

SMART TV DEVELOPER AGREEMENT

Date: February 1, 2014

THIS DEVELOPER AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND TP VISION EUROPE B.V. ("SMART TV") STATING THE TERMS THAT GOVERN YOUR PARTICIPATION AS A REGISTERED SMART TV APPLICATION DEVELOPER. PLEASE READ THIS AGREEMENT BEFORE PRESSING THE "AGREE" BUTTON AND CHECKING THE BOX AT THE BOTTOM OF THIS PAGE. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL" AND YOU WILL BE UNABLE TO BECOME A SMART TV APPLICATION DEVELOPER ("Developer").

1. Relationship with SMART TV; ID and Password. In order to become a Developer, you have to register on the partner portal ("Partner Portal") at www.yourappontv.com. In the registration process you have to provide some personal details, such as your name, e-mail address, your legal entity, your country of residence and you have to choose an ID and password. All such information provided by you shall hereafter be referred to as "**Personal Data**". Please note that SMART TV collects, processes, uses and stores your Personal Data in accordance with its **Privacy Notice** (<http://www.tpvision.com/privacy-policy>) and all applicable laws. The ID and password you use to login as a Developer cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your ID and password and for any activity in connection with your account.

You understand and agree that by becoming a Developer that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that you are legally permitted to become a Developer. This Agreement is void where prohibited by law and the right to become a Developer is not granted in such jurisdictions. Unless otherwise agreed or permitted by SMART TV in writing, you cannot share or transfer any rights you receive from SMART TV in connection with being a Developer.

2. Developer rights. If you register as Developer, you will get access to the developer web pages of the Partner Portal. On the developer pages you will find more information about SMART TV and how to develop a service application ("**APP**"). Furthermore you will find the software development kit on the developer pages, you need for the development of the APP. All information, documentation, materials and/or software (altogether referred to as "**Content**", or "**Software**" when referred only to the software) you find on the developer pages, is made available to you only for your own use in connection with your participation as a Developer. After you have developed your APP, you can submit your APP to have it verified and tested by SMART TV. Only after approval of your APP your APP shall be displayed on the "**SMART TV Portal**" and made accessible for consumers. When you submit your APP you shall be asked and to complete the registration process to become an accepted "**SMART TV Content Partner**". Part of the completion of that registration process is that you or your legal entity has to accept the terms and conditions of the **SMART TV Partner Agreement**. SMART TV may

change, suspend or discontinue providing the Partner Portal, Content or parts thereof at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of materials without notice or liability.

3. Restrictions. You agree not to exploit the Partner Portal, or the Content provided to you as a Developer, in any unauthorized way, including but not limited to, by trespass, burdening network capacity or using the Services, Partner Portal or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Partner Portal and Content provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with SMART TV, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display, or in any way exploit any of the Partner Portal, Content in whole or in part. You may not decompile, reverse engineer, disassemble, attempt to derive the source code of any software or security components of the Partner Portal or of the Content. Use of the Partner Portal or Content to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited. SMART TV retains ownership of all its rights in the Partner Portal and Content, except as expressly set forth herein, no other rights or licenses are granted or to be implied under any SMART TV intellectual property.

4. Confidentiality. Both you and SMART TV agree that all Content provided under this Agreement will be considered and referred to as “**Confidential Information**”. Notwithstanding the foregoing, Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of the disclosing party, (ii) information that is generally made available to the public by you or SMART TV, (iii) information that is independently developed by you or SMART TV without the use of any Confidential Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you or SMART TV without limitation.

5. Non- disclosure of Confidential Information. Unless otherwise expressly agreed or permitted in writing by one party, the other party agrees not to disclose, publish, or disseminate any Confidential Information to anyone other than to other Developers or people who are employees and contractors working for the same legal entity as the other party. Except for the authorized purposes as a Developer or as otherwise permitted by SMART TV in writing. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Both you and SMART TV acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the other party that may be difficult to ascertain. If one party is required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose the other party’s Confidential Information, one party may make such disclosure, but only if he has notified the other party before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential,

protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve one party of his obligations to hold such information as Confidential Information.

6. Content License and Restrictions. The Content and Software is provided to you, subject to your compliance with the terms and conditions of this Agreement, SMART TV hereby grants you a non-exclusive, non-transferable, right and license to use the Content and Software only for the limited purposes set forth in this Section 6. You agree not to use the Content and Software for any purpose other than testing and/or development by you of an APP for the SMART TV Portal. This Agreement does not grant you any right or license to incorporate or make use of any SMART TV intellectual property (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any SMART TV intellectual property. You agree not to decompile, reverse engineer, disassemble, or otherwise reduce the Content and/or Software, and you will not modify, network, rent, lease, transmit, sell, or loan the Content and/or Software in whole or in part.

