

(p) **"Google Search"** means the Google application that includes the following services or features (which Google may update from time to time in its sole discretion): (i) can access the Google search service, (ii) can handle voice searches, and search intents, and (iii) can access the Google Assistant.

(q) **"Hotword"** means a voice-activated trigger that enables voice commands on the Android STB, which can be provided by either Google (a "Google Hotword"), Seller (a "Seller Hotword"), Buyer or a third party.

(r) **"Launch"** means the initial distribution of an Android STB in accordance with these Google Android Terms.

(s) "**Network Location Provider**" means Google's APIs available on an Android STB that can be used to determine location based on the availability of cell tower and WiFi access points.

(t) **"Operator**" means a company delivering End Users a service that includes, at a minimum, a paid subscription service for multiple channels of linear TV programming on an Android STB.

(u) **"Operator Tier"** means the program available to Operator(s) on an Operator-branded Android STB for End Users that abides by the Operator Tier Partner Requirements.

(v) **"Operator Tier Partner Requirements"** means the requirements set forth at https://support.google.com/androidpartners_androidtv/answer/7491066?hl=en&ref_topic=7491247, as may be updated or changed by Google in its sole discretion from time to time.

(w) **"Agreement"** means a separate agreement between the Buyer and Seller under which Buyer purchases Android STBs from Seller.

(x) **"Search Query"** means any End User query that utilizes or invokes Google Search on an Android STB, including via a button on a remote control for an Android STB or a Google Hotword.

(y) **"Security Updates"** means the installation of a Google-provided security patch on an Android STB such that all Common Vulnerabilities and Exposures ("CVE") posted at https://support.google.com/androidpartners_security/answer/7364473 (as may be updated from time to time) for the date of the update are fixed, unless otherwise approved by Google in writing.

(z) **"Territories"** means the country or countries in which distribution of Google Applications is permitted as specified at https://sites.google.com/a/google.com/gms_distribution/gms/resources (as such URL may be changed or replaced in Google's sole discretion from time to time). Distribution of Google Applications, products or services outside of the Territories is prohibited.

(aa) **"Trademarks"** means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of each party as owned by such party from time to time.

1.2. The words "include" and "including" mean "including but not limited to."

1.3. When examples are provided in these Google Android Terms, they are for illustrative purposes only, and are not the exclusive examples of a particular concept or provision.

2. **GOOGLE APPLICATIONS.**

2.1. **License to the Google Applications.** Seller hereby grants Buyer a limited, non-transferable, non-exclusive license, under the rights granted to Seller from Google, to distribute the Google Applications directly to End User in the Google Territories during the Term of these Google Android Terms, solely for use with an Android STBs and subject to Buyer's compliance with these Google Android Terms. Buyer shall ensure that the Google Terms of Service, Privacy Policy and Legal Notices (each as defined and determined by Google) are available to End Users during the initialization of the Android STB. Without the prior written approval of Google and Seller, Buyer may only use the Android STBs for its own customers and may not (among others): (a) supply any Android STBs to other Operators; (b) re-brand the Android STBs using third party trademarks; or (c) modify the Android STBs for any third party ("Non-Authorized Operator Use"). Any approval of a Non-Authorized Operator Use will be at Google and Seller's sole discretion. Buyer acknowledges and understands that any approval of a Non- Authorized Operator Use may be conditioned, including, without limitation, limitations on the Non-Authorized Operator Use and additional reporting requirements. Parties agree that Google is a third-party beneficiary to these Google Android Terms.

2.2. **License Restrictions**. Buyer will not and will not allow or encourage any third party to:

(a) disassemble, de-compile, or otherwise reverse engineer the Google Applications or obtain the source code or algorithms underlying the Google Applications;

(b) create derivative works from or based on the Google Applications;

(c) provide, sell, license, distribute, lease, lend, or disclose the Google Applications to any third party, except as expressly permitted in these Google Android Terms;

(d) ship, divert, trans-ship, transfer, export, or re-export the Google Applications, or any component thereof, into any country or use it in any manner prohibited by any applicable export control laws, restrictions, or regulations;

(e) distribute an Android STB in a Territory unless the subset of Google Applications authorized for distribution in that Territory are pre-installed on that Android STB, except as otherwise approved by Google in writing;

(f) distribute an Android STB in a Territory without Seller's prior written approval;

(g) distribute a version of a Google Application in a Territory other than the specific version of that Google Application authorized by Google for that Territory;

(h) serve or otherwise place any advertisements during the launch process of a Google Application;

(i) offer, download, or install any additional products during the launch process of a Google Application;

(j)   interfere with or limit the display or acceptance of the applicable Google terms of service for a Google Application;

(k)   insert into a Google Application any viruses, worms, date bombs, time bombs, or other code that causes the Google Application to cease operating, or to damage, interrupt, allows access to, or interfere with any Google Application or End User data;

(l)   modify, or interfere with the operation of, the Google Applications;

(m)   direct, instruct, or encourage the End User to change the out-of-box settings of an Android STB;

(n)   interfere with Google's over-the-air updates of Google Applications; or

(o)   fail to comply with Google's Mobile Branding Guidelines.

