

**SCHEDULE 1: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO HOME
ENTERTAINMENT ENABLED DEVICES**

1. **Specifications.** Company shall comply with the Technical Specifications and the availability standards (set out in paragraph 5 below) and provide the Execution Instructions to ----- . In the event that Company cannot reasonably comply with subsequent versions and revisions of the Technical Specifications as notified by ----- from time to time, then Company shall immediately notify ----- and ----- shall be entitled to immediately terminate this Agreement.
2. **Derivative works.** Company agrees not to use the Technical Specifications in order to create or enable a third party to create a competitive service with similar ideas, concepts, features, functions or graphics, or to authorize any third parties to do so.
3. ----- **License.** Subject to and conditional upon the terms and conditions of this Agreement, ----- hereby grants Company during the Term a non-exclusive, royalty-free, non-sub-licensable and terminable limited license in the Territory to utilize the Technical Specifications for the sole purpose of formatting the Company Service to interface with the Enabled Devices and for Company to deliver the Company Service pursuant to the terms of this Agreement.
4. **Quality of the Company Service.** Company grants ----- a world-wide, royalty-free and limited licence to (i) monitor (including monitoring access to) the Company Service (including individual Programs) for delivery quality assurance, performance, issue investigation and resolution and other technical purposes; and (ii) download any one Program per day (chosen by ----- at random) to -----'s systems solely for the purpose of checking whether the quality of the Company Service (in particular, the encoder used) complies with the Technical Specification. ----- agrees not to distribute or make any copies of the downloaded Program except for the purpose set out in this paragraph 7 and to delete the downloaded Program promptly upon completion of testing. Without prejudice to any other right or remedy available to ----- under this Agreement or otherwise, in the event that -----'s tests reveal that the quality of the Company Service does not comply with the Technical Specification, ----- shall notify Company and Company will take prompt remedial measures to ensure compliance.

5. Availability Standards

(a) **Monitoring.** Company will monitor the availability of the Company Service on a continuous (24 X 7) basis. Company will provide ----- with contact information (including email, telephone, pager and fax information, as applicable, for both during and after business hours) for Company's technical representatives for use in cases when issues or problems arise with respect to the Company Service. In addition, Company shall make available a User facing service unavailable notice in accordance with the Technical Specification, including a contact telephone number, email address and/or website address for all User enquiries in the event that the Company Service is unavailable ("**Service Unavailable Notice**").

(b) **Telecommunications.** Where applicable, Company will utilize encryption methodology to secure data communications between the Parties' data centers.

(c) **Uptime.** Company will use commercially reasonable efforts to meet traffic demands and achieve a 99.99% Uptime during each calendar month (a "**Period**"), 24 hours per day, seven days every week. "Uptime" shall equal (a) the difference between total minutes in a Period, excluding scheduled maintenance (which shall be in accordance with industry standards) and any events which are outside of Company's control which result in downtime ("**Total Time**"), and minutes that the Company Service is not available for use, divided by (b) Total Time. Company will provide a monthly report to ----- reporting on such Uptime and other relevant information.

(d) **Notification.** Company acknowledges that in some instances the underlying cause of the unavailability of the Company Service may jeopardize the stability of -----'s systems or those of third parties (including third party services similar to the Company Service). In addition, Company acknowledges that the unavailability of the Company Service (for whatever reason) may lead to Users contacting ----- and causing high call volumes at ----- call centres. As a result, Company agrees that in order for ----- to better manage the effects of any Company Service unavailability, it shall provide the following notifications to ----- via email or other agreed upon means of communication:

(i) Planned outages

Company shall provide to ----- commercially reasonable advance notice of any planned outages (including for scheduled maintenance). Such notification shall at a minimum include the time and date of the planned outage, duration and scope of impact, including limitations on services and geographic applicability. Company shall also provide notice of the outage to ----- at the time the outage actually commences and finishes.

Company shall use best endeavours to carry out planned outages at times when the least number of Users are likely to be accessing the Company Service.

(ii) Unplanned outages

Company shall provide to ----- commercially reasonable advance notice of any configuration or other changes to the service implementation that has any possibility of impacting or otherwise adversely affecting service availability, performance or User experience. Company shall provide ----- with such information as ----- may reasonably request in respect to any anticipated effects of such changes.

In addition, Company shall:

- notify ----- upon any unplanned detected outage exceeding five (5) minutes in duration.

- provide further notification to ----- upon any unplanned detected outage exceeding ten (10) minutes in duration. This second notification (“**Second Notification**”) shall provide details of the anticipated duration of the outage, scope of impact, including limitations on services and geographic applicability; and
- provide status updates on any unplanned detected outage to ----- on a regular basis thereafter.

(e) **Service Unavailable Notice**

----- reserves the right to display the Service Unavailable Notice on behalf of Company at any time following receipt of Company’s Second Notification (or if none received, when the Company Service has been unavailable for at least 10 minutes’ duration).