**MINERVA NETWORKS, INC.**

**Minerva Software License Agreement (SUBSCRIPTION)**

Subject to payment in accordance with a quote or other related document (the “**Quote**”), issued by Minerva Networks, Inc. (“**Minerva**”), which provides that the customer identified in the Quote (“**Customer**”) is purchasing the Minerva software products described in the Quote (as further described below, the “**Minerva Software**”), Minerva hereby grants Customer a non-exclusive, nontransferable license to use the Minerva Software, under the terms and conditions of this Minerva Software License Agreement (Subscription) (this “**Agreement**”) and the applicable terms of the Quote. By executing the Quote or by delivering an order for Minerva Software, Customer is agreeing to the terms of this Agreement. Capitalized terms used but not defined in this Agreement are used as defined in the Terms and Conditions included in the Quote. Also, such Terms and Conditions include provisions which supplement this Agreement.

1. **License Terms**
	1. Minerva Software Description and Scope of this Agreement. The Minerva Software licensed hereunder consists of the Minerva software products identified in the Quote and all upgrades, enhancements or im­prove­ments thereto supplied to Customer by Minerva or Minerva’s authorized agents, distributors or resellers on any distribution media or via any form of electronic distribution. The Minerva Software may include the “*iTVFusion Framework,*” Access Rights, and various “Modules” and “Connectors,” all as described in Minerva’s related documentation. For purposes of this Agreement, the term Minerva Software does not include the Oracle Software which may be embedded therein. All references in this Agreement to “purchases,” “sales,” or words of similar import, of Minerva Software signify only the acquisition of a license for Customer to use such software on the terms specified in this Agreement or to transfer such software to its customers in accordance with the terms of this Agreement. Except as expressly provided herein, Customer may not copy or otherwise reproduce any software product. In addition, the use of certain Minerva Software modules (*e.g.* Internet Content Module and Network DVR Applications Module) may require additional licenses from the affected content owners. Minerva does not provide such licenses.
	2. License Terms.
		1. Generally. The license to the Minerva Software under this Agreement is granted on a subscription basis during the Software Subscription Term and as otherwise provided in the Terms and Conditions included in the Quote. Except as expressly provided in Minerva’s related Product documentation, Customer may install anduse the “Back Office” portions of the Minerva Software on such number of servers, and in such locations, as are necessary in order to properly operate such software based on the number of subscribers and the functionality licensed. Customer also mayinstallanduse, and allow its subscribers to installanduse, the “Client” portions of the Minerva Software on Devices (as defined below) capable of being enabled by such software, but subject to the other limits in this Agreement. Customer may use the Minerva Software in connection with providing IP television services to subscribers billed by third parties; however, such right is subject to the other limits in this Agreement. The additional rights and limitations applicable to the *iTVFusion Framework* and the other components of the Minerva Software are specified in Minerva’s related documentation. Notwithstanding the other terms of this Agreement, the open source software components included in the Minerva Software are licensed from the indicated licensors (not Minerva) on the respective terms indicated in Minerva’s “Open Source Licenses” document, in effect at the time of delivery of the particular release of such software, which will be provided to Customer upon request.
		2. Access Rights.
			1. Certain Definitions. “**Managed Devices**” means devices capable of delivering program content to Subscribers and which are, directly or indirectly, provided by Customer to Subscribers. “**Stationary** **Devices**” means internet enabled TVs, game platforms and other media players and consumer electronics devices, including dongles such as Chromecast, which are (A) capable of delivering streaming video, (B) typically maintained in a fixed location, (C) capable of running the “Client” portions of the Minerva Software, and (D) not Managed Devices. “**Mobile Devices**” means personal computers (whether desktop or laptop), tablets, mobile phones and similar devices, that are (A) other than desktop computers, not typically maintained in a fixed location, (B) capable of running the “Client” portions of the Minerva Software, and (C) not Managed Devices. “**Subscriber**” means, in the case of a residential subscriber, an independent living unit, and, in the case of a commercial subscriber, a commercial establishment. In the case of an apartment building, condominium complex, or similar structure or complex, each residence in such structure or complex is a separate Subscriber. In any event, each of Servicer Provider’s subscriber accounts is deemed to constitute at least one Subscriber.
			2. Access Rights Requirements. The Minerva Software may be accessed over a network and used to deliver program content to Managed Devices, Stationary Devices and Mobile Devices (each a “**Device**”). To allow access to the Minerva Software by a Subscriber’s Managed Devices, Stationary Devices or Mobile Devices, Customer must allocate a Managed Device Access Right, a Stationary Device Access Right or a Mobile Device Access Right, respectively (each an “**Access Right**”) to such Subscriber and the Subscriber’s applicable Devices. Customer may not allow a particular Subscriber to receive streaming program content through a particular Device, unless Customer has allocated to such Subscriber and the relevant Device an appropriate Access Right. For clarity, a Device must have an allocated Access Right only if the program content is accessed using the “Client” portions of the Minerva Software installed on that Device. Access Rights are not automatically included in an *iTVFusion* *Framework* license. Access Rights must be specifically ordered from Minerva and the related software license key installed on the *iTVFusion Framework* prior to the Devices of the Subscribers to which such rights are allocated being Enabled (as defined below).
			3. Enabled Device Limits. Each Managed Device Access Right allows Customer to have Enabled, at any given time, up to 5 Managed Devices for the related Subscriber. Similarly, at any given time, each Stationary Device Access Right allows Customer to have Enabled up to 5 Stationary Devices for the related Subscriber and each Mobile Device Access Right allows Customer to have Enabled up to 5 Mobile Devices for the related Subscriber. A particular Access Right may be allocated to only one Subscriber at a time. The number of a Subscriber’s Devices which may be Enabled under a particular Access Right may not exceed at any time the above indicated quantities. The Access Rights are not concurrent rights. An Access Right is deemed allocated to a particular Subscriber, if one or more of such Subscriber’s Devices are Enabled. A Device is “**Enabled**” if it is capable of receiving streaming program content through the Minerva Software installed on such Device, regardless of whether such Device is at such time receiving such content.
		3. Lab License. If Customer is purchasing the *iTVFusion* Laboratory Server License, then such software and the related Access Rights may only be used in a non-revenue generating service.
		4. Widgets and Widget Display Module. If Customer purchases the Widget Display Module, then such module is part of the Minerva Software and, in addition to the other terms of this Agreement, the terms of this **clause (d)** apply to such module. The Widget Display Module may be installed on Devices to enable simple applications (“**Widgets**”) which may be overlaid on top of the video background. Subject to the below terms, Customer may make available through the Widget Display Module and, if applicable, list on the “Widget Bar” (which may be included in the Widget Display Module), Widgets developed by itself or third parties in addition to Widgets provided by Minerva. Customer acknowledges and agrees that Minerva has no warranty, support, indemnity or other obligations regarding third party Widgets and Customer’s Widgets. Customer agrees to look solely to the applicable third party developer for any such matters.
		5. General Terms. Customer acknowledges that the underlying structure, sequence, organization and source code of the Minerva Software are valuable trade secrets of Minerva and/or its licensors, and Customer agrees not to decompile, disassemble, reverse engineer, or modify in any way, any of the Minerva Software. For backup purposes, Customer may make a copy of the Minerva Software supplied on CD ROM or other media. Customer may not use the backup copy other than as a replacement for the primary copy. Customer must include on the backup copy all copyright and other notices included on the Minerva Software as delivered by Minerva. Except as provided elsewhere in this Agreement, Customer may not: (i) make any copy of any of the Minerva Software; (ii) make any copy of any of the written materials accompanying the Minerva Software or the related equipment; (iii) sell, assign, convey or otherwise transfer Customer’s rights to use the Minerva Software; or (iv) use the Minerva Software to provide services to others or sublicense the Minerva Software to any third party or otherwise allow any other person or entity to access or use the Minerva Software (including timesharing or service bureau services), whether by rental, lease or without consideration.
		6. Restricted Rights. If Customer is an agency and/or instrumentality of the United States of America, all Minerva Software and related documentation provided hereunder are provided subject to the restrictions applicable to other end users in accordance with the terms of this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable.
2. **Additional Obligations**
	1. Records; Inspections. Customer agrees to keep accurate books of account and records relating to the Minerva Software. Minerva will have the right, upon 14 days’ prior notice to Customer, at usual business hours of the day to cause a certified public accountant (or the equivalent) to examine (and make copies of) Customer’s books and records to the extent related to the Minerva Software, including its Access Rights and Subscribers. Such audits will be at Minerva’s expense, except that if an audit reveals that Customer is required to make additional payments equal to 5% or more in addition to the amounts previously paid for the period so audited, then Customer, in addition to immediately forwarding the amount owed (plus interest thereon at the rate of 1½% per month, or the maximum permitted by law, whichever is less, from the date due until paid), will pay the costs of such audit. All such books and records will be kept available for at least 3 years after the period to which such record relates.
	2. Rovi Licenses and Indemnity. Customer understands that use of the electronic program guide (“**EPG**”) included in Minerva Software, including Access Rights, may require Customer to obtain a patent license from Rovi Guides, Inc. (“**Rovi**”) authorizing the use of the EPG (the “**Rovi License**”). If Customer fails to obtain and maintain any such required Rovi License or Rovi or its successor asserts that Customer has not obtained and maintained all required Rovi Licenses, then Customer will defend, at its own expense, any Claim brought against Minerva related to such failure. Minerva agrees that it will promptly notify Customer in writing of any such Claim and give Customer full information and assistance in connection therewith. Customer will have the sole right to control the defense of any such Claim and the sole right to settle or compromise any such Claim. If Minerva complies with the provisions hereof, Customer will pay all damages, costs and expenses finally awarded to Rovi or any other third parties against Minerva in such Claim or agreed upon in settlement.
3. **WARRANTY and LIABILITY Limits**
	1. Minerva Software. Minerva warrants that, subject to the terms below, for a period of 90 days from the date of shipment (the “**Software Warranty Period**”), the Minerva Software licensed under this Agreement (the “**Warranted Software**”) will operate substantially in accordance with the specifications published by Minerva for such Software. Minerva does not warrant that (a) the Warranted Software is error free, or (b) the security features of the Warranted Software cannot be circumvented. If during the Software Warranty Period, Customer notifies Minerva in writing that any Warranted Software breaches the foregoing warranty (including a written explanation of such breach), and if Minerva is able to reproduce and confirm such breach, then either (i) such Software will be modified or replaced so that it conforms to such warranty or, at Minerva’s election; (ii) the amount paid to Minerva for such Software will be refunded to Customer and thereupon the license to such Software will terminate and, upon Customer’s return of the hardware on which such Software was pre-installed by Minerva, if any, the amount paid to Minerva for such hardware will also be refunded to Customer. Minerva will have no warranty obligations for any Software which has been modified other than by Minerva.
	2. No Warranty**. The foregoing warranty and limited remedies are exclusive and in lieu of all other warranties and remedies regarding Minerva Software. Minerva makes no other warranties with respect to the Minerva Software, express or implied, and Minerva expressly disclaims all other warranties, including but not limited to implied warranties of satisfactory quality, noninfringement, accuracy of information, merchantability, fitness for a particular purpose and accuracy of information.** These limitations are an essential part of this Agreement.
	3. Limit on Liability.  **Minerva’s liability under, or arising out of, this Agreement will be limited to the amounts paid by Customer for the Minerva Software covered by this Agreement. Under no circumstance and under no theory of liability will Minerva or its licensors be liable for costs of procurement of substitute products or services, lost profits, lost savings, loss of information or data, or any other special, indirect, consequential or incidental damages, in each case arising in any way out of this Agreement or the sale of, use of, or inability to use, the Minerva Software or any other related product or service, even if such person has been advised of the possibility of such damages. These limitations of liability are an essential part of this Agreement.**
4. **TERMINATION**

Upon Customer’s violation of any of the provisions of this Agreement or the termination or expiration of the Software Subscription Term, this Agreement, including Customer’s right to use the Minerva Software, will automatically terminate and Customer will be obligated to return the Minerva Software to Minerva, or destroy all copies of the Minerva Software. The termination of this Agreement for any reason will not affect **Sections 2, 3, and 4**  of this Agreement, each of which will continue in full force and effect.

