

# AGREEMENT OF COOPERATION

Between

**Beenius d.o.o**, 1231 Ljubljana, Slovenia, hereinafter referred to as "**Beenius**"

And

\_\_\_\_\_ hereinafter referred to as "**Partner**"

hereinafter collectively referred to as "Parties".

**Whereas**, the Parties agree that it would be mutually beneficial for them to cooperate on Project(s) focused on supplying IPTV/OTT/Hybrid solutions (hereinafter referred to as "Project")

**Whereas**, Beenius is supplying Beenius Middleware for IPTV, OTT (hereinafter referred to as "Beenius products") for Operator, etc. (hereinafter referred to as "third party") and Partner has the intention to supply and is specializing in the delivery of STB with the management of STBs and its support during the lifetime (hereinafter referred to as "Partner products") and wishes to reach/receive Beenius certificate of compliance that would enable him to provide STBs to end customer (for example Deutsche Telecom) hereinafter referred as "Operator".

Whereas, both parties have an interest in cooperating. Beenius will facilitate assistance to Partner in order to integrate STB (as defined in appendix A) and receive Beenius Certificate of compliance.

## I. PURPOSE OF COOPERATION

### 1.

The essential purpose of this cooperation is the verification and integration process of the Partner product, STB. Beenius STB verification and integration process is a market driven process, meaning it must be requested by the STB vendor or Beenius. Beenius STB verification and integration process checks that the chosen STB model is interoperable with Beenius SW and specific operator's ecosystem. If successful Beenius issues Certificate of compliance for integrated STB and SW version (FW and OS versions).

A more detailed description process and verification requirements are given in Appendix A to this Agreement.

The prices and payment model are set out in Appendix B to this Agreement.

## II. PLANNED STEPS

### 2.

The parties intend to take the following actions.

- To implement Products (as defined in appendix A) in accordance with the agreed time schedule and mutual satisfaction.
- To implement and deliver Products in a quality manner.
- To implement services in a professionally correct, thorough, and quality manner and in accordance with the legislation, provisions, norms, and standard and in accordance with the provisions of the customers, should such exist.

- To do everything that is a part of the scope of accepted obligations with the goal of fulfilling the agreed-upon deadlines.
- To provide all documentation and information needed to fulfill activities on certain Projects and fulfill activities in accordance with the contract and fulfill the conditions for the implementation of agreed.
- To inform contractual party in due time about all changes and newly arisen situations, including the changes of provisions of the owner of premises, which could have an impact on the implementation of undertaken obligations.
- Both parties will sign a separate Appendix for specific projects to specify the work content, project progress, Certificate of compliance and other matters, if necessary.

### III. LEGALLY BINDING PROVISIONS

#### 3.

- The obligations of the contracting parties are set out in this Agreement and are detailed in Appendixes.
- Beenius commits to promoting Partner products to a group of potential clients, customers, and partners – third parties, as set in Appendixes.
- Partner commits to respect Beenius IPR and EULA, that is treated as integral part of this agreement and can be found on [www.beenius.tv](http://www.beenius.tv).
- Partner commits to conduct verification and integration of its products as described in the appendix A - STB Verification Requirements in a timely manner that supports this Agreement and appendixes throughout the time of the validity of this Agreement and Certificate of compliance.
- Partner is responsible and undertakes all possible penalties (direct or indirect) that might arise because of low Partner or STB performance throughout the validity of this agreement.
- The Partner wishes to supply to a third party - the operator for which Beenius performs the verification and integration process of Partner products (STB), just its products – STB. The Partner undertakes not to sell, offer or supply to third party - operator, directly or indirectly or through other partners competitive solutions and solutions from Beenius repertoire of Products. If so Beenius will be compensated in amount of sold products and/or services. The Partner is not allowed to sell its products, STBs to any third party, if they don't have valid certificate of compliance issued by Beenius for SW being used by third party platform. This provision is valid for 5 years from the date when the last STB model for the Partner was verified by Beenius. This provision shall not expire on the date of termination of this Agreement, and shall apply for the entire five-year period specified in this paragraph.
- Contractual penalty for the breach of this paragraph is 100.000 EUR or 15EUR per sold STB (whatever higher) and is payable within 15 days after the violation of this paragraph taking place or when the Beenius is aware of it and notifies the Partner.
- Beenius holds sole right to determine, if and when STBs performance is good enough to acknowledge certificate of compliance to Partner.
- The parties are committed to acting dutifully and in good faith.

