

SHERIDANS

DATED:

8 November 2023

TELLYO OY

and

AMAGI MEDIA UK PRIVATE LIMITED

and

EXTENDED SECURE TECHNOLOGIES (EXSET) BV

AGREEMENT FOR THE SALE AND PURCHASE

OF

**THE TELLYO CLOUD-NATIVE LIVE VIDEO
PRODUCTION BUSINESS**

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THIS AGREEMENT is dated

8 November 2023

PARTIES

- (1) **TELLYO OY** a private limited company, incorporated and registered in Finland with Trade Registry number 2452347-1 whose registered office is at Köydenpunojankatu 2a D, 00180 Helsinki, Finland (the "**Seller**" or the "**Company**").
- (2) **AMAGI MEDIA UK PRIVATE LIMITED** a private company limited by shares, incorporated and registered in England and Wales with company number 15189607 whose registered office is at 1 London Street, Reading, England, RG1 4PN (the "**Buyer**").
- (3) **EXTENDED SECURE TECHNOLOGIES (EXSET) B.V.** a *besloten vennootschap*, incorporated and registered in the Netherlands with KvK registered number 348385216 whose registered office is at Hogelhilweg 8 Amsterdam 1101 CC, The Netherlands ("**Holdco**").

BACKGROUND

- (A) The Business is owned by and carried on by the Seller.
- (B) The Seller has agreed to sell and transfer, and the Buyer has agreed to buy, the Business (comprising the Goodwill and Assets) as a going concern, and to settle certain outstanding liabilities of the Seller in connection with the Business, in each case on the terms and conditions set out in this Agreement.
- (C) The Business Assets comprise the entire of the Business as carried on by the Seller.
- (D) The Purchase Price is up to €1,765,000 of which €1,204,532 will be payable on Completion and used to satisfy certain trade indebtedness of the Seller (being the Historic Debts) and €1.00 will be payable on Completion and the Deferred Payment of €560,467 will be paid on the transfer of certain specified Business Assets.
- (E) Holdco has agreed to guarantee certain obligations and liabilities of the Seller under this Agreement.

AGREED TERMS

1. **DEFINITIONS AND INTERPRETATION**

1.1 The following words, expressions and abbreviations apply in this Agreement (including the Background).

"Accounts" means the accounts relating to the Seller as at the Accounts Date including the balance sheet and profit and loss account together with the notes and any cash flow statements;

"Accounts Date" means 31 December 2022;

"Advances" means the amounts set out in clause 3.6;

"Affiliate" means, in relation to any party, any subsidiary or holding company of that party and any subsidiary of such holding company;

"Assumed Liabilities" means those items listed in Schedule 10 (*Assumed Liabilities*):

"Business"	means the entire business carried on by the Seller, comprising the cloud-native live video production business carried on under the Tellyo name immediately before the signing of this Agreement;
"Business and Assets Consideration"	means the consideration for the Business Assets set out in clause 3.1;
"Business Assets"	means all the property, rights and assets of the Seller used in connection with or for the benefit of the Business as at the Effective Time, including: (a) the Goodwill; (b) the benefit (subject to the burden) of all Business Contracts; (c) the IT Systems; (d) the benefit (subject to the burden) of all IT Contracts; (e) the Business IP; (f) the Business Claims; (g) the Business Debts; (h) the Commercial Information; and (i) the Business Records, but excluding the Excluded Assets;
"Business Claims"	means the benefit of all rights and claims arising as a result of the carrying on of the Business by the Seller prior to the Effective Time but excluding rights and claims to the extent they relate to any of the Excluded Assets or the Liabilities;
"Business Contracts"	means all contracts, undertakings, agreements and arrangements entered into by, or on behalf of, the Seller, or the benefit of which has been assigned to the Seller, wholly and exclusively in connection with the Business and which remain to be performed (either in whole or part), or in respect of which the Seller has any rights, as at the Effective Time but excluding the Excluded Contracts, the IT Contracts, all contracts of employment with the Employees and any leases or other documents;
"Business Day"	means a day (other than Saturday or Sunday) on which retail banks in London, UK, Helsinki, Finland and Warsaw, Poland are customarily open for general banking business;

"Business Debts"	means the trade and other debts due and owing to the Seller or any other member of the Seller's Group in connection with the Business as at Effective Time or which become due and owing to the Seller after Completion in connection with goods supplied or services performed in connection with the Business after the Effective Time and prior to Completion, together with any interest payable on those debts and the benefit of all guarantees, indemnities, security and other rights relating to those debts;
"Business IP"	means all Intellectual Property Rights owned, used or exploited by the Seller in connection with the Business (including, but without limitation, all software and code developed and being developed by the Seller);
"Business Records"	means all books, records, correspondence, files and other documents held in any medium by any member of the Seller's Group which relate exclusively to the Business or the Business Assets;
"Buyer's Group"	means the Buyer and its Affiliates from time to time;
"Buyer's Solicitors"	means Sheridans of 76 Wardour Street, London W1F 0UR;
"Claim"	means any claim for breach of the Warranties given by the Seller pursuant to clause 8;
"Commercial Information"	means all information (including Know How, but not limited to matters which are confidential) at any time belonging to, or under the control of, any member of the Seller's Group which has at any time been used or is intended to be used for the purpose of the Business (or any aspect of it);
"Completion"	means completion of the transfer of the Business comprising the Business Assets in accordance with this Agreement;
"Completion Date"	means the date of this Agreement;
"Completion Statement"	means the completion statement, being a statement of the Historic Debts, Transferring Business Assets (including but not limited to the Transferring Assets and Transferring Liabilities) and Assumed Liabilities determined in accordance with the principles set out in Schedule 9;
"Conditions"	means the conditions to completion referred to in clause 7.1;
"Connected Person"	means a person connected (within the meaning of ss 1122 and 1123 CTA 2010) with the Seller or any of the directors (or any former director) of the Seller;