**MINERVA NETWORKS, INC.**

**SERVICES STATEMENT OF WORK**

Subject to payment in accordance with a quote or other related document (the “**Quote**”) issued by Minerva Networks, Inc. (“**Minerva**”), which provides that the customer identified in the Quote (“**Customer**”) is purchasing installation and configuration services for the software and, if applicable, hardware described in the Quote (the “**System**”), Minerva agrees to provide such services under the terms and conditions of this Statement of Work (this “**SOW**”) and the applicable terms of the Quote. Capitalized terms used but not defined in this SOW are used as defined in the Terms and Conditions included in the Quote (the “**Quote Terms**”). The Services described in this SOW will be provided only if purchased under a Quote. All services provided hereunder are “Services” as that term is used in the Quote Terms.

**1. Defined Roles; Change Process; Pricing; Insurance**

***Minerva Implementation Team – Roles, Responsibilities***

* **Project Manager (PM)** – responsible for managing the implementation process to successful completion and is the primary contact for Customer. The PM acts as a facilitator for all project activities.
* **Integration Specialist** – responsible for System hardware and software installation and integration to Customer’s environment.
* **Logistics Coordinator** – tracks all project documentation, takes care of order processing, coordinates any shipments with Customer, and assists the Project Manager in tracking deliverables.
* **Minerva Software Developer –** supports any software interfacing or customization required by Customer.

***Customer Implementation Team – Roles, Responsibilities***

* **Executive Sponsor -** responsible for the decision to purchase the System and will be expected to contribute information about Customer’s goals for the software in the organization.
* **Project Lead** –Customer’s primary point of contact who is responsible for onsite project coordination and data delivery. This individual must be authorized by senior management with the decision-making powers to ensure the success of the implementation engagement.
* **Networking / IT Contact** –responsible for ensuring that there is sufficient IT infrastructure, e.g. IP addresses, Multicast, network connection, network disk space, etc. The Networking / IT Contact is also responsible for establishing database backup procedures, for ensuring connectivity between the Minerva Software servers.

***Site Visits***

Site visits by the Minerva Implementation Team members are necessary for successful implementation of the System. Customer shall provide the Minerva Implementation Team with access to Customer’s site as necessary for Minerva to fulfill its obligations hereunder.

***Engineering Change Proposal Process***

This SOW and any applicable documents listed herein describe the scope and extent of Minerva’s responsibilities, tasks, and deliverables. Any changes or additions to this SOW must be mutually agreed upon by both parties using the Engineering Change Proposal (ECP) process described below.

Either party may from time to time request a change to this SOW. All requests for changes shall be in writing. The party requesting a change is hereinafter referred to as the “**Requesting Party**,” and the other party is referred to as the “**Notified Party**.” The Requesting Party may initiate and/or request a change to this SOW by submitting such change to the Notified Party. As soon as practical after receipt of a change request, the Notified Party shall evaluate the change(s) to ascertain the technical implications, to include its impact, if any, on the functional and/or operational requirements of the System, on the overall system architecture and design, on the selected hardware and software, and on the maintenance, training, and documentation, as applicable. The Notified Party shall also evaluate the requested change to ascertain its impact on the original scope, responsibilities, deliverables, cost/price, and schedule as delineated in the SOW.

In response to a change request, Minerva shall generate a proposal, which clearly states the technical, price, and schedule impacts of requested changes. If the parties agree to implement a change request, Customer shall issue a modification to the applicable contract or purchase order delineating the changes, if any, in the form of an “Engineering Change Order” to this SOW, price, and/or delivery schedule.

No other process, verbal or written, other than that described within this section, shall be accepted as guidance or direction by either party to make any changes to this SOW.

***Required Changes***

This SOW is derived from Minerva’s current understanding of the project parameters and is based upon information provided by Customer and Minerva’s experience with similar projects. This SOW is subject to change if there are any changes in the information, assumptions, project scope, Customer performance of Customer responsibilities, Customer hardware/software environment or any other relevant factors, whether any such changes are within or outside the control of Minerva or Customer. Minerva will notify Customer of any such necessary changes to this SOW in accordance with the ECP process described above. However, notwithstanding the terms of the above ECP process, if the parties are unable to reach agreement on the effect of such changes, then Minerva may terminate its obligations under this SOW.

***Pricing***

* The pricing for the Services described in this SOW are included in the Quote. Customer has asked Minerva to perform the indicated Services described in this SOW and agrees to pay the Services fees listed in the Quote or such subsequent quote or accepted purchase order.
* If Minerva agrees to provide Services beyond those described in this SOW, such additional Services will be provided based on the following pricing schedule:

|  |  |
| --- | --- |
| **Activity** | **Rate** |
| **Integration Specialist’s On-Site Services & Travel Time** | $1500/day |
| **Integration Specialist’s Remote Service** | $1000/day |
| **Project Management (Remote)** | $200/hour |
| **Software Developer for Extended Functionality (Remote)** | $200/hour |

Customer shall reimburse Minerva for reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Services.

A “day” or “person-day” shall mean performance of Services by an individual for an 8-hour day.

***Insurance***

Minerva will procure and maintain in effect while it is providing Services hereunder, the following policies of insurance covering liability arising from this SOW: (a) all insurance coverage required by Federal and State law, including worker’s compensation and employer’s liability, all with statutory minimum limits; (b) general comprehensive liability insurance, with at least $1,000,000.00, combined single and aggregate limit, including personal injury or death of any persons and injury to or destruction of property, including loss of use resulting therefrom; and (c) business automobile liability, covering all owned, non-owned and hired automobiles of Minerva, with a combined single limit of liability of at least $1,000,000.00 for bodily injury and property damage for each accident.

**2. Project Management**

The following describes Customer’s and Minerva’s project management roles and responsibilities which may apply for particular Services under this SOW. These obligations arise only in connection with particular Services and are not separate from such other Services.

***Work Location(s)***

Based on the level of complexity, this activity may involve visits to Customer’s site by the Minerva Project Manager.

***Customer Responsibilities***

* Organize the internal implementation project team
* Participate in the development of the formal implementation project plan
* Set expectations with the senior management team that are defined by the project plan
* Arrange for workspace as needed by the Minerva Implementation Team
* Provide security access to buildings and necessary rooms specific to the implementation process
* Comply with the Acceptance testing process

***Minerva Duties/Deliverables***

* Initiate communications in a timely manner with Customer’s Project Lead to determine engagement needs
* Review this SOW with Customer’s Executive Sponsor and Project Lead
* Determine appropriate personnel, equipment, and time logistics
* Provide hardware and software requirements and detailed specifications for required data inputs
* Provide integration-specific checklist and pre-install checklists for Customer’s site readiness
* Work with Customer’s Project Lead, prepare the project plan that will map into Customer’s overall deliverable deadlines
* Provide to Customer Minerva’s “Readiness” form (the “**Site Readiness Form**”), which includes the customization items referenced below.
* Report the project status as required
* Conduct status conference calls as appropriate
* Manage Engineering Change Proposal (ECP) Process
* Manage the Acceptance testing process
* General:
	+ Contract and administrative documentation
	+ Provide a single point of contact into Minerva for Customer
	+ Respond to Customer requests in a timely fashion

***Performance***

* Minerva is not responsible for performance problems due to improper or insufficient configuration and/or capacity of the network infrastructure, or other non-Minerva problems. Time spent finding a performance problem not caused by Minerva will be charged to Customer at Minerva’s standard rates.

***Remote Access***

* Minerva will have remote access (VPN) to the System for problem analysis and resolution purposes.

**3. *iTVFusion* Base System Integration (On-site or Remote)**

If Customer has purchased on-site or remote *iTVFusion* Base System Integration, Configuration and Installation (as indicated in the Quote or otherwise), then the applicable portions of the following will apply:

***Hardware Installation***

In the case of an on-site installation, the Integration Specialist will install the appropriate hardware portions of the System in a standard 4-post equipment rack based on specifications provided by Customer in the Site Readiness Form. The Integration Specialist will wire equipment to the AC power system. Customer’s duties include installing/implementing all Ethernet cables and/or media conversion.

In the case of a remote installation, Customer will be responsible for racking and powering the iTVFusion servers, and connecting them to Customer’s network so the Integration Specialist can connect to the System remotely.

***Software Installation***

In the case of an on-site installation, the Minerva Software is loaded at Customer’s facility per the specifications of the order and the completed Site Readiness Form. The Integration Specialist will install the latest service packs and hot patches to update the software version if required.

In the case of a remote Installation, as much of the software as possible will be pre-loaded before shipment to Customer. However, Customer may be required to assist the remote Integration Specialist by inserting the appropriate software installation discs into the server.

***Network Configuration***

The Integration Specialist will configure the Minerva Software servers IP addresses per Customer’s specifications provided in the Site Readiness Form. TTL will be set according to the number of hops indicated on the completed Site Readiness Form. The Integration Specialist will provide a sample configuration file for the DHCP server provided by Customer.

Depending on the Customer network and STB to be used, the Multicast IP Addresses for *iTVFusion* Services will be set according to the completed Site Readiness Form.

***Customization & Integration***

**Customized Logos -** Per Customer’s request, the Integration Specialist will help Customer install customized logo and boot screen graphic. Customer will provide the logo and boot screen graphics according to the iTVFusion Client Configuration Guide.

**Caller ID –** Assuming Customer’s type of Caller-ID system is supported by Minerva, the Integration Specialist will install the *iTVFusion* Caller ID option, configure and test.

**Billing –** Per Customer specification indicated in the Site Readiness Form, the Integration Specialist will configure the export format (one of those supported by Minerva), FTP server, user/password and export frequency. The export will then be tested to confirm it operates correctly.

***Application Configuration***

EPG automatic daily upload will be configured and tested. Each STB type will be configured to maintain the relevant amount of EPG data per Customer’s needs and the STB limitation.

The Integration Specialist will provide a sample configuration for the following (based on Customer’s initial data set):

Live Channels

Pay-Per-View Channels

Channel Lineup

Region

Channel Package

Subscribers, Devices & Assign to Subscribers

***Maintenance***

The Integration Specialist will set up the database export configuration file and verify database backup is configured to run on a daily basis. In the case of an On-Site Installation, the Integration Specialist will verify remote access for Minerva before leaving Customer’s site.

***Customer’s Responsibilities***

Prior to the site visits, the Project Manager will contact Customer to schedule the visit and verify the site readiness. Customer will complete the Site Readiness Form. Customer is liable for any additional expenses as a result of a mismatch between the information provided in the completed Site Readiness Form or otherwise and the state of the site once the Integration Specialist arrives.

 Here is a partial list of items Customer will be responsible for:

● Obtaining the latest version of set-top box client software image from the set-top box vendor

● Providing set-top boxes for testing

● IP Network design and routing

● IP address assignment planning

● Ethernet cables to switch/router as required

● Video multicast address assignments

● Customer business network access to the Minerva Software servers

● Administration PC and KVM connection to Minerva Software servers

● WWW connection through Firewall; EPG download

● Secure VPN access to servers from WWW; support

● Back office router/switch, STB router/switch,

● DHCP server and detailed configuration

● DNS server if needed

● All components needed to attain the above

In the case of a Remote Installation, Customer will also be responsible for

● Inserting or removing the required software installation disks

● Moving Ethernet cables from one switch or router to another as required

● Reporting on the on-screen results from set-top box operations including booting, guide navigation, or other remote control actions

● Providing remote access to the System, either through a direct VPN connection or Go2Assist

● Physical Installation of the servers, including racking, wiring for power and networking.

