ADDITIONAL LICENSE AUTHORIZATIONS
For HPE Virtual Headend Manager software product

PRODUCTS AND SUITES COVERED

<table>
<thead>
<tr>
<th>Products</th>
<th>E-LTU or E-Media available*</th>
<th>Non-production use category</th>
</tr>
</thead>
<tbody>
<tr>
<td>HPE Virtual Headend Manager</td>
<td>Yes</td>
<td>Production and non-production licenses are available</td>
</tr>
</tbody>
</table>

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

DEFINITIONS

Capitalized terms not otherwise defined in this ALA document are defined in the governing agreement.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-LTU and E-Media</td>
<td>Means products, which are electronically delivered only, and as such any reference to FOB Destination or delivery methods that are stated on your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.</td>
</tr>
<tr>
<td>Use</td>
<td>Means to install, store, load, execute and display one copy of the software.</td>
</tr>
<tr>
<td>Pay As You Grow (or PAYG)</td>
<td>Means a perpetual license scheme based on evolution of a specific usage criterion with pre-defined thresholds. As threshold is reached, the customer is required to purchase additional license as part of jointly agreed monitoring process involving HPE and customer. Detailed PAYG conditions need to be agreed in the commercial agreement.</td>
</tr>
<tr>
<td>Consumption</td>
<td>Right to use the Software for a limited period of time with variable capacity, reported in arrears and with potential renewal upon term expiration.</td>
</tr>
</tbody>
</table>

SOFTWARE SPECIFIC LICENSE TERMS

Software products with software specific license terms are described below.

**HPE Virtual Headend Manager (VHM)**

The HPE VHM allows the customer configuring, managing and monitoring different video applications (as an example, encoders) to complete a processing chain for the IPTV/OTT channels. These functions are all delivered in a virtualized environment, based on Red Hat OpenStack.

The HPE VHM product is licensed on a PAYG model. It consists of the components listed below, and are either identified as mandatory or optional:

1. HPE VHM Base Software – mandatory core component
2. HPE VHM Additional Encoder Vendor – optional component
3. HPE VHM Band 1 (1-200 channels) - 10 Channels pack – 1 pack mandatory, then according to growth
4. HPE VHM Band 2 (201-500 channels) - 50 Channels pack – according to growth.
5. HPE VHM Band 3 (501+ channels) - 50 Channels pack – according to growth.
**HPE VHM Base Software.** The Base Software License includes the right to use the whole set of features provided by the product. This is a mandatory license, and allows the customer to run the solution on a single server. In case the customer wants to implement high availability, this component has to be purchased twice. The product will manage either the channels the customer buy at the time it buys the base license, and those the customer will buy later, with no limitations.

**HPE VHM Additional Encoder Vendor.** This is an optional license. It is needed in case the customer, in the context of the specific project, needs to integrate a new encoder technology not already available on the base product.

**HPE VHM Band 1 (1-200 channels) – 10 Channels pack.** This license enables the base product to manage the desired number of channels. The minimum mandatory purchase is one pack, to be purchased together with the base software. Additional packs may be added as needed, until the number of managed channels reaches 200. Channels may have different qualities (SD/HD/4k), and may be either IPTV or OTT.

**HPE VHM Band 2 (201-500 channels) – 50 Channels pack.** This license applies to customers that have reached the 200 channels threshold and need to grow. The minimum purchase is one pack. Additional packs may be added as needed until the number of managed channels reaches 500. Channels may have different qualities (SD/HD/4k), and may be either IPTV or OTT.

**HPE VHM Band 3 (500+ channels) – 50 Channels pack.** This license applies to customers that have reached the 500 channels threshold, and need to grow. The minimum purchase is one pack. Additional packs may be added as needed. Channels may have different qualities (SD/HD/4k), and may be either IPTV or OTT.

**Non-Commercial license.** This license allow the customer to install and set up a noncommercial platform to be used for testing purposes only. This license includes the VHM base software, plus an unlimited number of channels. This license do not include any new encoder technology integration.