"Data Room"	means the virtual data room hosted by DropBox titled "Amagi DD Documents" at https://www.dropbox.com/home/Amagi%20DD%20Documents?di=left_nav_browse as at 2 November 2023 at 12:01am;
"Deeds of Acknowledgement of No Indebtedness and Waiver of Claims"	means the deeds in the agreed form from each of the shareholders of the Seller to the Buyer and its Group, acknowledging that the Buyer (its Group) and the Business is not indebted to the Seller or a Connected Person and waiving any claims such person or their Connected Person may have against the Buyer or its Group in relation the Business;
"Deferred Payment"	the amount of €560,467;
"Deferred Payment Date"	is defined in clause 4.3;
"Determination Date"	means five Business Days after the date on which the Completion Statement is finally agreed or determined in accordance with Schedule 9;
"Disclosed"	means fairly disclosed (with sufficient details to enable a reasonable buyer to identify the nature and scope of each matter disclosed and its impact on the Business) by the Disclosure Letter (and "Disclosure" will be construed accordingly);
"Disclosure Letter"	means the letter described as such from the Seller to the Buyer executed and delivered immediately before the signing of this Agreement, together with all documents annexed to it;
"Effective Time"	means 12:01am on 1 September 2023;
"Employees"	means those persons employed by the Seller or any member of the Seller's Group in connection with the Business as at the Effective Time and Kamil Wójcik;
"Encumbrance"	means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, security interest, assignment, hypothecation, title retention or any other security agreement or arrangement having a similar effect, or any agreement to create any of the above (and "Encumber" will be construed accordingly);
"Estimated Assumed Liabilities"	means the estimate of the Assumed Liabilities as at the Effective Time, set out in the Estimated Completion Statement;
"Estimated Historic Debts Amount"	means the estimate of the total aggregate of the Historic Debts as set out in the Estimated Completion Statement;

"Estimated Completion Statement"	means the statement in the Agreed Form setting out the Seller's estimates of the Historic Debt, Business Assets (including but not limited to the Transferring Assets), Transferring Liabilities, Assumed Liabilities and Net Transferring Asset Value as at the Effective Time a copy of which is annexed to this Agreement as Appendix 1;
"Estimated Net Transferring Asset Value"	means the estimate of the Net Transferring Asset Value as at the Effective Time, set out in the Estimated Completion Statement;
"Exchange Rate"	means the spot rate of exchange (closing mid-point) between the relevant currencies, as published in the London edition of The Financial Times first published one Business Day prior to the relevant date of calculation;
"Excluded Assets"	means any cash (whether in hand or at the bank), the Excluded Contracts, the benefit of any loans due from any member of the Seller's Group and those other properties, rights and assets relating to the Business described in Part 2 of Schedule 1;
"Excluded Contracts"	means the contracts relating to the Business described in Part 3 of Schedule 1;
"Goodwill"	means the goodwill of the Business together with the exclusive right for the Buyer to carry on and represent itself as carrying on the Business as a going concern in succession to the Seller and to use the name of "Tellyo" (or any variation of it);
"Historic Accounts"	means: the audited accounts relating to the Seller as at the following accounts dates: - 31 December 2020; and 31 December 2021;
"Historic Accounts Date"	means in respect of the relevant accounts for financial year ending: - 31 December 2020, the 31 December 2020; and - 31 December 2021, the 31 December 2021,
"Historic Debts"	means the debts of the Company set out in Part 3 of Schedule 9 as adjusted in accordance with Schedule 9;
"Historic Debts Amount"	is defined in clause 5.1;

"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks and trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including Know How) and any other intellectual property rights or rights of a similar nature, in each case whether registered or unregistered, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"IT Contracts"	means any agreements, licences or other contractual arrangements with third parties relating to the IT Systems or IT Services, including licences of all software, leases of hardware and other agreements relating to the procurement of IT Systems or IT Services;
"IT Services"	means any services relating to the IT Systems or to any other aspect of the Seller's data processing or other technology requirements, including software development, support or maintenance, consultancy, source code deposit, recovery and network services, facilities management or hardware maintenance;
"IT Systems"	means all computer programs (in both source and object code form), computer hardware and peripherals, telecommunications and network equipment owned, used, leased or licensed in, by or to the Seller in connection with the Business;
"Key Contracts"	means those Business Contracts described in Part 4 of Schedule 1;
"Know How"	means all inventions, improvements, modifications, processes, formulae, models, prototypes and sketches, drawings, plans or specifications or any other matters made, devised, developed or discovered by any member of the Seller's Group, alone or with one or more others, relating to or otherwise in connection with the Business;
"Lease"	means, in relation to any Property, if applicable, the lease under which the Property is held by the Seller;

"Liabilities"	means all liabilities, debts, expenses and obligations of the Seller or any other member of the Seller's Group, to the extent they relate to the Business and/or the Business Assets, as at or owing or attributable to any period prior to Completion (whether present or future, actual or contingent, and whether owed or incurred severally or jointly, and whether or not invoiced, assessed or otherwise claimed) including those which arise directly or indirectly in connection with any act, event, default or omission of the Seller or its employees, agents or sub-contractors, but excluding the Assumed Liabilities;
"Losses"	means, in respect of any matter, event or circumstance, all damages, losses (excluding loss of profit and consequential losses), claims, costs, penalties, fines, expenses, legal or professional fees and disbursements (in each case properly incurred) (and Loss will be construed accordingly);
"Management Accounts"	the unaudited statement of financial position as at the Reference Date and the unaudited income statement and the unaudited cash flow statement of the Seller (including any notes thereon) for the period from the Accounts Date to, and including, the Reference Date set out in Appendix 3: <i>Financial Exhibits</i> ;
"Net Transferring Asset Value"	means the aggregate value at the Effective Time of the Transferring Assets less the aggregate amount of the Transferring Liabilities as each is stated in the Completion Statement;
"Purchase Price"	is defined in clause 3.1;
"Reference Date"	means 30 September 2023;
"Regulatory Requirement"	means any applicable requirement of law, the Financial Conduct Authority, The London Stock Exchange plc, the Panel on Takeovers and Mergers or of any other person who has regulatory authority;
"Sanctions"	any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority;