● Being the eyes, ears, and hands of the remote Integration Specialist

**4. Boot/Flash Server Software Installation included in Base System Integration**

If Customer has purchased Boot/Flash Server Software Installation (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The Boot/Flash server provides the required functionality to either boot a particular manufacturer’s set-top box, flash new software onto the set-top box, or both.

***Software Installation***

The Integration Specialist will install the Boot/Flash server software for the vendors indicated on the Quote.

***Hardware Installation and Wiring***

Minerva will provide Customer the computer server, as indicated in the Quote.

The Integration Specialist will install the computer in a standard 4-post equipment rack based on specifications provided by Customer in the Site Readiness Form. The Integration Specialist will wire equipment to the AC power system. Customer’s duties include installing/implementing all Ethernet cables and/or media conversion.

***System Integration***

The Integration Specialist will configure the Boot/Flash server according to the data provided on the completed Site Readiness Form, including the IP address of the server and any required multicast addresses.

The Integration Specialist will load any required STB files onto the Boot/Flash server. If necessary, the Integration Specialist will create an image to flash from the required STB files. The Integration Specialist will confirm successful flashing of a set-top box.

***Customer Responsibilities***

● Purchase, procure, receive and provide the Integration Specialist with the particular vendor’s Boot/Flash server software.

● Set-top box from the specified manufacturer

● Ethernet connections on switch/router as required

● Ethernet cables to switch/router as required

● Boot/Flash server information in the Site Readiness Form

● STB Files from CAS vendor for flashing onto set-top as required

● All components needed to attain the above

**5. *iTVFusion* Integration with Customer Furnished Encryption System**

If Customer has purchased iTVFusion Encryption System Integration (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The Encryption System provides the required functionality to encrypt and decrypt video streams and assets.

***Software Installation***

The Integration Specialist will install any additional *iTVFusion* components on the *iTVFusion* servers to support the indicated Encryption System.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form, including the IP address of the key management server and any required multicast addresses.

The Integration Specialist will demonstrate that the communication is established between the System and the key management server. As required by the Encryption System, the Integration Specialist will demonstrate that the System populates the key management system with data for subscribers, devices, channel packages, and authorizations for either Live TV or VOD, depending on what is installed on-site at the time of installation.

***Customer Responsibilities***

● Properly configured and installed Encryption System

● Properly configured and installed VOD server (if required)

● Live TV sources and VOD assets (if required)

● Encryption server information in the Site Readiness Form

● STB Files from CAS vendor for flashing onto set-top boxes as required

● Set-top boxes compatible with *iTVFusion* and selected Encryption System vendor

● All components needed to attain the above

**6. *iTVFusion* Integration with Video On Demand System**

If Customer has purchased iTVFusion VOD Integration (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The Video On Demand System provides the ability to stream audio/video assets to Managed Devices, Stationary Devices and Mobile Devices.

***Software Installation***

The Integration Specialist will install any additional *iTVFusion* components on the *iTVFusion* servers to support the indicated Video On Demand system.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form, including the IP address of the VOD server and any partition information.

The Integration Specialist will demonstrate that the communication is established between the System and the VOD server. As required by the VOD server, the Integration Specialist will demonstrate that the System receives asset information from the catcher or ingest gateway, including pricing, trailer information, posters, start and end dates, and asset location. The Integration Specialist will confirm that the assets play out successfully on a Customer furnished set-top box which is agreed by Minerva to be compatible with the VOD server. If encrypted assets are used, the Integration Specialist will confirm that the authorization message is properly sent to the Encryption system prior to the request to play out the encrypted asset.

***Customer Responsibilities***

● Properly configured and installed VOD server (unless Minerva agreed to provide the VOD server)

● Properly configured and installed Encryption System (if required)

● Properly configured and installed VOD asset receiver system, “catcher’s mitt”

● Set-top boxes compatible with *iTVFusion* and selected VOD System vendor

● All components needed to attain the above

**7. *iTVFusion* Warm Standby Installation Service**

If Customer has purchased iTVFusion Warm Standby Installation Service (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The Warm Standby Module creates a link between the primary database and the standby database to automatically keep the standby database up to date with any changes or updates in the primary database. It also enables a fast changeover from the primary database to the standby database.

***Software Installation***

The Integration Specialist will install any additional *iTVFusion* components on the *iTVFusion* servers to support the Warm Standby Module.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form, including the frequency of database updates.

The Integration Specialist will demonstrate that the communication is established between the primary *iTVFusion* database Server and the backup *iTVFusion* database server. The Integration Specialist will demonstrate that the backup *iTVFusion* database is being kept in synch with the primary database. The Integration Specialist will demonstrate switching from the Primary database to the Backup database, and the procedures required to effect the switch and the reversion back to the primary database. The Integration Specialist will instruct Customer on the required maintenance procedures for a Warm Standby installation.

***Customer Responsibilities***

● Warm Standby Configuration information in the Site Readiness Form

● All components needed to attain the above

**8. *iTVFusion* Online Training**

If Customer has purchased *iTVFusion* Online Training (as indicated in the Quote or otherwise), see the Minerva website at <http://www.minervanetworks.com/support/iptv_training>, for a full description of the purchased training.

 **9. *iTVFusion* High Availability Installation Service**

If Customer has purchased *iTVFusion* High Availability Installation Service (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The High Availability Module implements a redundant configuration for Customer, designed with the goal of having no single point of failure in the System. High Availability is accomplished in the System at the database tier through clustering, with multiple database nodes serving the application server tier. The cluster uses a common network-attached storage so that all System database nodes are referencing the same data set. The network-attached storage is itself redundant, with multiple controllers and multiple network connections to the database nodes. In the System’s application tier, there are redundant application servers running in a load-balanced configuration.

***Software Installation***

The Integration Specialist will install any additional Minerva Software components on the *iTVFusion* servers to support the High Availability Module.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form.

The Integration Specialist will configure each of the servers, including database nodes, application servers, boot servers, and administration servers to support the High Availability configuration. The Integration Specialist will demonstrate that the communication is established between the database nodes so that sessions are maintained between the database nodes in the event of a failure to one of the database nodes. The Integration Specialist will demonstrate that if any component goes offline, the overall System continues to provide service. The Integration Specialist will instruct Customer on the required maintenance procedures for a High Availability installation.

***Customer Responsibilities***

● High Availability Configuration information in the Site Readiness Form

● IP Network design and routing

● IP address assignment planning

● Ethernet cables to switch/router as required

● All components needed to attain the above

**10. nDVR Integration andServer Installation Service**

If Customer has purchased nDVR Installation Service (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The nDVR Server manages the recordings on the nDVR storage server, coordinates communication with the iTVFusion database for Remote Storage DVR recordings, and keeps the schedule for recordings based on input from Minerva Software and the EPG Manager. The nDVR Server also provides services related to Pause Live TV, Restart TV and Catchup TV. The operator may select which services should be configured during the installation process.

***Software Installation***

The Integration Specialist will install the nDVR components on the servers to support the nDVR storage server.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form related to nDVR components.

The Integration Specialist will demonstrate that the communication is established between the System and the nDVR storage server. The Integration Specialist will further demonstrate that the nDVR server can connect to the iTVFusion database. The Integration Specialist will also demonstrate that set-top boxes in the network may communicate with the nDVR server to discover recorded content and the OTT module to discover Catchup TV content (if required). The Integration Specialist will demonstrate end-to-end operation.

***Customer Responsibilities***

● Availability of linear content in the agreed upon format for integration testing

● Properly configured and installed nDVR storage server and VOD server

● Properly configured and installed Encryption System (if required)

● Set-top boxes compatible with *iTVFusion* and selected VOD System vendor

● All information required on the Site Readiness Form regarding nDVR installation

● All components needed to attain the above

 **11. Widget Server Installation Service**

If Customer has purchased Widget Server Installation Service (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The Widget Server serves XML files to the Widget Engine on the set-top box to create the Widgets displayed by the Widget Display Module to the end user customer. The Widget Server also connects to the iTVFusion database to present only the Widget packages which are subscribed by the end user customer.

***Software Installation***

The Integration Specialist will install the Widget Server software on the Widget Server, and connect to the iTVFusion database to enable Widget Package creation.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form, including the IP address of the Widget Server.

The Integration Specialist will demonstrate that communication is established between the iTVFusion database and the Widget Server by configuring a default widget package. Also, the Integration Specialist will demonstrate that communication is established between the end user customer’s set-top boxes and the Widget Server by showing the Widget Bar. The Integration Specialist will further demonstrate that the Widget Server can communicate successfully with the external web sites that provide the data used in the Widgets. Finally, the Integration Specialist will demonstrate that Customer has properly configured its firewall by attempting to contact the Widget Server from the web and show that external access is denied to the open Web.

***Customer Responsibilities***

● Procurement and configuration of a firewall to enable access from Widget Servers to outside web services needed for Widgets while blocking access to the server from the general Internet.

● All information required on the Site Readiness Form regarding Widget Server installation

● Compatible set-top boxes for testing purposes.

● All components needed to attain the above

**12. Emergency Alert System Installation**

If Customer has purchased the Emergency Alert System (“**EAS**”) and/or “iTVFusionEAS Integration” (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

The EAS provides the mandatory automated alert signals and generates triggers for the Minerva Software.

***Software Installation***

All of the required software and configuration information is pre-installed on the EAS. This configuration is based on service location information provided by Customer.

***Hardware Installation and Wiring***

The EAS is a single unit architecture that requires an RF input. It outputs signaling via IP to the Minerva Software servers and audio and video system to the MPEG encoding system. If Customer has ordered the optional embedded MPEG2 encoder in the Monroe EAS, then the IP output of the Monroe will also include the EAS audio/video stream on a multicast IP address.

The Integration Specialist will perform all mounting and connection of the input and output wiring unless exceptions require special wiring or mounting practices.

***System Integration***

The Integration Specialist will configure the Monroe EAS according to the data provided on the completed Site Readiness Form, including the radio stations to tune, the IP address of the System, and the multicast address and data rate for the optional EAS MPEG2 encoder.

The Minerva Software will then be configured to be triggered by the EAS system, and broadcast the audio and video signals to a configured EAS channel. If the trigger signal needs to be forwarded to another *iTVFusion* system, it is configured at this time.

***Customer Responsibilities***

● Mounting of external antenna (if needed)

● Coaxial connection from external antenna to receiver

● Ethernet connections on switch/router as required

● EAS information in the Site Readiness Form

● All components needed to attain the above

**13. Recommendations Integration Services**

If Customer has purchased the Recommendations Integration Services (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

Minerva integrates with third-party recommendation engines to provide personalized VOD recommendations to users. The recommendations appear in the Recommended tab in the Web VOD interface. Recommendations vary according to the user’s viewing behavior analysis done by a supported recommendations provider (the “**Recommendations Provider**”).

***Software Installation***

The Integration Specialist will install any additional components on the Minerva Base System servers to integrate with the supported Recommendations engine.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form, including the IP address all of the necessary credentials from the Recommendations Provider.

The Integration Specialist will demonstrate that the communication is established between the Minerva System and the Recommendations server. As required by the Recommendations Provider, the Integration Specialist will demonstrate that the systems exchange customer and asset information from the System by establishing an FTP connection between the two systems. The Integration Specialist will also verify that usage data is transferred from the Minerva system to the Recommendations system, and that VOD user interface displays recommendations from the Recommendations server. The Integration Specialist will also configure static recommendations as a fall back solution and confirm that those VOD assets are correctly populated in the Recommended tab of the VOD section.