### IV. CONFIDENTIALITY

#### 4.

Each Party shall endeavor to provide the other Party with information reasonably required for the purpose of this Agreement. Each Party shall treat all informations received by other party, the negotiations and the contents of this Agreement as strict confidential unless the other Party gives its prior written consent to its (or any part thereof) disclosure, with exception of test results that only

Beenius can provide to Operator. The Parties shall hold no discussions or negotiations with any third Party on the subject of this Agreement, royalties, or any other equivalent content of this Agreement or its Appendixes.

**5.**

Each Party shall use any information which it receives from the other Party during the course of discussions or negotiations, only for the purposes for which it has been provided and shall prevent third parties from gaining access to it. This confidentiality obligation shall not apply to information, which is generally known, which can be shown to have been produced by a Party which is independent of the recipient or which has been acquired from a third Party without a nondisclosure obligation to the disclosing Party. This obligation shall likewise not apply if a Party is required by statutory regulations to reveal any of the information it has obtained. This obligation shall survive for a period of three years after this Agreement has lost its force.

**V. TERM AND TERMINATION**

**6.**

This Agreement comes into full force and effect when signed by both parties. This contract is valid for a period of two years and is automatically renewed for one year each time, in the event that neither party terminates it in writing with a 30-day notice period within 30 days before the end of each period. Termination of this Agreement will not relieve the obligation of Partner to pay any commission/royalties/penalties due hereunder, article 3. which refers to exclusivity clause and to hold in confidence all confidential information.

**VI. MISCELLANEOUS**

**7.**

In the event of a dispute between the Parties on matters covered by this Agreement, the Parties shall take all measures to resolve them through negotiations. If the Parties cannot resolve these disputes through negotiation, they should be resolved under Slovenian law through the court of Ljubljana, Slovenia.

**8.**

Neither Party shall be liable for delays or any failure to perform under this Contract, other than an obligation to pay money, due to causes beyond its reasonable control (a "Force Majeure Event") including, but not limited to, war (including civil war), terrorism, riots, embargoes, acts (whether sovereign or contractual) of civil or military authorities, acts of any government, fires, floods, earthquakes, explosions, the elements, and strikes (epidemics, quarantine restrictions are excluded). In the event of a delay or failure to perform due to a Force Majeure Event, the Affected Party shall promptly notify the other Party in writing of such delay or failure. An equitable adjustment shall be made to any performance schedules and any other affected terms of this Agreement.

**9.**

Additions and amendments to this Agreement shall only be valid if made in writing.

**10.**

List of appendixes

- Appendix A: process and verification requirements
- Appendix B: prices and payment model

For **BEENIUS**For **PARTNER**

Name: Filip Remškar

Title: CEO

Date:

Name:

Title:

Date:

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## APPENDIX A

### Certification procedure

This Appendix is set up as addition to Agreement of Cooperation signed by and between Beenius and Partner.

#### I. SUMMARY

Beenius STB verification and integration process is a market driven process, meaning it must be requested by STB vendor or Beenius. Beenius STB verification and integration process checks that the chosen STB model is interoperable with Beenius SW and specific operator's ecosystem. If successful Beenius issues certificate of compliance for integrated STB and SW version (FW and OS versions).

STB will be verified in two phases;

During the phase 1, only STB performance and overall quality is tested using BeeniusTV application with generic Beenius streams. Once phase 1 tests are concluded, Beenius will provide results to the STB vendor and to whoever requested STB verification. When the requester confirms that the results are satisfactory, integration phase can begin.

During phase 2, STB performance and required feature set is tested in Beenius and operator (or operator like) environment. Together with BeeniusTV application, Google ATV self tests are to be tested, if required by the project.

#### II. PHASE 1

##### II.1 Requirements

- STB vendor must fill in the STB specifications table,
- STB vendor must provide at least 4 samples for testing to Beenius HQ,
- In case of AndroidTV operator tier project, STB vendor must be Google OEM certified partner and must hold an active MADA agreement which will not expire within the time of verification or Google certification and must remain active for the lifetime of the agreement.
- STB vendor must assign a dedicated engineer or team who will be available during testing for any related questions and request from Beenius engineer,
- STB vendor must provide all non-system RC key-codes,

- STB vendor must define Default Keyboard (US English),
- STB should set NTP time synchronization with servers from pool.ntp.org.
- STB vendor must provide code examples of their native player implementation (ex. VMX initialisation of video playback, Live VOD, set position, audio selection, subtitles ...)