"Sanctions Authority"	the EU, UK and the United Nations (UN) and any other governmental authority with jurisdiction over the Seller, the Business or Holdco (or any part of their business or operations), and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities, including the UN Security Council, His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation and Department of International Trade;
"Sanction List"	means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List;
"Sanctions Target"	a person that is: (a) either listed on, or owned or controlled by (whether directly or indirectly) or acting on behalf of a person listed on, a Sanctions List; (b) resident, domiciled or located in, or incorporated or organised under the laws of, a Sanctioned Territory; or (c) otherwise identified by a Sanctions Authority as being subject to Sanctions;
"Sanctioned Territory"	a country or territory that is subject to any general financial, trade or investment restrictions or embargos under any Sanctions;
"Schedule of Assets and Liabilities"	means the pro forma schedule relating to the Business (and its assets and liabilities) as at the Reference Date initialled by a representative of each of the parties for the purposes of identification;
"Seller's Group"	means the Seller, Holdco and each subsidiary or subsidiary undertaking of Holdco;
"Seller's Solicitors"	means Bird & Bird LLP of 12 New Fetter Lane, London, EC4A 1JP;

"Substantiated Claim"	means, in respect of any claim under this Agreement: (a) settled by written agreement between the Buyer and the Seller; (b) settled by the Buyer filing a notice of acceptance of an offer made by the Seller under Part 36 of the Civil Procedure Rules 1998 or by the Sellers filing a notice of acceptance of an offer made by the Buyer under the Civil Procedure Rules 1998; or (c) the subject of a judgment or order made by a court of competent jurisdiction.
"Tax or Taxation"	means: (a) all forms of taxation, charges, duties, imposts, contributions, levies, withholdings or liabilities imposed, assessed or enforced by any statutory, governmental, state, federal, local or municipal body or authority, whether of the UK or any other jurisdiction, and wherever chargeable; and (b) any penalty, fine, surcharge, interest, charges or costs payable in connection with any taxation within paragraph (a) above.
"Taxation Authority"	means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official wherever located with the responsibility for or competence to impose, collect or administer, any form of Taxation;
"TERN"	means TV Entertainment Reality Network B.V., a company incorporated and registered in the Netherlands under commercial registration number 61267252 and which is wholly owned by Holdco;
"TERN Settlement Amount"	the amount of €363,468, being the amount to be paid by TERN (a member of the Seller's Group) to a member of the Buyer's Group as part repayment of an outstanding payment owed by TERN to a member of the Buyer's Group;
"TERN Settlement Notice"	is defined in clause 4.4;
"Transaction Documents"	means this Agreement and any other documents in agreed form;
"Transferring Assets"	means those of the Business Assets listed in Part 1 of Schedule 11 (<i>Transferring Assets and Transferring Liabilities</i>);

"Transferring Employees"	those of the Employees whose employment will transfer to the Buyer by operation of the TUPE Regulations or, where the context so requires the Polish Labour Code and such other Employees and contractors who have agreed to become employees of the Buyer and sign a contract of employment or service (as the case may be);
"Transferring Liabilities"	means those liabilities listed in Part 2 of Schedule 11 (<i>Transferring Assets and Transferring Liabilities</i>);
"TUPE Regulations "	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (and, where the context so requires, the 1981 Regulations defined in those regulations);
"Unsubstantiated Claim"	means any claim by the Buyer under this Agreement which has been notified to the Seller under and in accordance with this Agreement but which is not a Substantiated Claim;
"VAT"	means value added tax chargeable pursuant to the Value Added Tax Act 1994 (in the case of the UK) or any equivalent legislation in a European Union jurisdiction which is derived from the European Union's common system of value added tax (Directive 2006/112/EC); and
"Warranties"	means the warranties set out in Schedule 3.

1.2 In this Agreement:

- 1.2.1 References to times of day are, unless the context requires otherwise, to the time in the United Kingdom.
- 1.2.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2.3 References to clauses and schedules are to the clauses of and schedules to this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.2.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.2.5 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated in accordance with its terms from time to time.
- 1.2.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.2.8 A **"person"** includes a natural person, corporate or unincorporated body and partnership (whether or not having separate legal personality).

- 1.2.9 A reference to a **"party"** shall include that party's successors and permitted assigns.
- 1.2.10 A reference to a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.11 A reference to a **"holding company"** or a **"subsidiary"** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b) its nominee.
- 1.2.12 Unless expressly provided otherwise in this Agreement, a reference to **"writing"** or **"written"** includes any method of reproducing words or text in legible, permanent and tangible form but does not include email.
- 1.2.13 Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.14 References to a document in **"Agreed Form"** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.2.15 An obligation due from any party to **"indemnify"** or **"keep indemnified"** (or words to that effect) any other party in relation to a particular circumstance:
- (a) shall be an obligation to pay on a pound for pound basis a sum equal to all Losses incurred by the indemnified party or other relevant person(s) arising out of or in connection with that circumstance and such payment shall be due and payable on demand;
 - (b) shall include such additional amount as is necessary so as to ensure that the net receipt to the indemnified party or person(s) shall be free from the effects of any deduction or withholding in relation to taxation; and
 - (c) is without prejudice to any other rights and remedies the indemnified party or person(s) have under this Agreement.
- 1.2.16 Where it is necessary to determine an amount in sterling if provided for in another currency (or vice versa), the value of each such claim shall be translated into sterling at the Exchange Rate;
- 1.2.17 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