***Customer Responsibilities***

● Properly configured and installed Recommendations server (unless Minerva agreed to provide the Recommendations server)

● Properly configured and installed VOD server

● VOD assets are correctly ingested into the Minerva BackOffice

● Set-top boxes compatible with Minerva System and selected VOD System vendor

● All servers are time-synchronized

● All components needed to attain the above

**14. Initial Branding Support for Mobile Applications**

If Customer has purchased Initial Branding Support for Mobile and Tablet Apps (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

Minerva will assist operator to fully brand YourTV applications for Android and iOS, including insertion of company logo and modification of color schemes. Minerva will also work with Customer to publish the branded application to the respective Android and iOS application stores.

***Minerva Services:***

A Project Manager will provider a set of instructions outlining the required components from Customer to complete the mobile branding. The Project Manager will review the files returned from Customer and if everything is correct, he/she will coordinate the creation of a branded mobile application. Customer will be allowed to review and test the branded application prior to publication to the application stores.

***Minerva Duties/Deliverables***

● The Project Manager will work with the assigned resource from Customer to provide documentation and templates to be used for branding the Apps.

● The Project Manager will explain in detail the workflow for achieving Customer’s branding.

● The Project Manager will continue to be available to Customer for any clarification required throughout the process.

● The System Engineer will deliver all of the binary files required to be submitted to the Apple App and Android Play stores to achieve the branded application.

● The System Engineer will work with Customer to confirm that the branded applications perform as designed.

● The Project Manager will confirm the branding performed by Customer complies with the necessary standards and can be submitted to the Apple app and Google Play stores.

● The Project Manager will assist Customer with its submission to Apple App and Google Play stores.

***Customer Responsibilities***

● Register to Apple’s developer program to be able to submit Apps to the Apple App store

* Register to Google Play store

● Test and confirm the branded Apps meet the requirements before proceeding with the submission

● Submit the customized App to the Apple App and Google Play stores

● Market and launch the customized App to Customer’s subscribers

**15. Encryption Integration with Entitlements**

If Customer has purchased Entitlement Encryption System Integration (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

In addition to the standard encryption integration services, Minerva will configure the middleware system to function in entitlement mode. At a high level, this requires Customer’s devices and packages provisioned to be passed from the middleware to the encryption system. The downstream encryption system must be certified with Minerva for entitlement mode.

***Software Installation***

The Integration Specialist will install any additional Minerva components on the Application servers to support passing of entitlements from the middleware to the encryption system.

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form, including the IP address of the encryption server hosting the APIs for entitlement consumption. This includes configuration of the Minerva CAS Connector to pass entitlements for Live TV or VOD, IPTV or OTT as required by Customer.

The Integration Specialist will demonstrate that the communication is established between the System and the encryption server hosting the APIs. As required by the Encryption System, the Integration Specialist will demonstrate that the System populates the key management system with data for subscribers, devices, channel packages, and authorizations for Live TV or VOD, IPTV or OTT, depending on what is installed on-site at the time of installation. The Integration Specialist will demonstrate the end user device is able to play back encrypted content in entitlement mode.

***Customer Responsibilities***

● Properly configured and installed Encryption System

● The Encryption system must be configured for entitlement mode for the content type to be supported. Examples – the OTT module must be set to DRM=ON for ABR content, IPTV module DRM=ON for multicast content and so on

* Proper licenses installed to support the number of channels and content type from the Encryption System vendor

● Live TV sources and VOD assets (if required)

● Encryption server information in the Site Readiness Form

● STB Files from CAS vendor for flashing onto set-top boxes as required

● Set-top boxes compatible with Minerva and selected Encryption System vendor

* Support from the Encryption vendor services & support group as required by Minerva during the installation process

● All components needed to attain the above

***Assumptions***

● If entitlements is enabled in Minerva, entitlements must be enabled for all modules. For example, if Customer enables entitlements for IPTV it must also be enabled for OTT.

**16. Application Server Redundancy**

If Customer has purchased Application Server Redundancy Installation (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

Minerva will configure the BackOffice system to function with two or more active application servers. In the case of two application servers, if one application server fails the system will continue to function without any service interruption. In the case of n+1 application servers, the system will also continue to function without any service interruption, as traffic to the failed application node is re-routed to the surviving application servers. For managed network deployments where the Minerva multicast streams are deployed, both a Primary and Redundant set of multicast streams will be configured. In the event the Primary multicast streams are lost the STBs will use the Secondary multicast streams as required.

***Software Installation***

The Integration Specialist will install any additional Minerva software components on the Application and/or Boot servers required to enable Application Server Redundancy

***System Integration***

The Integration Specialist will configure the System according to the data provided on the completed Site Readiness Form. The Primary and Secondary Application servers will be configured with separate IP addresses. The Integration Specialist shall also configure the Primary and Redundancy multicast stream sets with the indicated timeout as provided by Customer. Minerva will also assist Customer with configuration of the boot parameters to boot to the load balancer IP address required for Application Server Redundancy.

The Integration Specialist will demonstrate that the end user device is able to communicate with both the Primary and Secondary Application servers. Minerva will also demonstrate the end user device working with either the Primary OR Secondary Application server shut down.

***Customer Responsibilities***

● A hardware load balancer configured to distribute traffic between two or more Minerva application servers

● Configuration of the load balancers as specified by Minerva to pass traffic to the Minerva application servers

* A set of multicast addresses for both the Primary and Redundancy multicast stream sets

**17. Analytics Server Configuration and Installation**

If Customer has purchased Analytics Server Configuration and Installation (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

Minerva will install the Minerva Analytics system to collect user event data from end user devices. The events collected will be processed on a nightly basis and made available as reports the next day. The Minerva Analytics system will provide a web based user interface for Customer to access the Analytics reports.

***Software Installation***

The Integration Specialist will install the Analytics WS (Web Services) and Analytics RS (Reporting Server) server on Minerva certified hardware configurations.

***System Integration***

The Integration Specialist will configure the Analytics System according to the data provided on the completed Site Readiness Form, including the public IP address for Analytics WS.

The Integration Specialist will install both the Analytics WS and Analytics RS and configure it to communicate with the existing Minerva BackOffice.

The Integration Specialist will demonstrate that the end user device is sending data to the Minerva Analytics WS server and that reports are updated with user events on a daily basis for several days after the installation. Minerva will also review the Reporting User Interface with Customer to ensure all reports are functioning and updated daily.

***Customer Responsibilities***

● A public IP address with a hostname for the Analytics WS (for event collection)

**18. DVB Encapsulator Installation**

If Customer has purchased DVB Encapsulator Installation (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

Minerva will pre-configure the DVB-encapsulator according to the information provided by Customer for initial configuration. The DVB-encapsulator will allow the STB to boot and receive data via the RF input from Minerva without a return path.

***Software Installation***

The Integration Specialist will install the DVB encapsulator and configure the Minerva BackOffice to communicate with the DVB encapsulator.

***System Integration***

The Integration Specialist will install and configure the DVB encapsulator and work with Customer to ensure the output encapsulated streams are multiplexed into the final TS streams sent to the STB.

The Integration Specialist will demonstrate that the STB can boot, receive EPG data and the correct channels when an IP return path is not present.

***Customer Responsibilities***

● The multiplexer must be compatible with the DVB encapsulator. This means Customer’s multiplexer be able multiplex the DVB encapsulator output streams in the final transport stream.

* The STB model must be certified to work with Minerva’s DVB encapsulation system

**19. Companion Application Server installation**

If Customer has purchased Companion Application Server Installation service (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

Minerva will pre-configure the below two packages according to the information provided by Customer for initial configuration.

* Remote Scheduler: allows subscribers to schedule and manage recordings while away from their TV sets by using the YourTV application for mobile devices and YourTV for Web client. Subscribers can browse EPG schedules and create and delete recording schedules as they can with the iTVClient interface on their STBs.
* MSCS (MultiScreen Device Communication Services): MSCS enables soft remote and multiscreen functionality across multicast and unicast subscribers’ bridged networks.

***Software Installation***

The Integration Specialist will install Remote Scheduler and MSCS packages, and configure the Minerva BackOffice to communicate and enable Companion Application Functions.

***System Integration***

The Integration Specialist will install Remote Scheduler and MSCS packages and configure it to communicate with the existing Minerva BackOffice and nDVR (if any) servers.

The Integration Specialist will demonstrate:

* Remote Scheduler: End user can schedule and manage recordings from mobile devices with YourTV application installed and computer with YourTV Web Client configured.
* MSCS: End user can control the primary screen from mobile devices; end user can have multiscreen interact experience (i.e. video playback push/pull, etc.).

***Customer Responsibilities***

* A public IP for Companion Application server
* Procurement and configuration of a firewall to enable access to Companion Application server from outside

**20. Mobile Integration and Testing**

If Customer has purchased Mobile Integration and Testing (as indicated in the Quote or otherwise), then the following will apply:

***Functional Description***

Minerva offers support for multiscreen devices for Android, iOS, PC and MAC as part of the Minerva middleware platform. In additional clients for each of the above mentioned platform, branded as YourTV, are available for use as part of Minerva’s multiscreen offering. The Android applications for phone and tablet are available on the Google Play Store while the Apple applications for iPhone and iPad are available on Apple’s App Store. Instructions for basic branding is available that allows for in-app branding (i.e. branding after the application has launched). Support for PC and MAC is available as a browser based application that requires a plugin to be installed and configured on the end user’s computer. The functionalities available to the operator are determined by modules enabled on the system (i.e. Linear Streaming, Remote Scheduler, etc.)

***Software Installation***

The Integration Specialist will install any additional Minerva components on the Application servers to support multiscreen applications for iOS and Android. The Integration Specialist will install YourTV Web on the Minerva Base System servers to enable support for PC and MAC browser based clients. If required, Minerva will work with the operator’s conditional access vendor to enable encryption for the multiscreen clients.

***System Integration***

The Integration Specialist will configure the System to allow the YourTV mobile applications to authenticate to the System.

The Integration Specialist will demonstrate all available features acquired by Customer as follow:

* YourTV PC Client installed and authenticated from a browser
* YourTV Mac Client installed and authenticated from a browser
* YourTV Android for Phone and Tablet installed and authenticated from the applicable Android device
* YourTV iOS for iPhone installed and authenticated
* YourTV iOS for iPad installed and authenticated
* Remote Control on the same network segment (without Companion) working with all supported operating systems
* Recording schedule on the same network segment working with all supported operating systems and multiple STBs
* Remote Scheduling working with all supported operating systems and multiple STBs
* Multiscreen experience using multiple network segments working with all supported operating systems and multiple STBs (if required)
* Assist Customer with in-app logo changes for Android and iOS if required
* Check if EPG and channels are properly configured and being presented using all YourTV apps
* Check if selected mobile services are properly configured for a customer and being presented correctly within YourTV apps
* Check encrypted Linear and VOD content is playable if encryption is required

***Customer Responsibilities***

* If Linear Streaming is required – access to supported ABR streams. Clear streams should always be provided, while encrypted streams should be provided (but are optional)
* If VOD is required – access to supported ABR streams. Clear streams should always be provided, while encrypted streams should be provided (but are optional)
* Set-top boxes compatible with the System (for testing Remote Schedule and Command & Control)
* If encryption is required, then a properly installed and configured conditional access system that supports ABR encryption
* If encryption is required support from operator’s select Conditional Access vendor

**Oracle Software License Agreement (SUBSCRIPTION)**

***License***

Subject to payment in accordance with a quote or other related document (the “**Quote**”), issued by Minerva Networks, Inc. (“**Minerva**”), which provides that the customer identified in the Quote (“**Customer**”) is purchasing a copy of Minerva’s *iTVFusion* *Framework* software (the “***iTVFusion Framework*** **Software**”), Minerva hereby grants Customer a non-exclusive, nontransferable license to use the software further described below (the “**Oracle Software**”), under the terms and conditions of this Oracle Software License Agreement (this “**License** **Agreement**”) and the applicable terms of the Quote. By executing the Quote or by delivering an order for *iTVFusion Framework* Software, Customer is agreeing to the terms of this License Agreement.