2.3.   **App Updates.** Google may auto-update Google Applications on Android STBs over-the-air.

2.4.   **Open Android STBs.** Buyer may not prevent Seller from making available on Android STBs all Android Content and Android APIs and will not limit or restrict Android.

3.   **ANDROID STB DISTRIBUTION REQUIREMENTS.**

3.1.   **Placement and Setup Requirements**. In return for Google granting a no cost license to Google Applications for distribution on Android STBs under these Google Android Terms, unless Google otherwise approves in writing, Buyer agrees to the following placement and setup requirements with respect to Android Compatible Devices distributed or launched during the Term that it elects to configure as an Android STB:

(a)   Not prevent Seller from distributing all Google Applications approved in the applicable Territories on each Android STB;

(b)   comply with the placement and discoverability requirements set forth in the Operator Tier Partner Requirements;

(c)   comply with the Application Order Requirements,

(d)   comply with the remote control requirements set forth in the GMS Requirements and the following document: https://support.google.com/androidpartners_androidtv/answer/6188674?hl=en including, but not limited to, placement of the Google-designated button on the physical remote control as well as on the mobile remote control application that directly launches Google Search;

(e)   with respect to initial Android STB set-up:

    (i)   initiate Google account login via the Set-Up Wizard,

    (ii)   present End User with the Google Services pages, which Buyer may not modify,

    (iii)   follow Google's provided guidelines, and

    (iv)   allow End User to skip Google account logins;

(f)   display Google's Trademark(s) (of which Google will determine in its sole discretion) on the initial screen during the Android STB boot sequence for each Android STB shipped during the Term;

(g)   within the Android STB settings, ensure that the settings for Google accounts and services are not modified and are as discoverable as those of Buyer or any third party.

3.2. **Distribution.** Buyer may not prevent Seller from preloading the Google Applications on all Android STBs so that, after preload, an icon representing each Google Application will appear on the Android STB as specified in Section 3.1 (Placement and Setup Requirements). In addition:

(a) Seller's preloading of a Google Application on an Android STB will not imply that Buyer may launch that Google Application without an explicit action from an End User; and

(b) an End User's selection of an icon representing an already preloaded Google Application will launch such Google Application.

3.3. **Support.** As between the parties, Buyer is solely responsible for customer care and support of its users. Support for Google Applications may be provided only by Google at its sole discretion and Seller has no obligation in this regard.

3.4. **Branding.**

(a) Buyer must include Android TV branding on the packaging and marketing materials of approved Android STBs when the Android STB packaging has consumer-facing branding. Use of the Google Applications or Android TV branding is subject to the Android TV Branding Guidelines and Google's prior written approval.

(b) Buyer must comply with the minimum Assistant UI guidelines set forth in the GMS Requirements.

3.5. **Network Location Provider.** Buyer will not:

(a) prevent Seller from displaying appropriate prompts to End Users seeking End Users' consent to use Network Location Provider as provided by Google.

(b) prevent Seller from enabling all features of Network Location Provider, including network-based location resolution, anonymous network location data collection, and reverse-geocoding.

3.6. **Hotwords.** If the Android STB or remote control supports Hotwords, Buyer agrees to the following:

(a) Buyer must not prevent Seller from implementing and enabling Google's Hotword if the Android STB or physical remote or mobile remote control application supports Hotwords;

(b) Subject to written approvals from Google and Seller, Buyer may implement its own or a third party hotword engine(s) for Company Hotword or a third party's Hotword(s). If Buyer implements its own hotword engine(s), Buyer will work with Seller and Google to ensure that all hotword engines are implemented in a compatible manner on a device and that each performs its function in the manner intended prior to its approval as an Android STB;

(c) Google's Hotword must directly launch Google Search unless otherwise approved by Google in writing and only the Google Hotword can invoke Google Search;

3.7. **Google Legal Terms.** Buyer may not prevent Seller from making the appropriate Google Terms of Service, Privacy Policy and Legal Notices (as provided and specified by Google) available to the End User.

3.8. **Prohibited Behavior.** No application preloaded on the Android STB may do any of the following (in each case, as determined by Google in its sole discretion):

(a) Intentionally create, facilitate the creation of, or exploit any security vulnerabilities in an Android STB;

(b) Interfere with an End User's expected operation and use of the Android STB.

(c)   Engage in an activity that violates any applicable law or regulation;

(d)   Contain any viruses, worms, trojan horses, or the like; or

(e)   Mislead, deceive or otherwise violate the End User's privacy.