- 1.2.18 A reference to a statute, enactment, statutory provision, subordinate legislation, EU Directive or EU Regulation, code or guideline (legislation) includes a reference to:
- (a) any consolidation, re-enactment, modification or replacement of such legislation; and
 - (b) any subordinate legislation made under it from time to time,
- unless this would create, extend or increase a liability of any party under this Agreement;
- 1.2.19 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.2.20 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.21 Where any statement is qualified by the expression "so far as the Seller is aware" or any similar expression, the Seller will be deemed to have knowledge of anything which it would know after having made reasonable enquiry of Richard Collins, Andrew Spriggs and Nick Krymmer.
- 1.2.22 Any reference to:
- 1.2.23 **sterling** or **£** or **GBP** is to the lawful currency of the United Kingdom;
- 1.2.24 **Euro** or **€** or **EUR** is to the lawful currency unit of the European Union;
- 1.2.25 **Dollars** or **\$** or **USD** is to the lawful currency of the United States of America,
- in each case as at the date of this Agreement.

2. **SALE AND PURCHASE**

- 2.1 The Seller will sell and the Buyer will buy the Business comprising the Business Assets as at and with effect from the Effective Time, with full title guarantee and free from all Encumbrances on the terms and conditions in this Agreement.
- 2.2 Except as provided in clause 12, the Buyer will not be obliged to complete the purchase of any of the Business or the Business Assets unless the purchase of the Business and all the Business Assets is completed simultaneously.
- 2.3 Except as otherwise provided in this Agreement, the ownership and risk in the Business Assets will pass to the Buyer at the Effective Time. Title to any Business Assets that are capable of delivery will pass by delivery.
- 2.4 Nothing in this Agreement will pass to the Buyer or be construed as an acceptance by the Buyer of any liability or obligation of the Seller other than as expressly set out in this Agreement.

3. **CONSIDERATION**

3.1 The "**Purchase Price**" shall be a maximum aggregate amount of One million seven hundred and sixty five thousand Euro (€1,765,000); comprising:

3.1.1 the Business and Assets Consideration; and

3.1.2 the Historic Debts Amount;

as adjusted in accordance with clause 3.6 and clause 6.

3.2 The Business and Assets Consideration shall comprise:

3.2.1 €1.00, to be paid in cash on Completion in accordance with clause 7.3 (the "**Completion Cash Consideration**");

3.2.2 the assumption of the Assumed Liabilities; and

3.2.3 the Deferred Payment, which shall become payable and paid in accordance with clause 4,

as adjusted in accordance with clause 6.

3.3 The Business and Assets Consideration will be allocated between the Business Assets as agreed between the Buyer and the Seller.

3.4 The Seller agrees that the apportionment of the Consideration between the Business Assets in accordance with clause 3.3 will not in any way limit the remedies available the Buyer or any amount recoverable by the Buyer in respect of a breach of this Agreement by the Seller.

3.5 Any payment made by the Seller under this Agreement will, if it is specifically referable to a particular Business Asset, reduce the consideration paid for that Business Asset under this Agreement by a corresponding amount. If it is not practicable or possible to refer such payment to a particular Business Asset, a reduction will be allocated as the Buyer decides.

3.6 The Seller and Buyer hereby agree and each irrevocably directs the Buyer (in the case of the Seller) and the Seller (in the case of the Buyer) to deduct the following amounts from the Purchase Price:

€82,000; and

€115,000,

each being an Advance,

and to set-off such amounts owed by the Buyer to the Seller in full and final settlement of the Advances (being debts owed by the Seller to the Buyer). The set-off by the parties of such sum in accordance with the directions set out in this clause shall constitute full and final settlement by the Seller of the Advances due for repayment by it to the Buyer.

4. **DEFERRED PAYMENTS**

4.1 The Deferred Payment shall become due and payable satisfaction of all of the following conditions:

4.1.1 the novation or assignment in accordance with this Agreement of at least 80% (eighty percent) of the Business Contracts by reference to the revenue set out next to such contracts in file Amagi DD

Documents>Financial Info>Customer Contracts>Client Contracts October 2023

(<https://www.dropbox.com/home/Amagi%20DD%20Documents/Financial%20Info/Customer%20Contracts?preview=Client+Contracts+October+2023.xlsx>) of the Data Room as set out in Appendix 2: *Detail of Contracts by Revenue*;

- 4.1.2 the assignment or novation of the Intellectual Property Rights of the Seller relating to the Business;
- 4.1.3 the transfer to the Buyer (or as it shall direct) of the 'Tellyo' business name, and any and all domain names and trade marks and other Intellectual Property relating to or associated with the Tellyo brand; and
- 4.1.4 the transfer of the Employees to a new Polish branch of, and established by, the Buyer or the Buyer (as the case may be);
- 4.1.5 the Buyer having been granted access to Tellyo's AWS account and the relevant software repository; and
- 4.1.6 the completion of the transfer (or delivery) to the Buyer of any other Business Assets not so transferred at Completion which may from time to time be notified by the Buyer in writing to the Seller,

(each a "**Condition**" and together the "**Conditions**").