The Oracle Software licensed consists of a single copy of the Oracle Software for each copy of the *iTVFusion Framework* Software (in which the Oracle Software is embedded) licensed from Minerva, as well as any source code which may be included, and the related documentation. Customer agrees that all upgrades, enhancements or im­prove­ments to any of the Oracle Software subsequently supplied to Customer by Minerva or Minerva’s authorized agents, distributors or resellers on any distribution media or via any form of electronic distribution will be subject to the terms and conditions of this License Agreement. This License Agreement imposes certain restrictions on Customer’s use of the Oracle Software. Oracle America, Inc. (“**Oracle**”) retains title and ownership of the Oracle Software and no rights are granted to Customer or any other party other than a license to use the Oracle Software on the terms expressly set forth in this License Agreement.

Customer has the right to use the Oracle Software on such number of servers, and in such locations, as are necessary in order to properly operate such Software based on the number of subscribers and the functionality licensed. Customer may only use the Oracle Software with, and as a part of, the *iTVFusion* *Framework* Software. Customer may only use the Oracle Software in connection with its internal business operations.

For backup purposes, Customer may make a copy of the Oracle Software supplied on CD ROM or other media. Customer may not use the backup copy other than as a replacement for the primary copy. Customer must include on the backup copy all copyright and other notices included on the Oracle Software as supplied by Minerva.

Minerva or Oracle may audit Customer’s use of the Oracle Software to confirm compliance with this License Agreement. Customer agrees to provide, at no charge, reasonable assistance and access to information in the course of such audit. Minerva may report the results of such audit to Oracle.

Except as provided elsewhere in this License Agreement, Customer may not: (a) make any copy of any of the Oracle Software; (b) sell, assign, convey, give, or otherwise transfer the Oracle Software or Customer’s right to use the Oracle Software (and a secured party under any security interest Customer may grant in the Oracle Software has no right to use or transfer the Oracle Software); nor (c) except as permitted with respect to the *iTVFusion Framework* Software, sublicense the Oracle Software to any third party or otherwise allow any other person or entity to access or use the Oracle Software, whether by rental, lease, timesharing, service bureau, subscription service, hosting, or outsourcing, or without consideration; however, Customer may allow its agents and contractors to use the *iTVFusion* *Framework* Software (including the Oracle Software) on its behalf for permitted purposes and Customer may allow its subscribers to use such software to facilitate interactions between itself and such subscribers but, in each case, only if otherwise in compliance with this License Agreement and if Customer is responsible for such agents’, contractors’, and subscribers’ compliance with this License Agreement. Customer may not publish the results of any benchmark tests run on the Oracle Software.

Customer acknowledges that the underlying structure, sequence, organization, and source code of the Oracle Software are valuable trade secrets of Oracle and/or its licensors, and Customer agrees not to decompile, disassemble, reverse engineer (unless required by law for interoperability), or modify in any way, any of the Oracle Software (the foregoing prohibits, without limitation, review of data structures or similar materials produced by the Oracle Software). Customer also may not remove or modify any Oracle Software markings or any notice of Oracle’s or its licensors’ proprietary rights.

Upon any violation of any of the provisions of this License Agreement or the termination or expiration of the Software Subscription Term (as defined in the Quote), Customer’s rights to use the Oracle Software will automatically terminate and Customer will be obligated to return the Oracle Software to Minerva, or destroy all copies of the Oracle Software and related documentation.

Customer acknowledges that the export of the Oracle Software is governed by the export and import control laws of the United States of America and other countries. Customer agrees to comply with all such export control laws with respect to the Oracle Software and any direct product thereof.

***No Warranty***

**The Oracle Software is provided as is. Minerva makes no warranties, express or implied, and Minerva expressly disclaims all warranties, including but not limited to implied warranties of satisfactory quality, noninfringement of intellectual property rights, merchantability, fitness for a particular purpose and accuracy of information.**

***Other Terms***

Limit On Liability; No Liability For Consequential Damages. **Minerva’s liability under, or arising out of, this License** **Agreement will be limited to the amounts paid by Customer for the *iTVFusion Framework* Software in which the Oracle Software covered by this License** **Agreement is embedded. Under no circumstances and under no theory of liability will Minerva, Oracle or their licensors or suppliers be liable for costs of procurement of substitute products or services, lost profits, lost savings, loss of information or data, or any other special, indirect, consequential or incidental damages, arising in any way out of this License** **Agreement or the sale of, use of, or inability to use, the Oracle Software or any other Minerva supplied product or service, even if Minerva has been advised of the possibility of such damages. In addition, to the extent permitted by applicable law, Oracle will not be liable for any direct damages relating in any way to the use of, or inability to use, the Oracle Software.**

Third Party Software. Customer acknowledges that (a) certain third party technology may be identified in the documentation or as otherwise notified by Minerva as appropriate or necessary for use with the Oracle Software and (b) such third party technology is licensed to Customer for use with the *iTVFusion Framework* Software under the terms of the third party license agreement specified in such documentation or as otherwise notified by Minerva and not under the terms of this License Agreement.

Oracle is a Third Party Beneficiary. Oracle is a third party beneficiary of this License Agreement and may enforce the terms of this License Agreement against Customer. However, Oracle is not obligated to perform any of Minerva’s obligations.

Miscellaneous. This License Agreement represents the complete agreement concerning the matters covered hereby. It may be amended only by a writing executed by Customer and Minerva. If any provision of this License Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. This License Agreement will be governed by California, U.S.A. law (except for conflict of laws provisions). The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are expressly excluded.

**MINERVA NETWORKS, INC.**

**Conditional Access Software Terms**

Subject to payment in accordance with a quote or other related document (the “**Quote**”), issued by Minerva Networks, Inc. (“**Minerva**”), which provides that the customer identified in the Quote (“**Customer**”) is purchasing Conditional Access Software (as further described below, the “**Conditional Access Software**”), Customer is granted a license to use the Conditional Access Software under these Conditional Access Software Terms (these “**CA Terms**”) and the applicable terms of the Quote. By executing the Quote or by delivering an order for Conditional Access Software, Customer is agreeing to these CA Terms. Capitalized terms used but not defined in these CA Terms are used as defined in the Terms and Conditions attached to the Quote (the “**Quote Terms**”).

1. License Terms. The Conditional Access Software is licensed on the terms set forth in the Software Agreement attached as **Appendix 1** to these CA Terms. Customer agrees to execute and deliver such Software Agreement. For clarity, the Conditional Access Software is not Minerva Software.

2. Installation Services. If the Quote indicates that Customer is purchasing installation services for the Conditional Access Software, then such installation services will be as separately specified by Minerva.

3. Support.

(a) Generally. The parties agree that Customer will purchase from Minerva, for the first year from Acceptance of the Conditional Access Software, Support for the Conditional Access Software. Such Support will be provided by Minerva to Customer pursuant to the Support terms referenced in the Quote Terms.

(b) Renewal and Pricing. At the end of the initial Support term and each renewal term, the Support for the Conditional Access Software will be automatically renewed for one year periods, unless Minerva or Customer elects to not renew such Support by delivering to the other prior written notice of non-renewal. If any such Support is renewed, it will be on the terms of Minerva’s then effective Support terms. The price for Support for the Conditional Access Software, for the initial Support term and each renewal term, will be as specified in the Quote or as otherwise agreed.

**APPENDIX 1**

**TO**

**Conditional Access Software Terms**

**verimatrix End User License Agreement**

This Verimatrix End User License Agreement (“**EULA**”) is a legal agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Customer**”) and Verimatrix, Inc. (“**Verimatrix**”) for the Verimatrix software (the “**Software**”) licensed to Customer hereunder and supplied to Customer by Minerva Networks, Inc. (“**Minerva**”) either as software embedded in a third-party hardware product (the “**Third-Party Hardware**”) or as a stand-alone item. The term Software includes any APIs, device drivers, firmware and any associated media, printed materials and “online” or electronic documentation.

**1. SOFTWARE LICENSE**

The Software is licensed, not sold. This EULA grants Customer the following non-exclusive rights:

License. Customer may use the Software in object code form only in the products, versions, and number of installed instances as purchased from Verimatrix through Minerva under subsequent written purchase orders to Minerva identifying such products, versions and quantities, and only in accordance with its documentation and in conjunction with the Third-Party Hardware it was purchased with, equivalent replacement hardware in the event of a warranty replacement, or, if the Software is provided without any hardware, on any hardware consistent with the specifications supplied to Customer at the point of purchase. Any references to “**sale**” or “**purchase**” of the Software refers merely to the media upon which the Software resides, and not to the Software itself, which is only licensed hereunder, as set forth in this Section 1.

**2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

Restrictions; Decompilation. Customer may not and Customer shall not allow third parties to (i) reverse assemble, decompile, reverse engineer disassemble, extract any element of, or otherwise attempt to derive, source code (or the underlying trade secrets, ideas, algorithms, structure or organization) of the Software, except and only to the extent that such activity is expressly permitted by applicable law, notwithstanding this limitation; (ii) modify the Software or incorporate the Software into any other software; or (iii) copy, reproduce, translate or generate any derivative work from the Software or remove any proprietary notice therefrom.

Software Transfer. Upon written consent from Verimatrix, which will not be unreasonably withheld, Customer may permanently transfer all of its rights under this EULA, provided the recipient agrees to the terms of this EULA. Additionally, by purchasing and/or utilizing Verimatrix’s Software, Customer hereby understands and acknowledges that all Verimatrix Software is subject to United States Export and re-export control regulations. As a result, Customer will be responsible for adhering to these regulations. Violation of these regulations may result in penalties or trade restrictions imposed by the United States Government. If Customer wishes to export or re-export, it should contact Verimatrix for further clarification on trade restrictions.

High Risk Activities. The Software is not fault-tolerant and is not intended for use in hazardous environments requiring fail-safe performance (such as, without limitation, nuclear facilities, aircraft navigation or communication systems, air traffic control, medical device and life support machines, or weapon systems) in which the failure of the Software could lead to death, personal injury or physical and environmental damage (“**High Risk Activities**”). Accordingly, the License excludes any High Risk Activities and Customer agrees not to use the Software in connection with High Risk Activities.

 **3. OWNERSHIP.**

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Verimatrix owns all right, title and interest in the copyrights, patents and all other intellectual property rights in and to the Software and any accompanying printed materials.

**4. TRADEMARKS.**

The marks “Verimatrix” and “VCAS” are trademarks of Verimatrix. Verimatrix’s failure to list a trademark in this Section shall not constitute a waiver of any trademark rights. All other trademarks in the Software not owned by Verimatrix are the property of their respective owners.

**5. U.S. GOVERNMENT RESTRICTED RIGHTS.**

This is commercial computer software developed fully at private expense. If Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of this software, or any related documentation of any kind, including technical data or manuals, is restricted by the terms and conditions of a license agreement in accordance with Federal Acquisition Regulation 12.212 for civilian agencies, and Defense Federal Acquisition Regulation Supplement 227.7202-3(a) for military agencies, and any subsequent regulations then in effect.