3.9.   **Restriction on Use of Search Queries and User Data**. Except as otherwise required by applicable law, Buyer may not under any circumstances record, collect, use, or store any Search Query or other information or data (including without limitation any audio data or metadata related to Search Queries) from an End User that is directed at or otherwise intended for use with, or is received as a result of an End User's use of or authentication with, Google Search, Google Assistant, or any other Google service or application.

4.   **GENERAL REQUIREMENTS**.

4.1.   **Google Approval and Launch.** Buyer may not Launch any Android STB until it has obtained Seller's confirmation that the Android STB has received Google's approval.

4.2.   **Security Updates and Letter Upgrades.**

(a)   Google may auto-update Google Applications over-the-air at Google's discretion. Buyer may not prevent such over-the-air auto-updates.

(b)   Buyer agrees to the following security-related requirements for each Android STB:

(i)   Make the Google approved Security Updates (provided by Seller) available to End Users using Google OTA or Seller's own solution.

(c)   For Android STBs that comply with the latest Android CDD lettered Android upgrades, Buyer agrees to upgrade to the latest Android OS within 90 calendar days of the letter upgrade's public availability and after Seller makes the latest Android CDD-lettered upgrade available to Buyer (defined as public release of AOSP (Android Open Source Project) & GMS (Google Mobile Services) components).

(d)   For Operator Tier, Buyer shall provide the updated Custom Launcher (if needed to comply with updated Google requirements) within thirty (30) days of the public AOSP release date.

4.3.   **Site Pages**. Buyer will not, and will not allow any third party to, redirect an End User away from, block access to, frame, modify, or change the look or feel of any web page or web site accessed via a Google Application, or place anything on or near any web site page that in any way implies that Google is responsible for the contents of such page.

4.4.   **No Connectivity Notice**. When an End User launches an Android STB's web browser or launches a Google Application and there is no data connectivity available, Buyer will not block, alter or prevent in any way the presentation of any message to such End User indicating lack of data connectivity.

5.   **TERM AND TERMINATION.**

5.1.   **Termination.** On expiration or termination of the Agreement or upon Seller's notification to Buyer regarding Google's termination of the license granted to Seller, Buyer acknowledges, with respect to the Google Applications, that:

(a)   all rights and licenses granted hereunder will immediately cease. For clarity, such cease of the rights and licenses will not require Buyer to disable any Android STBs already deployed to End Users at the time of the termination or distributed to Buyer by Seller according to purchase orders or binding forecasts existing at the time of termination. Such Android STBs are still subject to section 4.2;

(b)   Seller will immediately cease reproducing, offering, or distributing the Google Applications;

(c)   Seller shall not be liable to Buyer for any damages resulting solely from termination of the Google Applications due to the breach by Buyer of its obligations under the Agreement or these Google Android Terms.

5.2.   **Survival**. The following provisions will survive any termination or expiration of these Google Android Terms: the defined terms in the Information Table; and Sections 1, 2.2, 4.2, 5.2.

6.   **THIRD PARTY CLAIMS.**

6.1.   Buyer shall defend, indemnify and hold harmless Seller and, its direct and indirect subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents and representatives, from and against any damages, liabilities, costs and expenses (including reasonable legal expenses) arising out of any claim by any third party or End User solely due to any breach by Buyer of the provisions of these Google Android Terms.

7.   **LICENSE AND USE OF ANDROID PLATFORM**

7.1.   Buyer's licence and use of Android (which is an Open Source Software) shall be subject to Buyer accepting the terms of the Android licence available at https://source.android.com/.

8.   **INTELLECTUAL PROPERTY & OTHER PROPRIETARY RIGHTS.**

8.1.   **Ownership**. Each party (and its licensors) retains all right, title and interest in its intellectual property rights, including its Trademarks. Neither party obtains any intellectual property rights pursuant to these Google Android Terms (including implied licenses), except those rights expressly licensed and subject to these Google Android Terms.

(a)   Google (and/or its licensors) retains all right, title and interest, including all intellectual property rights, in and to the Google Applications, Google GNSS Assistance Information and Google trademarks ("Google Trademarks"). Examples of Google Trademarks are located at: http://www.google.com/permissions/trademarks.html (or such other URLs Google may provide from time to time). Google is not restricted from selling, licensing, modifying, or otherwise distributing the Google Applications, Google GNSS Assistance Information and/or the Google Trademarks to any third party.

(b)   Seller (and/or its licensors) retains all right, title and interest, including all intellectual property rights, in and to the Android STBs (excluding Google Applications and Android) and Seller's trademarks. Seller is not restricted from selling, licensing, modifying, or otherwise distributing the Android STBs and/or its trademarks to any third party except as otherwise set forth in these Google Android Terms.

(c)   All use by Buyer of Google Trademarks (including any goodwill associated therewith) will inure to the benefit of Google. Buyer may not challenge or assist others to challenge Google Trademarks (except to protect Buyer's rights with respect to its own trademarks) or the registration thereof, nor will Buyer attempt to register any trademarks or domain names that are confusingly similar to those of Google.