- 4.2 The relation to the satisfaction of the Conditions, the Seller and the Buyer shall:
 - 4.2.1 inform the other as soon as possible after becoming aware of the satisfaction of a Condition and, in any event, within 10 Business Days of becoming aware that any of the Conditions has been satisfied; and
 - 4.2.2 inform the other as soon as possible after becoming aware of any fact or circumstance which would or which he or she believe could prevent or materially delay the satisfaction of each of the Conditions; and
 - 4.2.3 use all reasonable endeavours to procure in so far as it is within their power that the Conditions are satisfied as soon as practicable following Completion and in the event that that Conditions are not satisfied prior to the date falling six months following the Completion Date, the parties shall review the Conditions then remaining unsatisfied and seek to satisfy the Conditions within a period as is agreed necessary by the parties, at all times acting reasonably.
- 4.3 Subject to clauses 4.4 and 4.5, the Buyer shall pay the Deferred Payment within 5 Business Days of the Buyer's notice to the Seller confirming that the Conditions have been satisfied or waived (the date on which the Deferred Payment is made being the "**Deferred Payment Date**"). The Buyer will not unreasonably withhold or delay the provision of any notice of the satisfaction of the Conditions. Any waiver of the Conditions shall be in the Buyer's discretion, but the Buyer will consider acting reasonably any request from the Seller for any waiver.
- 4.4 The Buyer shall, at the Deferred Payment Date, be entitled to serve a written notice on Holdco, the Seller and TERN stating that the Buyer elects to treat the TERN Settlement Amount as having been paid to the relevant member of the Buyer's Group by offsetting the TERN Settlement Amount against the Deferred Payment (a "**TERN Settlement Notice**") and the Parties agree that, upon service of a TERN Settlement Notice:

- 4.4.1 the Buyer's obligation to pay the Deferred Payment to the Seller shall be reduced by an amount equal to the TERN Settlement Amount; and
 - 4.4.2 the settlement of the Tern Settlement Amount in accordance with the provisions of clause 4.4.1 and the payment of the remaining balance of the Deferred Payment (if any) shall complete discharge of the Buyer's obligation to pay the Deferred Payment and the Buyer will not be concerned with the distribution of the monies so paid or be answerable to an person for the loss or misapplication of such sums or otherwise in connection with the TERN Settlement Amount.
- 4.5 Holdco, in its capacity as the legal and beneficial owner of the entire issued and to be issued share capital of TERN:
 - 4.5.1 agrees and acknowledges to the provisions of clause 4.4; and
 - 4.5.2 confirms that it has and/or undertakes that it will take or procure all such actions (including, but without limitation, making the appropriate directions to TERN) to give effect to the provisions of clause 4.4 subject only to the service by the Buyer of a TERN Settlement Notice.
- 4.6 If the Conditions have not been satisfied or waived in full by the Longstop Date the Deferred Payment shall cease to be payable and the Buyer shall have no obligation to pay the Deferred Payment in whole or in part.

5. SETTLEMENT OF OUTSTANDING LIABILITIES

- 5.1 The Buyer shall pay to the Seller on Completion an amount of €1,204,532 in payment towards the Historic Debts and the Seller shall pay such amount and settle in full the Historic Debts (the total aggregate amount of the Historic Debts so payable being the "**Historic Debts Amount**").
- 5.2 The Seller shall procure that the Historic Debts Amount shall be used solely for the settlement of the relevant Historic Debts and shall not be applied for any other purpose. The Seller shall take all necessary steps to procure the payment of the Historic Debts within 5 Business Days of Completion and to deliver to the Buyer within 10 Business Days of Completion evidence to the reasonable satisfaction of the Buyer showing the payment in full of such debts and that there are no further dues to such creditors in respect of the period prior to Completion.
- 5.3 Without limiting any other rights or remedies the Buyer may have, the Seller shall indemnify the Buyer and any other member of the Buyer's Group against all and any Losses suffered or incurred by the Buyer or any other member of the Buyer's Group arising out of or in connection with the failure by the Seller to make payment to a creditor in relation to the Historic Debts pursuant to clause 5, or any claims brought by a creditor in respect of the Historic Debts.
- 5.4 Any payment made by the Seller in respect of a claim under clause 5.3, shall include any amount necessary to ensure that, after the deduction of any Tax due on the payment, the Buyer or other member of the Buyer's Group is left with the same amount it would have had if the payment was not subject to Tax.

6. **ADJUSTMENTS TO PURCHASE PRICE**

6.1 Following Completion, the Completion Statement will be agreed or determined in accordance with Schedule 9.

6.2 Following such determination, the Consideration and the Transferring Debts Amount will be adjusted as follows:

6.2.1 if the Historic Debts are more than the Estimated Historic Debts Amount paid to the Seller on Completion, the Historic Debts Amount shall be decreased by the amount of the excess and the Seller will pay to the Buyer a sum equal to the amount of such decrease and the Buyer will pay such amount(s) to the relevant creditor(s);

6.2.2 if the Net Transferring Asset Value is more than the Estimated Net Transferring Asset Value, the Consideration will be increased by the amount of the excess and the Buyer will pay to the Seller a sum equal to the amount of that increase; and

6.2.3 if the Net Transferring Asset Value is less than the Estimated Net Transferring Asset Value, the Consideration will be reduced by the amount of the shortfall and the Seller will pay to the Buyer a sum equal to the amount of that reduction,

provided that, to avoid any double counting, no adjustments to the Consideration shall be made pursuant to clauses 6.2.2 and 6.2.3 to the extent that any such excess or shortfall has already been taken into account in the determination of any payment under clause 11.

6.3 Any payment to be made under clause 6 will be made, by way of electronic transfer to an account notified by the Buyer to the Seller no later than two Business Days before the Determination Date, and receipt of such payment will be an effective discharge of the relevant payment obligation.

6.4 The Seller agrees and undertakes to the Buyer as a continuing obligation that he shall indemnify and keep indemnified the Buyer and pay to the Company, the Buyer and/or the Buyer's Group such amount in cash equal on a pound for basis the amounts payable pursuant to this clause 6. For the avoidance of doubt, the limitations in Schedule 4 shall not apply to this clause 6.

7. **COMPLETION**

7.1 Completion shall take place on the Completion Date at the offices of the Buyer's Solicitors (or at any other place as may be agreed in writing by the parties).

7.2 At Completion the Seller shall comply with its obligations set out in Schedule 2, in accordance with this Agreement (the "**Seller Conditions**").