**6. LIMITED LIABILITY AND WARRANTY**

LIMITED SOFTWARE WARRANTY. For a period of ninety (90) days from the date that Customer purchased the Software, or, if longer, the minimum period allowable under applicable law, Verimatrix warrants that (a) the Software will materially conform to its then-current documentation supplied to Customer for such Software; and (b) that the media containing the Software (but not the Software itself) is free from physical defects. The warranty covers only problems reported to Minervaduring the warranty period.

EXCLUDED WARRANTIES. EXCEPT AS SET FORTH IN THE PREVIOUS PARAGRAPH OF THIS SECTION 6, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND VERIMATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR ARISING OUT OF A COURSE OF CONDUCT OR COURSE OF DEALING, INCLUDING ALL WARRANTIES OF TITLE, PERFORMANCE, USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. VERIMATRIX MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE. NO ORAL OR WRITTEN STATEMENT PROVIDED BY VERIMATRIX SHALL CREATE ANY WARRANTY.

LIMITATION OF LIABILITY. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY CUSTOMER. VERIMATRIX AND MINERVA SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR OPPORTUNITY, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF VERIMATRIX OR MINERVA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. VERIMATRIX'S MAXIMUM AGGREGATE LIABILITY RELATING TO THIS EULA OR THE SOFTWARE SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH.

Because some states/jurisdictions do not allow certain disclaimers, exclusions or limitations of warranties, damages or liability, the above disclaimer, exclusion or limitation may not apply to Customer and, therefore, shall apply only to the maximum allowed under applicable law.

**7. Maintenance and Support**

Maintenance and support will be provided by Minerva pursuant to a separate agreement between Customer and Minerva.

**8. Term**

This EULA is effective until terminated. Customer may terminate the EULA at any time by returning or destroying all copies of the Software and related documentation. Customer’s rights under this EULA will terminate automatically if Customer fails to comply with the EULA. Sections 2, 3, 4, 5, 6, 8 and 9 shall survive such termination.

**9. Miscellaneous**

Governing Law. This EULA is governed by the laws of the State of California, USA, without applying (i) any law that would result in the application of any other body of law, or (ii) the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts having within their jurisdiction the location of Verimatrix’s principal place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving notices or otherwise as allowed by California state or U.S. federal law. In any action to enforce this Agreement, the prevailing party shall be entitled to costs and attorneys’ fees. Notwithstanding anything to the contrary herein, Verimatrix shall be entitled to seek injunctive or other equitable relief, wherever Verimatrix deems appropriate in any jurisdiction, in order to preserve or enforce Verimatrix’s rights for any breach or threatened breach of this EULA.

Severability. If any provision of this EULA is held to be invalid, illegal or unenforceable, it shall be treated as severed only in such jurisdiction where it is deemed invalid, illegal or unenforceable and the remaining provisions shall continue in full force and effect.

Inspection. Verimatrix shall have the right, at its own expense and upon reasonable written notice to Customer to periodically inspect Customer’s premises and such documents as Verimatrix may reasonably require, for the exclusive purpose of verifying Customer’s compliance with Customer’s obligation under this EULA.

Confidentiality. Except as expressly allowed by this EULA, Customer will not use or disclose any Software or related technology, idea, algorithm or information except to the extent Customer can document that it is generally available for use and disclosure by the public without charge or license. Customer recognizes and agrees that there is no adequate remedy at law for a breach of this Section, that such a breach would irreparably harm Verimatrix and that Verimatrix is entitled to equitable relief (without need to post a bond) with respect to any such breach or potential breach in addition to any other remedies.

Indemnity. Customer shall defend, indemnify and hold harmless Verimatrix, and its officers, directors, employees and agents (the "**Verimatrix Indemnitees**"), from and against all suits, claims, demands, losses, liabilities, damages and expenses (including reasonable attorneys’ fees and costs) that the Verimatrix Indemnitees may suffer or incur in connection with: (i) any third party claim arising from Customer’s breach of this EULA; and (ii) any infringement by Customer of Verimatrix's intellectual property rights in the Software.

Entire Agreement and Waiver. The EULA is the sole, final and entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties. A failure or delay in enforcing any provisions, exercising any option or requiring performance shall not be construed to be a waiver by Verimatrix.

**ACCEPTANCE OF TERMS:**

**Customer Verimatrix, Inc.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MINERVA NETWORKS, INC.**

***iTVFusion* Software 5.X Description (SUBSCRIPTION)**

***iTVFusion* *Framework***

The *iTVFusion Framework* consists of a “Client” portion and a “Back Office” portion. The Client portion includes the following features: Program Guide for Live TV, HD Support, Pay Per View and Pay Per Hour, Info Bar Surfing, Search, Video On Demand, Subscription Video On Demand, parental control, personal reminder, auto tune, broadcast messaging, emergency alerts, basic caller ID, user selectable themes, multiple languages, browser channels, full screen transparent skins and customizable logos. The client portion also includes “Personal Video Recorder” and “Whole Home Digital Video Recorder” functions, which allow the user to record live programming on a set-top box with storage and view from other set-top boxes in the home.

The Back Office portion includes the following features: subscriber management, provisioning & device inventory management, channel management, media assets management, services offering & pricing, VOD server interfacing, billing, and transaction exports. The Back Office also includes an OSS/BSS interface API and a Digital Rights Managements interface API. Also, Customer may create “regions” with specific characteristics (such as its own theme, channel lineup, time zone, and pricing), and assign subscribers to particular regions. A Warm Standby Database configuration is available with the associated installation service.

An *iTVFusion Framework* license includes the right to offer over another network operator's facilities to subscribers billed by such network operator, the various services included in the i*TVFusion* Software otherwise licensed by such Customer (including Modules and Connectors).

The price of the *iTVFusion Framework* license varies based on the Framework size selected. The framework sizes are optimized to give the best price for a specific number of Subscribers. The number of Access Rights a Customer may purchase is not limited by the Framework size.

***iTVFusion* *Laboratory Server License***

The *iTVFusion Laboratory Server License* consists of a “Client” portion and a “Back Office” portion. All of the features of the *iTVFusion Framework*, Modules, and Connectors are included in the Laboratory Server License, but for non-commercial use only. The Laboratory Server License includes Access Rights for up to 50 Devices for non-commercial use.

**Access Rights (Right to Use)**

An “**Access Right**” is a right granted by Minerva to allow a Customer to enable Devices to receive program content through the *iTVFusion* Software for a single Subscriber. An Access Right designated as a “Managed Device Access Right” may only be used with Managed Devices. An Access Rights designated as a “Stationary Device Access Right” may only be used with Stationary Devices. An Access Right designated as a “Mobile Device Access Right” may only be used with Mobile Devices.

***iTVFusion* Modules**

(*iTVFusion* Modules are optionally purchased features for the *iTVFusion* *Framework*.)

**Widget Gateway**

The Widget Engine Client Display Module included in the Internet Video and Widget Gateway, enables simple applications (“**Widgets**”) which may be overlaid on top of the video background. Elements in the Widget Engine Client Display Module include graphic display, text rendering, text entry, buttons with defined actions, video window resizing, channel change, and VOD asset playout. In selected geographic areas, Minerva provides its standard Widgets to Widget Engine Client Display Module licensees. The Minerva Widgets currently include the “Widget Bar” and Widgets for news, finance, sports, stock, weather and Twitter.

The Widget Development Tool Suite, included in the Internet Video and Widget Gateway, consists of three components: the Widget Developer’s Guide, the *iTVFusion* Client PC simulator, and source code for example Widgets. The Widget Developer’s Guide contains an overview of the Widget Engine, an XML definition of all of the Widget Objects, instructions on using the *iTVFusion* Client PC simulator, and a discussion of some example Widgets. The *iTVFusion* Client PC simulator enables rapid development by enabling the Widget developer to test its Widgets before deploying them on an actual IPTV set-top box. The source code for the example Widgets includes source code to the Minerva default Widgets should Customer want to customize the default Widgets for its own purposes.

**Network DVR Applications Module**

Network DVR Applications Module includes Remote Storage DVR, Restart TV, Network Pause Live TV, and Catch-up TV. This Module includes the EPG Manager, which enables the Customer to control which Network DVR applications are available on each Live TV channel, and the *iTVLink* nDVR software, which interfaces to the Network DVR server to schedule recordings in the network. This Module requires the purchase of the *iTV Link* Server Installation Service. The use of this Module may require additional licenses from the affected content owners. Minerva does not provide such licenses.

The Remote Storage Digital Video Recorder feature (RS-DVR) allows the *iTVFusion* *Framework* Client to enable the DVR features for recordings stored in the Customer’s network storage, so no DVR set-top boxes are required within the home. The *iTVFusion Framework* Client only allows the subscriber to record channels and programs that the Customer has marked as recordable in the EPG Manager. All subscribers share the same network storage for their DVR recordings. All Devices associated with a subscriber account have the ability to set up recordings, play back recordings, and manage the RS-DVR storage for that subscriber. This Module also enables Back Office Management of RS-DVR as a service available to individual subscribers.

The Restart TV feature allows the *iTVFusion* *Framework* Client to join a program that is in progress and start watching from the beginning of the program. The Network Pause Live TV feature allows the *iTVFusion Framework* Client to pause a program by switching from a broadcast stream to a unicast stream from the network DVR storage server. No DVR set-top boxes are required to enable these features. The *iTVFusion Framework* Client only allows the subscriber to restart or pause channels and programs that the Customer has marked as enabled for those features in the EPG Manager.

The Catch-up TV feature allows the Customer to identify TV Programs to record on the nDVR storage server to present to *iTVFusion* *Framework* Client in a hierarchical menu. The subscriber may play these recorded assets by selecting them from the menu. The Customer may define, for each channel and for each asset within that channel, whether ‘trick play’ is enabled. *iTVFusion Framework* Client only allows the subscriber access to the Catch-up TV content for programs that belong to channels that have been subscribed by the subscriber. This Module also enables Back Office Management of Catch-up TV as a service available to individual subscribers.

**Companion Application Web Server**

The Companion Application Web Server is a browser-based remote User Interface for scheduling DVR recordings on set-top boxes or on Network DVR. It also enables Companion Applications to control Managed Devices in the subscriber’s home.

**Analytics Collection and Reporting**

Analytics allows the Customer to analyze platform usage and content consumption across Managed Devices, Stationary Devices and Mobile Devices. The analytics system collects user events from the client applications, transforms them into usable facts, and then allows the Customer to generate reports based on the collected information. Example visual reports include most watched or recorded linear programs, most watched on demand titles, and most used streaming protocols.

**iTVFusion Connector**

(This software module enables connection by the *iTVFusion Framework* to specific third party components.)

**Quality of Experience Connector**

The Quality of Experience Connector gives the Customer the right to use the connector from *iTVFusion* *Framework* to a Quality of Experience management system. The “Back Office” portion of this Connector allows *iTVFusion* *Framework* to collect events from individual Devices, including network, video and audio errors, and user events such as recordings, asset playback, or channel changes. The data from the clients may be collected in immediate or batch mode.

**MINERVA NETWORKS, INC.**

**SUPPORT POLICY (SUBSCRIPTION)**

Subject to payment of the related subscription fee or support fee in accordance with a quote or other related document (the “**Quote**”), issued by Minerva Networks, Inc. (“**Minerva**”), which provides that the customer identified in the Quote (“**Customer**”) is purchasing a subscription for the Minerva software products (“**Minerva Software**”)and/or is purchasing support services for “Conditional Access Software” (“**Conditional Access Software**”), in each case as referenced in the Quote, Minerva agrees to provide support services (“**Support**”) for such products under the terms of this Support Policy (this “**Policy**”) and the applicable terms of the Quote. By executing the Quote or by delivering an order for Support, Customer is agreeing to the terms of this Policy.