## II.2 STB specifications table

Please fill in STB characteristics in the tables below and add additional ones if needed:

STB	STB Model	Android OS version	ATV/AOSP	RC Model (ID/ photo)	Prototype (YES/NO)

### Encryption interoperability

Widevine level	
Verimatrix level/type	

STB	Multicast	RTSP	HLS	MPEG-DASH	DVB-C/S/T
Clear					
Verimatrix IPTV					
Verimatrix HLS					
Verimatrix MultiRights					
Verimatrix CAS					
Irdeto IPTV					
Irdeto HLS					
Irdeto MultiDRM					
Irdeto CAS					
Nagra IPTV					
Nagra HLS					
Nagra MultiDRM					
Other					

### VOD RTSP interoperability

Anevia	AWS Elemental	Broadpeak	Edgware	MediaKind	Mediabase	Other

### III. PHASE 2

#### III.1 Requirements

- STB vendor must provide 20 samples to Beenius HQ,
- STB vendor must assign a dedicated engineer or team who will be available during testing for any related questions and request from Beenius engineer,
- All communication must be tracked in ticketing system – Jira. Beenius will provide access. More direct communication channels are allowed and encouraged as long as all conclusions are noted in Jira.
- STB vendor must provide two firmware builds (user & debug).
  - FW - debug build
    - Slave USB port for debugging purposes must be enabled.
    - All options inside the settings menu must be available.
  - FW - user build
    - Debugging disabled.
    - Possibility to upgrade firmware from USB (PIN before accessing USB must be implemented).
- “First installation wizard” must be set; proper display size setting, time zone and language (if not previously defined by a customer),
- STB must show correct time before launching any Beenius app.
- Correct activity to launch "Main Settings" must be set,
- Possibility to switch between keyboards must be enabled,
- Beenius and the requester will define and deliver modules that should be displayed inside the settings section to STB vendor,
- All settings available to users (Display settings, language, time zone, etc.) must be preserved after firmware upgrades,
- Bluetooth ON/OFF possibility
- NTP server will be defined by the customer. In case of unavailability, it should go to the public one defined by Beenius
- DNS will be defined by the requester and will be shared with the STB vendor (defined by a customer),

#### III.2 Other mandatory requirements:

- STB vendor must provide OTA server for FW upgrades,
- STB vendor must send its engineer to Beenius HQ during verification process if requested,
- STB vendor must include BeeniusTV or BeeMarket app into its firmware and set it as default launcher, if applicable to project,
- Standby mode must put Beenius application in the background (streaming must be stopped - an event when coming out of standby mode must be triggered),
- Any modifications the STB vendor performs on the Android system, the playout mechanics or the underlying firmware must be done so that the implementation follows the general ecosystem recommendations and best practices,
- Any Android TV certification waivers that might be required by the STB manufacturer or by their partners must be obtained and made available to Beenius to verify before the start of the second phase of the certification.

**IV. SUCCESSFUL VERIFICATION**

For the verification to be successful, all requirements and expectations from paragraphs 2.1, 3.1 and 3.2 have to be met unless agreed otherwise.

When STB passes all necessary tests, the verification process is announced as successful. STB vendor receives Beenius certificate of compliance which states that the STB is verified for deployment with the requester's ecosystem and is compliant for production at Operator.

The certificate of compliance gives no right whatsoever to Partner, to use Beenius SW or its parts in any way, to conduct other certifications and/or put such STB in production unless agreed otherwise in written.

Beenius holds sole right to choose, if and when STBs performance is good enough to acknowledge certificate of compliance to Partner.

**V. REASONS FOR REVERIFICATION**

Reverification is required in case any software or hardware component which is part of the STB, other component part of the requester's environment that influences the STB is changed and changes that directly affects the functionality and behaviour of Beenius application.

Partner is bound to maintain interoperability and recertify STBs, with no cost to Beenius, throughout lifetime cycle (as long as STB is being used by Operator).

**VI. REASONS FOR VERIFICATION FAILURE**

In case an issue arises, which can't be resolved during the verification process, either in remote cooperation, with STB vendor engineers visit to Beenius HQ or if the STB vendor refuses to send its engineers to Beenius HQ the verification process is stopped and pronounced a failure. In such case the requester is informed that verification is stopped as the STB vendor was not able to resolve the issue.