7.3 At Completion, subject to the Seller having complied with its obligations in clause 7.2 the Buyer shall:

7.3.1 pay the Completion Cash Consideration in accordance with clause 3.1.1;

7.3.2 pay the Historic Debts Amount in accordance with clause 5;

7.3.3 deliver to the Seller a copy of the resolutions in agreed form, adopted by the board of directors of the Buyer:

(a) approving the transactions contemplated by the Transaction Documents;

- (b) approving the execution and delivery by the officers specified in the resolution of this Agreement, and any other documents referred to in this Agreement as being required to be delivered by it; and

7.3.4 deliver to the Seller duly executed counterparts of the Disclosure Letter.

- 7.4 Payment in accordance with clause 7.3.1 will be a complete discharge of the Buyer's obligation under clauses 3.1.1 and 7.3.2 to pay the Completion Cash Consideration and Company Debts Amount and the Buyer will not be concerned with the distribution of the monies so paid or be answerable for the loss or misapplication of such sum.

8. **WARRANTIES**

- 8.1 Subject to clause 8.6, the Seller warrants to the Buyer at Completion in the terms of the warranties.
- 8.2 Each of the Warranties is separate and independent and, save as otherwise expressly provided in this Agreement, is not limited by reference to or inference from any other Warranty or anything in this Agreement or any other Transaction Document.
- 8.3 Except for the matters Disclosed, no information relating to the Business or the Business Assets of which the Buyer has knowledge (whether actual, constructive or imputed), or which could have been discovered by reason of any investigation or inquiry made or to be made by or on behalf of the Buyer, will prejudice or prevent any claim which the Buyer is entitled to bring or operate to reduce any amount recoverable by the Buyer under this Agreement.
- 8.4 The Seller will not be entitled to raise as a defence to a claim by the Buyer under this Agreement or any other Transaction Document its reliance on information provided to it by any Employees, agents or advisers engaged in, or in relation to, the Business.
- 8.5 Save in the case of fraud by the relevant Employee, agent of adviser (as the case may be), the Seller unconditionally and irrevocably waives any rights and claims it may have against any Employees, agents or advisers engaged in, or in relation to, the Business on whom it may have relied in relation to the entering into of this Agreement or any other Transaction Document, including in respect of any information that any such person has in any capacity supplied or omitted to supply to the Seller in connection with the Warranties or the information Disclosed., and undertakes that it will not make any such claim against such persons.
- 8.6 The Seller will have no liability in respect of any Claim if the fact, matter, event or circumstance giving rise to such Claim has been Disclosed, provided that the Seller may not Disclose any fact, matter, event or circumstance in relation to the Warranties in paragraphs 2 and 3.3 of Part 1 of Schedule 3.
- 8.7 The Seller's liability in respect of any claim under the Warranties will be limited as provided in Schedule 4 save that such limitations will not apply in relation to the Warranties in paragraphs 2 and 3.3 of Part 1 of Schedule 3.

9. **ASSUMED LIABILITIES**

- 9.1 From the Effective Time, the Buyer will assume, perform, pay and discharge the Assumed Liabilities.

9.2 Subject to clause 9.1, the Buyer will indemnify the Seller against all Losses it suffers or incurs arising out of the Buyer's failure to assume, perform, pay and discharge the Assumed Liabilities.

9.3 Subject to clause 9.1, the Seller will promptly and at its own cost and expense in provide all information and assistance and take all steps reasonably requested by the Buyer to assist in the assumption, payment or discharge of the Assumed Liabilities.

10. **BUSINESS DEBTS**

10.1 The Seller and the Buyer shall cause to be prepared from the accounting records of the Business, within ten (10) Business days after Completion, a list of the Business Debts showing (amongst other things) the names of the debtors and the amounts owing to the Seller by each of the relevant debtors.

10.2 The Buyer shall be entitled to take such actions as it deems appropriate to collect the Business Debts, and the Seller shall not do anything to hinder their collection by the Buyer.

10.3 The Seller shall inform the Buyer of any payments that may be made to the Seller in respect of the Business Debts and shall pay any amounts so received to the Buyer within ten (10) Business Days of the Seller's receipt.

11. **APPORTIONMENTS**

11.1 All periodical charges and outgoings in respect of the Business or any of the Business Assets including:

11.1.1 all periodical amounts paid or payable under any of the Business Contracts; and

11.1.2 the payment of wages, holiday pay and other forms of employee remuneration;

will be apportioned on a time basis, so that the Seller will be responsible for the part of such charges and outgoings attributable to the period ending on or before the Effective Time and the Buyer will be responsible for the part of such charges and outgoings attributable to the period after the Effective Time.

11.2 All periodical income and receipts in respect of the Business or any of the Business Contracts including all rents, licences and royalties will be apportioned on a time basis, so that the part of such income and receipts attributable to the period ending on or before the Effective Time will belong to the Seller and the part of such income and receipts attributable to the period after the Effective Time will belong to the Buyer.

11.3 As soon as practicable, and in any event no later than 15 Business Days after the Completion Date, the Seller will prepare and deliver to the Buyer a schedule of apportionments of periodical charges and outgoings, and periodical income and receipts, and the parties will use all reasonable endeavours to agree the net amount, if any, payable by or to the Buyer pursuant to this clause 10.1.

11.4 If the Buyer and Seller are unable to agree the net amount payable in accordance with clause 11.3 within 10 Business Days starting on the first Business Day after the Buyer receives the schedule of apportionments from the Seller, either party may by notice in writing to the other refer the matter or items in dispute to an Independent Accountant for determination in accordance with paragraph 3 of Schedule 9.