**1. DEFINED TERMS**

1.1 Defined Terms. As used in this Policy, the following terms have the indicated meanings:

“**Covered Products**” means, during the Software Subscription Term, Minerva Software and, for any particular time period, if agreed by Minerva, Conditional Access Software as to which Customer has paid for Support for such time period.

“**Error**” means a failure of an unmodified version of a Covered Product to conform to the specifications set forth in the related documentation. Errors are categorized as one of the following:

(a) “**Critical Priority Error**” means an Error which completely disables essential business functions of the System.

(b) “**High Priority Error**” means an Error which disrupts essential business functions of the System. Examples include: (i) useful production is difficult because Covered Products are failing to perform correctly and/or reliably, or (ii) regular failures are occurring, but the System is not completely unusable.

(c) “**Medium Priority Error**” means an Error which disables or disrupts non-essential business functions of the System. Examples include (i) a Covered Product is not performing in a normal manner or the Error is very intermittent, or (ii) the System workload is impaired but it can be used.

(d) “**Low Priority Error**” means an Error which is cosmetic or non-disabling from a business standpoint. Examples include: (i) Errors causing minor inconveniences, and (ii) documentation errors.

 “**Hot Patch**” means a single fix or set of fixes to correct a specific Error in a Covered Product. Each Hot Patch is expected to be included in the next Service Pack or Release for such Covered Product.

 “**Release**” means a subsequent revision of a Covered Product, denoted by a change to the left (a “**Major Release**”) or right (a “**Minor Release**”) of the revision number decimal point (x.y).

“**Response**” means either a telephone or e-mail acknowledgement of receipt of a Service Request and a reply that may include: (a) request for additional information, (b) confirmation of the Error, or (c) a procedure to provide relief.

“**Service Pack**” means a set of fixes to correct Errors within a specific Release for a Covered Product.

“**Support Ticket”** means a request by Customer for Support under this Policy to address an Error.

“**System**” means the Covered Software and related hardware, if any, provided by or for Minerva to Customer.

“**Upgrade**” means the right to receive Releases, Service Packs, and Hot Patches for a particular Covered Product on the terms of this Policy.

1.2 Other Terms. Capitalized terms used but not defined in this Policy are used as defined in the Terms and Conditions attached to the Quote.

**2. Support Description**

2.1 Services. Support includes the following with respect to Customer’s Covered Products:

(a) Telephone and Online Support.

 (i) Generally. Minerva will provide Support to Customer through telephone and/or through Minerva’s online Support web site ([support.minervanetworks.com](http://support.minervanetworks.com)). In addition, Minerva will provide Customer with (A) online Support Ticket entry; (B) online Support Ticket tracking and status updates; (C) online download areas for Service Packs, Hot Patches, and Support information; and (D) online access to Minerva Support resources as determined by Minerva (*e.g.*, knowledgebase, FAQs, Support papers and application notes, *etc.*).

(ii) Normal Support Hours. Customer may contact Minerva for Support by telephone during normal regional business hours (9am to 5pm in Customer’s local time zone), Monday through Friday, excluding Minerva’s business holidays, which include: Christmas day, New Year’s day, Thanksgiving day, and United States’ Independence day (“**Normal Support Hours**”). Details of how to contact Minerva for Support are provided at the time Support is activated for Customer.

 (iii) After Hours Support. For Support outside of Normal Support Hours:

(A) Customer may submit questions/issues via Minerva’s online Support web site ([www.support.minervanetworks.com](http://www.support.minervanetworks.com)). Such questions will be reviewed and classified the next business day by a Minerva technical support engineer (a “**TSE**”).

(B) For Support Tickets involving Critical Priority Errors, Customer can also call the direct line and request immediate Support from the on-call Support personnel.

 (b) Upgrade Right and Maintenance.

 (i) Right to Upgrade, *Etc.* Customer is entitled to Upgrade each Covered Product. Notwithstanding the above, Customer is not entitled to use any portion of a Release which is an option, module or connector for a Covered Product for which Minerva charges a separate license fee (other than media and handling charges), unless Customer has previously purchased such option, module, or connector for such Covered Product. In addition, the right to Upgrade does not include the right to receive any hardware or third party software product or update thereto which may be required to use any Release, Service Pack or Hot Patch. Minerva will provide to Customer, Releases, Service Packs and Hot Patches to the applicable Covered Products as and when such are made generally commercially available during the applicable Support period. Releases, Service Packs and Hot Patches are licensed to Customer pursuant to the applicable Software Agreement. Minerva is not obligated to create any Releases, Service Packs or Hot Patches.

(ii) Support Does Not Include Installation of Releases. Support does not include installation of Releases by Minerva. If Customer requests that Minerva provide Release installation services, then such services must be purchased from Minerva’s professional services group for an additional fee. Minerva is not obligated to provide any further Support if any person, other than Minerva, installs a Release which is identified as one that must be installed by Minerva in order to continue to receive Support.

(iii) Support Does Not Include Installation of Service Packs and Hot Patches. Support does not include installation of Service Packs and Hot Patches. Service Packs and Hot Patches are designed to be installed by Customer. Minerva will provide remote assistance, in the form of answering questions, in connection with Customer’s installation of Service Packs and Hot Patches. If Customer requests that Minerva perform such installation services, Customer must purchase those services from Minerva’s professional services group for an additional fee.

(c) “Single Point of Contact” Option. If Customer purchased the “Single Point of Contact” option, Minerva will assign a TSE as Customer’s primary point of contact. This particular TSE will be responsible for the management, escalation and coordination of Error resolution within Minerva on behalf of Customer and for communicating to Customer the status of Support Tickets.

(d) On-Site Technical Support. On-site Support will be provided within 48 hours to locations within North America and within 72 hours to locations located outside of North America, when required, as determined by Minerva. On-site Support is charged as detailed in **Schedule 1** to this Policy, plus travel expenses incurred.

2.2 Technical Contacts. Customer will designate two of its full-time employees as contacts: 1 primary and 1 backup (each a “**Technical Contact**”), to serve as liaisons with Minerva’s Support group. Prior to being designated as a Technical Contact, each person must successfully complete Minerva’s then required training for Technical Contacts. The designated Technical Contacts will be the sole liaisons between Minerva’s Support group and Customer for all Support. Customer will provide reasonable written notice to Minerva whenever Technical Contact responsibilities are transferred to another individual. Customer may have up to 5 Technical Contacts. Customer may add additional Technical Contacts for an additional fee.

2.3 Support Tickets.

(a) Prioritization. The TSE and a Technical Contact will classify each Support Ticket according to the priority levels of the Error described in such Support Ticket. Errors will be classified as: Critical Priority Errors, High Priority Errors, Medium Priority Errors, or Low Priority Errors (as defined above). Minerva will respond to a Support Ticket with respect to Covered Products in a manner that relates to the priority of the related Errors and in accordance with the “Response Goals” specified in **Schedule 1** to this Policy. Error priority levels for a Support Ticket, and Minerva’s corresponding obligations, may be adjusted as work-arounds are provided which cause the Error severity level to decrease.

 (b) Response Goal. For the purposes of this section, a “Response Goal” will mean the time in which the TSE commences attempting to resolve the Errors specified in the Support Ticket. Response Goals are based on Minerva’s ability to remotely access the System and do not apply if Customer cannot, or will not, allow remote access to its System installation. It is not Minerva’s policy to release targets or goals for Error resolution.

2.4 Customer Cooperation. Minerva’s obligation to provide Support is conditioned upon the following: (a) Customer’s reasonable effort to resolve the Error after communication with Minerva; (b) Customer’s provision to Minerva of sufficient information and resources to correct the Error, including remote access as further discussed in these policies; (c) Customer’s prompt installation of all Service Packs, Hot Patches and/or work-arounds supplied by Minerva; and (d) Customer’s procurement and installation and maintenance of all hardware necessary to operate the Covered Products.

2.5 TSE Response and Escalation.

 (a) TSE Response. Upon receipt of a Support Ticket from Customer, Minerva will assign the Support Ticket to its TSEs. Minerva’s TSEs are responsible for identifying the Error and gathering initial case information. If the Support Ticket can be satisfied through information dissemination and assistance in connection with installation, administration, and features and functions of the Covered Products, the applicable TSEs will use reasonable efforts to provide such assistance with such Support Ticket. Minerva’s response may include providing a written response, a telephonic response, a Hot Patch, supplementary documentation, logging into Customer’s system to troubleshoot an issue, a temporary work-around, a new Release or other correctional aids.

 (b) Proactive Escalation. If a Support Ticket cannot be resolved by the initial TSE, such Support Ticket will be escalated to Minerva’s Senior TSEs (“**Tier-2**”). Support Ticket resolution may include providing an existing fix to an already identified Error. If a particular Support Ticket cannot be resolved by Tier-2, it will be escalated to Minerva’s Engineering and/or Product Marketing groups or the applicable third party vendor.

 (c) Customer Escalation. For Support Tickets involving Critical Priority Errors and High Priority Errors only, if Customer reasonably determines that there is a performance issue in connection with the response provided by Minerva’s initial TSEs, Customer may request escalation of such Support Ticket to Tier-2. If such an Error is still not proceeding to Customer’s reasonable expectations, Customer may escalate the Support Ticket for such Error to Minerva’s Director of Technical Support or the applicable third party vendor. If such escalation does not resolve the issue, Minerva may escalate the issue to its Vice President of Technical Support or, if applicable, within the applicable third party vendor. Support Tickets involving Medium Priority Errors and Low Priority Errors may not be escalated by Customer using the escalation process in this Section.

**3. Support Conditions**

3.1 Supported Releases. Support applies only to the latest Release and the immediately previous Release of each Minerva Product.

3.2 Supported Configurations. With each Release, Minerva will provide a list of supported configurations for that Release. This list of supported configurations will set forth the hardware platforms, operating systems, database versions, and other third party software products required for such Release. Minerva’s Support services are provided solely for such documented, supported configurations. A current list of supported configurations can be obtained by contacting the Minerva “Support Center” or Minerva’s website (support.minervanetworks.com).

3.3 Supported Platforms. Support is limited to (a) Covered Products on platforms that are fully supported, and (b) reproducible Errors that are demonstrable in the latest Release of such Covered Product, running unaltered on the proper hardware configuration.

3.4 Reproducing Errors; Remote Access. For each Support Ticket, Minerva will use commercially reasonable efforts to reproduce the Error so that the results can be analyzed. In order to reproduce the Error in the most timely and efficient manner, Customer will provide VPN remote access or similar level internet-based access to the System. In the absence of remote access, the time necessary to resolve an Error will increase significantly, and additional fees may apply. Additionally, certain Support services described herein may not be available to Customer if Customer does not provide such remote access.

3.5 Support Issues Not Attributable to Minerva. Minerva is not obligated to provide Support for Errors related to: (a) improper installation of Covered Products by non-Minerva personnel, (b) use of Covered Products in a manner deviating from the procedures specified in the documentation for such products, (c) Errors caused by Customer’s negligence, hardware malfunction, or third-party software; and (d) situations in which Customer has not paid the Support fees when due.

3.6 Exclusions from Support.

(a) In-Depth Training. Support does not include responses to Support Tickets which are in the nature of training in that they require an inordinate amount of a TSE’s time. Such requests will be referred to Minerva’s training or professional services departments.

 (b) Customization Assistance. Assistance in developing, debugging, testing or any other application customization for modifications made by Customer, even if a permitted modification, are not included in Support. Those services, if available, must be purchased separately from Minerva’s professional services group. Minerva Software may enable customization using the unique customization tools provided within such products or using another product, such as a software development kit. Any other modifications to Minerva Software is not authorized and could result in the termination of (i) any remaining warranty, (ii) Minerva’s obligation to provide Support, and (iii) the related Software Agreement.

