

Alphonso TV

User License Agreement

Effective Date: July 9, 2021

Alphonso Inc. develops and distributes an operating system, which we refer to as “Alphonso OS”, used by certain smart TVs (the “Devices”). Alphonso OS, like all operating systems, manages the TV’s software and hardware, including the menus and other systems that allow you to communicate with the TV.

Alphonso OS includes various software applications we call “Video AI”. Video AI refers to Alphonso’s ability to collect, store, analyze and report on publicly available content (TV shows, advertisements, movies, games) being played on or through the TV, including Alphonso’s automatic content recognition (ACR) collection technology.

Alphonso OS also allows you to receive personalized advertisements, which are advertisements that might be more relevant to your interests, based on data collected through the Device. These personalized advertisements are referred to as Interest-Based Advertising.

Before agreeing to activate and use Alphonso OS, you must review and agree to the terms and conditions below, attest that you are the parent or guardian of anyone under the age of 18 that watches this device, and provide and obtain consent to this agreement from anyone who watches the device on which Alphonso OS is installed. By activating Alphonso OS powered Devices, you agree to be bound by this user license agreement and the applicable privacy policy, including having the market research information collected through your device potentially transferred to, and stored in, the United States.

Grant Of License

Alphonso owns all right, title, and interest in and to the Alphonso OS. Subject to your full compliance with this User License Agreement and the associated privacy policy, Alphonso grants to you a non-exclusive, limited, non-transferable license to use the Alphonso OS. No other rights are provided. All rights including intellectual property rights are retained by Alphonso.

Requirements For Participation

In order to participate in this program, you must:

- Be at least 18 years of age and capable of entering into a binding agreement - if you are considered a minor in your country, you must have your parent or legal guardian's permission to use Alphonso OS and to accept these terms;
- Be the parent or legal guardian of anyone under 18 having access to the device running Alphonso OS;
- Own the Device that is running Alphonso OS; and

- Acknowledge and agree to allow Alphonso OS to operate as described herein, including allowing Alphonso OS to automatically upgrade, provided that any such upgrades do not change the functionality of Alphonso OS beyond what is described in the privacy policy and this user license agreement.

What if I wish to stop participating?

While Alphonso OS is required for the TV to operate as intended, you may turn off the Interest-Based Advertising features at any time through the settings menu of the Device. The Video AI features are a required component of the Alphonso OS - your use of the Device affirms your consent of the Video AI functionality. To the extent that you do not agree to the Video AI functionality, you must cease using the Device.

Please note: we may continue to use information collected prior to your deactivation of Interest-Based Advertising, but all such information remains fully subject to, and governed by, the agreement effective at the time of your resignation.

How will I be notified of changes to this user license agreement?

If we materially change our practices in how we handle personal information, or if we materially change other aspects of our program, including but not limited to any changes to the scope or nature of incentives provided, we will provide this new information to you, and to the extent that the changes affect Video AI and Interest-Based Advertising, you will be allowed the opportunity to re-opt-in. Your continued use of Alphonso OS following receipt of such notice will indicate your acceptance of the new terms.

What are my obligations as a participant?

As a participant, you agree to:

- Allow Video AI to collect and use information obtained from your device as described in this agreement and the associated privacy policy;
- Make reasonable efforts to ensure that any other person who watches the Device is aware of and agrees to the terms of this agreement; and
- Allow updates to the program.

As a participant, you agree not to:

- Attempt to reverse engineer, decompile, or disassemble Alphonso OS.

What is our commitment to participants?

We commit to only using information obtained from the device as described in this agreement and the applicable privacy policy.

Patent Notice

The Service incorporates and implements patented technologies. For more information visit <https://alphonso.tv/patents/>.

No Warranties

ALL ASPECTS OF ALPHONSO OS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. ALL ASPECTS OF ALPHONSO OS ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF ACCURACY, INTEGRATION, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ALPHONSO AND ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS DO NOT WARRANT THAT: (A) ALPHONSO OS WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ALPHONSO OS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) ANY RESULT OR OUTCOME CAN BE ACHIEVED. USE OF ALPHONSO OS IS SOLELY AT YOUR OWN RISK.

Limitation of Liability

IN NO EVENT SHALL ALPHONSO (OR ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS) BE LIABLE CONCERNING ANY ASPECTS OF ALPHONSO OS, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF US\$100.00, EVEN IF ALPHONSO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

What are the other legal terms and conditions of participating in this program?

Governing Law: A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Alphonso agree that any claim or cause of action arising out of or related to Alphonso OS must be commenced within one year after the claim or cause of action arose, otherwise, such claim or cause of action is permanently barred.

This agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. In the event of any conflict between US and foreign laws, regulations and rules, US laws, regulations and rules shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

All disputes between the parties arising out of or in relation to or in connection with this agreement shall be settled by binding arbitration in accordance with the JAMS streamlined arbitration rules and procedures then in force, by one neutral arbitrator appointed in accordance with the rules, except that either party may seek an injunction or other equitable relief from any court of competent jurisdiction. The arbitration shall take place in San Mateo County, California, USA. The proceedings shall be in English, all evidence shall be in English (or translated into English) and the governing law shall be as set forth herein. The arbitrator's decision shall be in writing and shall comply with all terms and conditions in the then current Privacy Policy. The decision and award rendered shall be final and binding on both parties. The parties acknowledge and agree that the Privacy Policy and any award rendered pursuant hereto shall be governed by the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Judgment on the award may be entered in any court of competent jurisdiction.

ANY ARBITRATION HEREUNDER WILL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND ALPHONSO ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

To the extent that applicable local law prevents certain disputes from being resolved in a California court or in any matter set out above, then you can file those disputes in accordance with your local rules and customs. Similarly, if applicable local law prevents your local court from applying California law to resolve disputes, then the disputes will be governed by the applicable local laws of your country, state, or other place of residence.

Integration: This user license agreement and the applicable privacy policy are the entire agreement between you and Alphonso with respect to access, use and operation of Alphonso OS, and supersede all prior or contemporaneous communications, proposals and agreements (whether oral, written or electronic) between you and Alphonso with respect to Alphonso OS. If any provision hereunder is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the terms hereunder will otherwise remain in full force and effect and enforceable.

Microsoft PlayReady: Content owners use Microsoft PlayReady content access technology to protect their intellectual property, including copyrighted content. This device uses PlayReady technology to access PlayReady-protect content and/or WMDRM-protected content. If the device fails to properly enforce restrictions on content usage, content owners may require

Microsoft to revoke the device's ability to consume PlayReady-protected content. Revocation should not affect unprotected content or content protected by other content access technologies. Content owners may require you to upgrade PlayReady to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade.

General Provisions: Your rights and obligations hereunder are personal to you, and are not assignable, transferable or sublicensable by you except with Alphonso's prior written consent. Alphonso may subcontract, delegate, assign or otherwise transfer any or all of its rights, licenses and obligations hereunder without your consent. All waivers, consents and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created, and neither party has any authority of any kind to bind the other in any respect. All notices will be in writing, in English and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail or express courier, return receipt requested; or when receipt is electronically confirmed, if transmitted by facsimile or e-mail.

All rights not expressly granted herein are reserved.

Waiver: The failure of us to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

Severability: If any provision of this agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. In any event, the remaining provisions shall be enforced.

Contact

If you have any questions regarding the Alphonso Smart TV User License Agreement, the Privacy Policy or your dealings with Alphonso OS, please contact us in our role as a data controller, at:

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