For **BEENIUS**

Name: Filip Remškar  
Title: CEO  
Date:

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For **PARTNER**

Name:  
Title:  
Date:

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## APPENDIX B

This Appendix is set up as addition to Agreement of Cooperation signed by and between Beenius and Partner which covers mutual cooperation at Operator and its connected companies.

### I.

The partner is obliged to pay for (A) the services of active work on verification and integration leading to certificate of compliance (certification fee) and (B) to support interoperability with the operator's ecosystem during the lifetime.

#### (A)

- Prices for certification fee (the services of active work on verification and integration): \_\_\_\_\_ EUR.
- Payment deadline: 100% prepayment.

#### (B)

##### FIELD, PROJECT AND/OR TERRITORY OF EXCLUSIVITY

Name territory and/or End Customer, Project.	Name product	Agreed royalty (one time fee)
Operator _____		_____ EUR / STB

- Payment deadline: Partner is obliged to compensate/pay royalties or proportional part of royalties to Beenius in twenty work days after receipt of any part of payment of STB income from Operator.
- This royalty does not give right to re-distribute, re-sell STBs through any partner, distributor, reseller. Such contract is to be signed separately and Beenius permission of resell given.

#### (C)

The payment should be proceeded to the following account at:

Bank: Nova KBM d.d., Ulica Vita Kraigherja 4, 2000 Maribor, Slovenia  
 Account No./IBAN: SI56 0400 1004 7926 816  
 SWIFT: KBMASI2X

For **BEENIUS**

Name: Filip Remškar  
 Title: CEO  
 Date:

\_\_\_\_\_

For **PARTNER**

Name:  
 Title:  
 Date:

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II.

**ADDITIONAL AGREEMENTS (SPECIFICATIONS, PROJECT DETAILS, PROJECT PLAN, OBLIGATIONS)**

<b>Specification</b>		
<b>Appearance</b>		
<b>Hardware Specifications</b>		
CPU		
GPU		
OS		
Memory	DDR3	
Flash Memory	Nand/EMMC	
WIFI	2.4G	
	5G	
Blue Tooth	BlueTooth	
Ethernet	10/100Mbps LAN	
Expand Memory	Support MicSD Card, up to 32GB	
<b>Media Parameter</b>		
Video Decoder	MPEG-1 MP/HL	
	MPEG-2 MP/HL	
	MPEG-4 ASP@L5	
	H.26X@L5.1	
	AVS-P16(AVS+) /AVS-P2	
	WMV/VC-1	
	RealVideo 8/9/10	
	VP9	
Video Encoder	H.264 video encoding up to 1080P@60fps with low latency	
Video Format	MKV/WMV/MPG/MPEG/DAT/AVI/MOV/ISO/MP4/RM/JPG	
Screen ratio	4:3	
	16:9	
	1080i/1080p @50fps/@60fps	

Resolution	4K(2160i/2160P) @25fps/@30fps	
	4K(2160i/2160P) @50fps/@60fps	
Image&Video Output	HDR 10bit	
	WCG BT2020	
Audio Decoder	MP4/AAC/WMA/RM/FLAC/Ogg	
Audio Output	Stereo/RIGHT/LEFT/MONO	
<b>AV Output</b>		
Video Output	HDMI/CVBS	
Audio Output	RCA	
	SPDIF	
	HDMI	
<b>Interface</b>		
HDMI Output Slot	HDMI Interface level	
AV Output Slot	CVBS & R/L Audio	
USB Slot		
MicroSD Slot		
Network Slot	RJ45 10/100Mbps	
Power supply Slot	DC 12V/1A	
reset Slot		
<b>Packing</b>		
Accessories	HDMI cable	
	mini-CVBS Cable	
	Power Adaptor	
	User Manual	
	Remote control	
Unit Size		
Net Weight		
Environment	Operating Temperature: -5°C ~ 45°C	
	Storage Temperature: -20°C—75°C	
	Operating Humidity: 5%—90%, non-condensing	
	Storage Humidity: 0%—98%, non-condensing	

For **BEENIUS**

Name: Filip Remškar

Title: CEO

Date:

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For **PARTNER**

Name:

Title:

Date:

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