(c) Assistance on Third Party Products. Support does not include addressing issues related to the installation, administration, and use of non-Covered Products or other enabling technologies such as databases, computer networks, and communications systems. If Minerva separately agrees to provide technical support services for such other third party products, then such services will be provided under the terms of separate agreements and not under this Policy.

(d) Customer’s Environment Issues. Problems due to defects in the environment in which the Covered Products are installed are not included in Support. If Minerva concludes that an Error being reported by Customer is due to defects in such environment, then Minerva will so notify Customer. Additional assistance to address such issues will be provided by Minerva, if at all, pursuant to a separate arrangement with Minerva’s professional services group for an additional fee.

**SCHEDULE 1**

**TO SUPPORT POLICY**

**SUPPORT SUMMARY**

|  |  |
| --- | --- |
| **Feature** | **Premium Support** |
| **Access & Response** |  |
| **Hours of Support** | 7 days a week, 24 hours a day |
| **After hours phone Support** | Included |
| **Number of Errors included** | Unlimited |
| **Remote Diagnostics\***  | Included |
| **Proactive Escalation**  | Included |
| **Technical Contacts\*\*** | Up to 5, 2 – required |
| **Response Goals for:** Critical Priority ErrorsHigh Priority ErrorsMedium Priority Errors | 2 hours4 Normal Support Hours1 business day |
| **Single Point of Contact** | Available for additional yearly fee |
| **On-site Support**(If qualified by Minerva) | Within 48 hours (72 hours outside North America), see the SOW for rates |
| **Self Service** |  |
| **Online Case Management** | Included, 7x24 |
| **Online Access to** **Knowledgebase & Resources** | Included, 7x24 |
| **Software** |  |
| **Software Upgrade \*\*\*** | Included |
| **Upgrade Installation Services**  | Additional Fee, see the SOW for rates |
| **Supported Releases** | Current Release and Previous Release, with the latest Service Packs and Hot Patches applied |

\* Customer is required to provide VPN access or similar access. Noncompliance may be subject to additional fees.

\*\* Customer Technical Contacts must pass Minerva’s “Required Administrator Training for Technical Contacts.”

\*\*\* Includes Major and Minor Releases, Service Packs and Hot Patches, though separately priced features/options are not included. Installation services are not included.

**MINERVA NETWORKS, INC.**

**ANALYTICS SERVICE TERMS AND CONDITIONS**

Subject to payment in accordance with a quote or other related document (the “**Quote**”), issued by Minerva Networks, Inc. (“**Minerva**”), which provides that the customer identified in the Quote (“**Customer**”) is purchasing the Analytics Service (defined below), Minerva agrees to provide such services under these Analytics Services Terms and Conditions (these “**Terms**”) and the applicable terms of the Quote. By executing the Quote or by delivering an order for the Analytics Service, Customer is agreeing to the Quote and these Terms (collectively, the “**Agreement**”). Capitalized terms used but not defined in these Terms are used as defined in the Terms and Conditions included in the Quote (the “**Quote Terms**”). These Terms are subject to the Quote Terms, provided that these Terms prevail in any conflict with the Quote Terms.

1. **ANALYTICS SERVICE**
	1. Generally. Minerva hereby agrees to provide to Customer, and Customer agrees to purchase from Minerva, a subscription to the Analytics Service, on the terms set forth in the Agreement. The “**Analytics Service**” means, online access to the analytics reports generated by Minerva for Customer (the “**Analytics Reports**”) regarding Customer’s subscribers’ television viewing behavior and activities and other related information (the “**Data**”), all as described on Minerva’s website (the “**Site**”), but subject to these Terms. Minerva may update the Analytics Service from time to time. However, Minerva agrees that at least until the next renewal of the Agreement, it will not materially reduce the functionality of the Analytics Service. Customer’s right to use the Analytics Service commences on the date (the “**Start Date**”) which is the later of (a) the initial payment to Minerva for the Analytics Service, (b) Minerva’s completion of the set-up of the Analytics Service, and (c) Acceptance of the Analytics Service.
	2. Analytics Reports. Subject to the terms and conditions of the Agreement, Customer may remotely access, view and download the Analytics Reports, which will be stored at http://www.minervanetworks.com/analytics (or such other URL that Minerva may provide from time to time). No more than 5 of Customer’s personnel may access the Analytics Reports concurrently. The Analytics Reports for a given month will be available for at least the 12 months following the end of such month.
	3. Service Level Agreement. Minerva agrees to provide Customer a service level agreement and credits as outlined in the then current version of the “Service Level Agreement for Minerva’s Analytics Service” (the current version of which is attached hereto as **Exhibit A**) (the “**Service Level Agreement**”). The Service Level Agreement may be amended from time to time by Minerva.
	4. Use of Analytics Service. Customer agrees to not, (a) rent, lease, sell, assign or otherwise transfer rights in or to the Analytics Service; (b) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Analytics Service; (c) use data belonging to a third party; or (d) use the Analytics Service other than to generate, view, and download Analytics Reports. Customer will comply with all applicable laws and regulations in its use of and access to the Analytics Service and Analytics Reports.
2. **Data**
	1. Minerva Analytics Privacy Policy. Customer agrees to the Minerva “Analytics Service Privacy Policy” located at (http://www.minervanetworks.com/supplements/privacy) (the “**Minerva** **Analytics** **Privacy Policy**”). Minerva may amend the Minerva Analytics Privacy Policy from time to time, as set forth therein, and Customer will be deemed to have agreed to such amendments as set forth in the Minerva Analytics Privacy Policy.
	2. Ownership. All right, title, and interest in Data will remain with Customer or its subscribers. Customer and Minerva agree that Minerva may use the Data only in accordance with the then current version of the Minerva Analytics Privacy Policy, including to generate the Analytics Reports. The Agreement does not provide Minerva with title or ownership of the Data. Customer warrants that it has the right to possess and use the Data as provided in the Agreement. Customer will reimburse Minerva for any expenses reasonably incurred by Minerva (including reasonable attorneys’ fees) by reason of its compliance with Customer’s instructions in the event of a dispute concerning the ownership, custody or disposition of Data.
	3. Customer Privacy Practices. Customer will not (and will not allow any third party to) use the Analytics Service to track or collect personally identifiable information of subscribers, or associate any Data with any personally identifying information from any source as part of Customer’s use (or such third parties’ use) of the Analytics Service. Customer agrees that it has and will abide by a privacy policy that complies with all applicable laws and industry standards and that Customer will comply with all applicable laws relating to the collection of information from its subscribers. Customer agrees to disclose the use of the Analytics Service, and how it collects and processes Data, including a link to Minerva’s Analytics Privacy Policy, and will obtain all subscriber consents required by applicable law in connection with the Analytics Service.
3. **FEES AND PAYMENT**

* 1. Fees. Customer agrees to pay for the Analytics Service as set forth in the Quote. The fee for the Analytics Service is calculated on an annual basis, based on the number of Customer subscribers for which Data was collected using the Analytics Service (each an “**Active Subscriber**”). The Quote indicates the initial number of Active Subscribers for which Customer is purchasing the Analytics Service. Customer may add Active Subscribers in excess of its then current number of authorized Active Subscribers. Following the end of each calendar quarter, Minerva will identify the maximum number of Customer’s Active Subscribers on any day in such quarter (the “**Maximum Usage**”). If, in a particular calendar quarter, the Maximum Usage exceeds the number of Active Subscribers for which Customer has then subscribed, then Minerva will invoice Customer for the Analytics Service for such number of Active Subscribers as are sufficient to make up the shortfall as follows: The fee for Active Subscribers added other than on a Start Date anniversary will be calculated on a pro-rated basis (a) for the portion of the annual period remaining to the next Start Date anniversary, and (b) assuming that such Active Subscribers were added as of the middle of the calendar quarter preceding the date on which Minerva invoiced Customer therefor.
	2. Fee Calculation. The initial subscription term commences on the date of the Quote and continues until the first anniversary of the Start Date. During the initial subscription term, the fee for the Analytics Service for each Active Subscriber is as set forth in the Quote. Thereafter, the fee for the Analytics Service shall be the then-current rates (when renewed or Active Subscribers are added) published by Minerva for such service. Any renewal of the subscription will be on the terms of Minerva’s then effective Analytics Service Terms and Conditions, including the Analytics Service as then described on the Site.
1. **EFFECT OF TERMINATION**
	1. Data. Upon the termination or expiration of the Agreement, Minerva will have no obligation to maintain any of Customer’s Data or Analytics Reports. However, if requested by Customer in writing within 15 calendar days of the termination or expiration of the Agreement, Minerva will make available to Customer, for a fee, access to all of its Data then in Minerva’s possession or control. Such access shall be by delivery of a file containing such Data. Customer understands and agrees that regardless of whether it makes arrangements for receipt of its Data, after such 15-day period, Minerva may delete all of Customer’s Data from its systems and will have no liability for such action.
	2. Survival. The expiration or termination of the Agreement for any reason will not affect **Sections 2, 3, and 4** of these Terms, each of which will continue in full force and effect.

**EXHIBIT A**

**SERVICE LEVEL AGREEMENT**

**FOR MINERVA’S ANALYTICS SERVICE**

1. **Availability of Service Credits**. Minerva agrees that if Minerva’s Analytics service (the “**Analytics** **Service**”) agreed to be provided to a particular customer suffers a Service Failure, other than due to an Excusing Event (as such terms are defined below), then such customer shall be entitled to a credit (a “**Service** **Credit**”) equal to 3% of such customer’s annual Analytics Service fee paid to Minerva for each such Service Failure; provided that in no event shall the Service Credits available to a customer in any calendar quarter exceed 25% of such customer’s annual Analytics Service fee paid to Minerva. In addition, if the Service Credits available to a customer in any 2 consecutive calendar quarters each exceed 12.5% of such customer’s annual Analytics Service fee, then within 30 days after the end of such second quarter customer may terminate the Analytics Service and thereupon receive a refund of any amounts paid to Minerva for the Analytics Service allocable to the period after notice of termination.
2. **Use of Service Credits.** Customers entitled to a Service Credit must request the Service Credit by contacting Minerva supportin writing within 15 days after becoming entitled to such Service Credit. Service Credits issued to a customer may only be used by that customer to extend its Analytics Service with Minerva. Service Credits will not be issued in cash. Each customer must use its Service Credits by its next annual renewal following the availability of such Service Credits. Service Credits not so used will be deemed forfeited.
3. **Service Failures.** A “**Service Failure**” for a customer means any of the following:
4. No reports are available to such customer from the Analytics Service for more than 72 hours;
5. The Analytics Service fails to capture data for a substantial number of such customer’s subscribers for more than 72 hours; or
6. Minerva fails to update the reports accessible to such customer with such customer’s subscribers’ data within 48 hours of the creation of such data.
7. **Excusing Events.** An “**Excusing Event**” means any of the following:

(a) The affected customer’s act or omission or an act or omission of a third party for which Minerva is not responsible, including hacking or denial of service attacks;

(b) Routine or emergency maintenance of the Analytics Service or any other scheduled downtime agreed to by the affected parties;

(c) Defects or problems caused by any hardware, software, database, application or other code or materials not provided by Minerva; or

(d) Events of *force majeure*, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of Minerva’s own employees), government acts, or failure of the Internet.

1. **Sole Remedy; Amendment.**  The issuance of Service Credits and termination of the Analytics Service as provided above are Minerva’s sole obligation, and each affected customer’s sole remedy, for any Service Failure or other failure of the Analytics Service. Minerva may amend or terminate this Service Level Agreement as to future periods by posting notice of such changes or termination on this page.