12. **CONTRACTS AND BUSINESS CLAIMS**

- 12.1 To the extent that the benefit of any Business Contract, IT Contract or Business Claim can be assigned to the Buyer without obtaining any consent, approval, authorisation or waiver from a third party, this Agreement will constitute an assignment to the Buyer of such benefit with effect from the Completion Date.
- 12.2 The provisions of Schedule 7 and (in relation to Key Contracts) clause 15 shall apply in relation to the burden of each relevant Business Contract, Key Contract or IT Contract and in relation to the benefit of any relevant Business Contract, Key Contract, IT Contract or Business Claim which cannot be assigned or transferred to the Buyer except by obtaining the consent, approval, authorisation or waiver of a third party to the assignment or transfer.
- 12.3 The Seller will remain solely responsible for the Excluded Contracts and undertakes with the Buyer to perform all Excluded Contracts and indemnify the Buyer against all Losses suffered or incurred by it directly or indirectly in connection with the Excluded Contracts.

13. **EMPLOYEES**

The provisions of Schedule 8 will apply in relation to the Employees.

14. **VAT**

- 14.1 The consideration for any supply made under the provisions of this Agreement shall be exclusive of VAT (if any). If a Taxation Authority determines in writing that VAT is due in respect of the consideration payable for any supply made by a party under the provisions of this Agreement, the payor shall pay such VAT to the payee subject to the receipt of a valid VAT invoice, and the parties shall co-operate and use reasonable endeavours to obtain recovery of such VAT from the relevant Tax Authority.
- 14.2 The acquisition of the Business Assets contemplated by this Agreement constitutes a transfer of business for the purposes under Section 19a of the Finnish Value Added Tax Act (1501/1993, as amended) and it is assumed that no value added tax shall be levied on this transfer.

15. **POST-COMPLETION OBLIGATIONS**

- 15.1 Nothing in this Agreement will make the Buyer liable for anything done or omitted to be done in relation to the Business or the Business Assets prior to Completion or, except to the extent expressly provided for in clause 9, for any Liabilities.
- 15.2 The Seller will remain responsible for, and will promptly observe, perform, pay and discharge all of the Liabilities and will indemnify the Buyer against all Losses it suffers or incurs directly or indirectly in connection with or arising out of:
- 15.2.1 all things done or omitted to be done in connection with the Business or any of the Business Assets prior to Completion; or
- 15.2.2 the Seller's failure to observe, perform, pay and discharge any of the Liabilities.
- 15.3 No later than three Business Days after Completion, the Seller will send a Novation Agreement and/or Assignment Notice in the agreed form to:
- 15.3.1 all of the counterparties to the Key Contracts; and

- 15.3.2 such other persons who have dealt with the Seller in connection with the Business as the Buyer may reasonably require,
- advising them of the transfer of the Business to the Buyer.
- 15.4 The Seller will hold any amount received by it or any other member of the Seller's Group after Completion on trust for the Buyer to the extent such amount is in respect of trade and other debts due and owing to the Buyer for goods supplied or services performed in connection with the Business following Completion and shall pay such amount to the Buyer within 10 Business Days following receipt.
- 15.5 The Seller will, and will procure that each other member of the Seller's Group will, ensure that all correspondence, notice, orders or enquiries relating to the Business or any Business Asset received by it on or after Completion are promptly passed to the Buyer.
- 15.6 For the period of six years following Completion or if earlier until the liquidation or dissolution of the Seller, the Seller will, and will procure that each other member of the Seller's Group will:
- 15.6.1 retain and keep safe all records, books of account, correspondence and other documents and information in its possession or under its control which relate to Business, the Business Assets and the Employees; and
- 15.6.2 allow the Buyer, its agents and representatives, upon reasonable notice and during the hours of 9.00 am to 5.30 pm on a Business Day, access to such records, books of account, correspondence and other documents and information to inspect and make copies of any of the same.
- 15.7 The Seller undertakes to the Buyer that:
- 15.7.1 it will not take (and as a separate undertaking Holdco undertakes to the Buyer that it will not take or permit by or on behalf of any other member of the Seller's Group) any corporate or other action (nor commence any application or any other steps) for its winding-up or for the appointment of a liquidator, trustee, receiver, administrative receiver, administrator, examiner or similar officer of it or of any or all of its assets or a reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) until such time as the Buyer has confirmed (acting reasonably and without delay) that all of the Business Assets that are to be transferred by this Agreement have been transferred to the Buyer or as it shall direct; and
- 15.7.2 by no later than the first anniversary of Completion, the name of any member of the Seller's Group which uses or incorporates in whole or in part any of the Business IP is changed to a name which does not include any of the Business IP and will procure that each member of the Seller's Group will take all additional steps necessary to ensure that it does not hold itself out as having any continuing association with the Business.

16. GUARANTEE

- 16.1 Holdco unconditionally and irrevocably guarantees to the Buyer the punctual discharge by the Seller of all of its obligations under this Agreement (the "**Guaranteed Obligations**") and pursuant to the Guaranteed Obligations promises carry out all such Guaranteed Obligations and to pay on demand any sums (together with interest on such sum accrued after the date of demand until

the date of payment) which the Seller is liable to and fails to pay under this Agreement.