According to the PAYG model, the initial configuration to be purchased consists of the **HPE VHM Base Software**, plus at least one **HPE VHM Band 1 (1-200 channels) – 10 Channels pack**. Whenever the customer needs to scale up, additional channel packs have to be purchased, considering the tier rules described above. Purchase of extra channels packs needs to happen as soon as the current limit is reached.

HPE VHM is licensed as LTU. The license key is tied to the customer name. In case of customer group, each legal entity needs to purchase its own license.

HPE VHM licenses do not include any 3rd parties’ product licenses.

To ensure license auditing, the Customer shall provide a regular audit report to HPE, by using the proper features provided by the product.

**License terms**

HPE VHM can be licensed in two models:

- **Perpetual.**
- **Consumption.** This license gives the right to use the HPE VHM software during a limited period, with a minimal term of 12 months, to be renewed or extended if needed.

  The consumption fee will be calculated on a monthly basis, based on the VHM Base Software plus the number of channels' packs active during the month, and invoicing will occur quarterly in arrears based on the usage. The minimum amount of usage will be **two HPE VHM Base Software plus one HPE VHM Band 1 (1-200 channels) – 10 Channels pack.**

  Interfering or disabling any software designed to allow HPE to monitor consumption will be a material breach of this license. After termination of the consumption contract, the customer has no further rights to use the HPE VHM software.

Licenses can include one of the following support levels:

- **HPE Digital Service Provider Foundation Support—9x5 support offer is designed to cover your noncritical environment.**
- **HPE Digital Service Provider Premium Support—24x7 HPE CMS support offer covers HPE CMS Applications & Platforms (only for production licenses).**
ADDITIONAL LICENSE TERMS

A. Software may contain open source and/or third-party software and associated specifications that are confidential to, and trade secrets of, such parties. You will not take any action other than to Use it as authorized under the agreement as part of the software products and will not disclose it to third parties. A list of any third party and/or open source related licensing terms may be found on the Software Updates page of the My HPE Software Center at: https://myenterpriselicense.hpe.com

B. You shall install and use the software as authorized in the applicable agreement only as a complete product and may not use portions of such software on a standalone basis separate from the complete software unless expressly authorized in the Supporting Material, specifications or an applicable agreement.

C. Licensee may not use or allow any other person or entity to Use Software or Support for the provision of commercial timesharing, service bureau, managed, outsourcing, ASP, subscription or other services to any person or entity without written authorization from HP, pursuant to additional terms and conditions or a separate written agreement for such Use and where applicable license and fees.

D. Licensee agrees that HP Enterprise may audit relevant books and records (including electronic), devices computers and systems of licensee and its service providers, consultants and contractors (collectively, “Contractors”) relating to the Software in order to verify Use of the Software in compliance with the Software license terms (“license Terms”). HP Enterprise may make copies of any such books and records. HP Enterprise may conduct the audit itself, or at its option may use an independent third party. Audits may be conducted at any sites of licensee, and its Contractors where copies of the Software are installed, Used or accessed, including remotely. HP Enterprise will bear its own costs in connection with an audit. HP Enterprise shall provide at least twenty one (21) calendar days prior notice of any audit, except when it has reasonable cause to suspect that there is an infringement of its intellectual property rights, in which case only two (2) working days’ notice is required. Any audit would be performed during licensee’s normal business hours in a manner that minimizes disruption to licensee’s business. Licensee and its Contractors shall provide HP Enterprise and its auditor with all assistance reasonably required in order to carry out the audit. If an audit reveals underpayments, then licensee will pay HP Enterprise such amounts invoiced by HP Enterprise based on the prices for the Software license and Support fees specified in the local published HP Enterprise price list in effect on the date of completion of the audit. If the underpayment exceeds by 5% the prices payable by licensee for the Software and Support during the period covered by the audit, then licensee will also pay the costs reasonably incurred by HP Enterprise in connection with the audit and seeking compliance with this sub-section. HP Enterprise’s rights and remedies in this section shall be without prejudice to any additional rights or remedies it may have at law or in equity for licensee’s non-compliance with these license Terms. Licensee shall cause its Contractors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.

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