7. Compatibility; Developer Technical Support Services. If there are modifications or changes to the Content, Software or the Partner Portal that may affect the compatibility of your APP, SMART TV may post a notice of such changes on the Partner Portal and/or send an email to you with a notice of such changes. It is your responsibility to review the Partner Portal and/or check your email address for any such notices. Furthermore it is your responsibility to check whether or not the changes affect the compatibility of your APP. You agree that SMART TV shall not be liable to you or any third party for any modification, change or cessation of the Content, Software or Site. As a Developer you may have access to Software and/or developer technical support services that SMART TV may make available to you from time to time. These services may be offered for free or at cost. You agree that when you request and receive the Services you will not provide SMART TV with any information that is confidential to you or any third party. SMART TV shall be free to use all information it receives from you in any manner it deems appropriate, subject to any applicable patents or copyrights. SMART TV reserves the right to reject a request for Services at any time and for any reason.

8. Amendment; SMART TV reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will receive a notice of such modification with the request to accept the change to the agreement. However it is your responsibility to review and become familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions)(“**Additional Terms**”) before you accept them. After your acceptance the Additional Terms shall be considered incorporated into this Agreement.

9. Communication. You agree that SMART TV has the right to contact you via phone and/or email and that SMART TV may include, but not be limited to, marketing materials, technical information, and updates and/or changes regarding your participation as a Developer.

10. Term and Termination. SMART TV may terminate or suspend you as a Developer at any time in SMART TV's sole discretion. If SMART TV terminates you as a Developer, SMART TV reserves the right to deny your reapplication at any time in SMART TV's sole discretion. You may terminate your participation as a Developer at any time, for any reason, by sending an email to nettv.support@tpvision.com. Upon any termination or, at SMART TV's discretion, suspension, all rights and licenses granted to you by SMART TV will cease, including your right to access the Partner Portal, and you agree to destroy any and all Confidential Information that is in your possession or control. No refund or partial refund of any fees paid for the Services shall be made for any reason. Following termination of this Agreement, Sections 1, 3-5, 6 (but only for so long as the duration specified by SMART TV for such usage), 9-16 shall continue to bind the parties.

11. No Warranty. SMART TV AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "SMART TV" FOR PURPOSES OF THIS SECTION 11 AND 12) DO NOT PROMISE THAT THE PARTNER PORTAL, CONTENT, SERVICES OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE AS A DEVELOPER WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED.

THE PARTNER PORTAL, CONTENT AND SERVICE ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. SMART TV CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) YOU ACCESS OR DOWNLOAD FROM THE PARTNER PORTAL WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, SMART TV DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND SMART TV DISCLAIMS ANY LIABILITY RELATED THERETO. SMART TV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMART TV DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE, CONTENT OR SERVICE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST SMART TV FOR DISSATISFACTION, FUNCTIONALITY OR NON-COMPATIBILITY OF YOUR APP, IS TO STOP USING THE PARTNER PORTAL AND TO TERMINATE YOUR AGREEMENT WITH SMART TV.

To the extent that SMART TV makes any pre-release or other products, services or information related thereto available to you as a Developer, you understand that SMART TV is under no obligation to provide updates, enhancements, or corrections, or to notify you of any product or services changes that SMART TV may make, or to publicly announce or introduce the product(s) or service at any time in the future.

12. Disclaimer of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL SMART TV BE LIABLE WITH RESPECT TO YOUR USE OF THE SITE, CONTENT OR SERVICE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT SMART TV HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, SMART TV IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED TO YOUR USE OF THE SITE, CONTENT OR SERVICE, SMART TV'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO FIFTY EURO (€50.00).

13. Export Control. You may not use or otherwise export or re-export any Software any Confidential Information received from SMART TV. In particular, but without limitation, the Software and Confidential Information may not be exported or re-exported (a) into any embargoed country or (b) to anyone on the Denied Person's List or Entity List. By becoming a Developer and/or using the Software and any Confidential Information, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use any Confidential Information for any purposes other than for the development of your APP.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of The Netherlands, excluding its conflict of law provisions. The court of Amsterdam, The Netherlands, shall be the only competent court to settle any disputes arising out of or relating to this Agreement.

15. Miscellaneous. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon SMART TV unless made in writing and signed by an authorized representative of SMART TV. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English.