- 16.2 Prior to seeking any payment in respect of the Guaranteed Obligations under clause 16.1 the Buyer shall first use its reasonable endeavours to recover the amount of any Claim from the Seller including exercising any right of set off against the Purchase Price.
- 16.3 Holdco's obligations under this clause 16 shall be in addition to any rights that the Buyer may have under any other agreement or security in relation to this Agreement or the Guaranteed Obligations. The aggregate liability of Holdco under this clause 16 shall not exceed €500,000 save in respect of clause 6, a breach by the Seller of the Warranties in paragraphs 2 and 3.3 of Part 1 of Schedule 3 or in the case of fraud, wilful misconduct, wilful concealment or dishonesty on the part of the Seller, Holdco or any other member of the Seller's Group or any other Affiliate of the Seller or any officer or employee of the Seller or Holdco or any other member of the Seller's Group or any other Affiliate of The Seller.
- 16.4 Holdco's liability to the Buyer shall not be affected in whole or in part by any act, omission or matter which, but for this clause 16, may operate to reduce or release Holdco from the Guaranteed Obligations including:
 - 16.4.1 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, the Buyer or any other person;
 - 16.4.2 any variation of the terms of this Agreement;
 - 16.4.3 the release of the Buyer or any other person under the terms of any composition or arrangement with any creditor of the Seller;
 - 16.4.4 any insolvency, liquidation or dissolution of the Buyer or the appointment of a receiver, administrative receiver or administrator of the Seller's assets or any other insolvency proceeding relating to the Seller; or
 - 16.4.5 any unenforceability, illegality or invalidity of any obligation of the Seller under this Agreement.
- 16.5 The guarantee in this clause 16 is a continuing guarantee and accordingly shall remain in force until all of the Guaranteed Obligations have been fully performed or satisfied, regardless of any intermediate performance or discharge in part.
- 16.6 Holdco agrees that:
 - 16.6.1 if any payment received (or to be received) by the Buyer from the Seller in relation to the Guaranteed Obligations is avoided or set aside on the subsequent bankruptcy, insolvency or liquidation of the Buyer, any amount received by any of the Seller and subsequently repaid, shall not discharge or diminish the liability of Holdco for the Guaranteed Obligations and this clause 16 shall apply as if such payment had at all times remained owing by the Seller; and
 - 16.6.2 after a demand has been made by the Buyer under this clause 16 and until the amount demanded has been paid in full, the Buyer may take such action as they think fit against the Seller to recover all sums due and payable to them under this Agreement, without affecting the obligations of Holdco under this clause 16.

17. HOLDCO WARRANTIES AND UNDERTAKINGS

- 17.1 Holdco warrants to the Buyer that each of the warranties set out in clauses 17.2 to 17.8 (inclusive), is at the date of this Agreement, true and accurate (the "**Holdco Warranties**").
- 17.2 Holdco is duly incorporated and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.
- 17.3 Holdco has corporate power and authority to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement and the provisions of this Agreement and any agreement entered into pursuant to the terms of this Agreement, constitute valid and binding obligations on Holdco and are enforceable against Holdco, in accordance with their respective terms.
- 17.4 Holdco has duly authorised, executed and delivered this Agreement and will, at Completion, have authorised, executed and delivered any agreements to be entered into pursuant to the terms of this Agreement.
- 17.5 The execution and delivery by Holdco of, and the performance by Holdco of its obligations under, this Agreement and any agreement entered into pursuant to the terms of this Agreement will not:
- 17.5.1 result in a breach of any provision of its constitutional documents; or
 - 17.5.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound.
- 17.6 All consents, permissions, authorisations approvals and agreements of third parties and all authorisations, registrations, declarations, filings with any governmental department, commission, agency or other organisation having jurisdiction over Holdco which are necessary for Holdco to obtain in order to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement in accordance with its terms, have been obtained.
- 17.7 There are no:
- 17.7.1 outstanding judgments, orders, injunctions or decrees of any governmental or regulatory body or arbitration tribunal against or affecting Holdco or any of its group undertakings;
 - 17.7.2 lawsuits, actions or proceedings pending or, to the knowledge of Holdco, threatened against or affecting Holdco; or
 - 17.7.3 investigations by any governmental or regulatory body which are pending or threatened against Holdco, so far as Holdco is aware,
- and which, in each case, has or could have a material adverse effect on the ability of Holdco to perform the Guaranteed Obligations.
- 17.8 No order has been made, petition presented or meeting convened for the winding up of the Holdco or any of its group undertakings, nor has a moratorium been agreed or declared in respect of, or affecting, all or a material part of the Holdco or any of its group indebtedness, nor any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors or shareholders

or any other contributors), and there are no proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable laws, would justify any such proceedings.

- 17.9 Neither Holdco (nor, so far as the Holdco is aware, any of their directors, stakeholders (including any direct or indirect shareholders), officers, employees or agents) is:

17.9.1 a Sanctions Target; or

17.9.2 engaging or has engaged in any conduct, operations, transactions or dealings that could result in it becoming a Sanctions Target.

- 17.10 Save as required by applicable law, Holdco undertakes and covenants to the Buyer (and the Buyer's Group) that for a period of three years following Completion it shall not take any corporate or other action (nor commence any application or any other steps) for its winding-up or for the appointment of a liquidator, trustee, receiver, administrative receiver, administrator, examiner or similar officer of it or of any or all of its assets or a reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) ("**Winding Up**") without the consent of the Buyer, not to be unreasonably withheld. To the extent that any such Winding Up occurs, the Holdco shall procure that any such replacement guarantor shall be registered in a jurisdiction suitable to the Buyer, have the financial covenant strength required to satisfy the Guaranteed Obligations and is able to give the Holdco Warranties without qualification or disclosure, and such replacement guarantor adhere to the terms of this Agreement, and references to Holdco shall refer to such assign and/or transferee *mutatis mutandis*.

18. BUYER WARRANTIES AND UNDERTAKINGS

- 18.1 The Buyer warrants to the Seller that each of the warranties set out in this clause 18, is at the date of this Agreement, true and accurate.

- 18.2 The Buyer is duly incorporated and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.

- 18.3 The Buyer has corporate power and authority to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement and the provisions of this Agreement and any agreement entered into pursuant to the terms of this Agreement, constitute valid and binding obligations on the Buyer and are enforceable against Holdco, in accordance with their respective terms.

- 18.4 The Buyer has duly authorised, executed and delivered this Agreement and will, at Completion, have authorised, executed and delivered any agreements to be entered into pursuant to the terms of this Agreement.

- 18.5 The execution and delivery by Holdco of, and the performance by the Buyer of its obligations under, this Agreement and any agreement entered into pursuant to the terms of this Agreement will not:

18.5.1 result in a breach of any provision of its constitutional documents; or

18.5.2 result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound.

- 18.6 All consents, permissions, authorisations approvals and agreements of third parties and all authorisations, registrations, declarations, filings with any governmental department, commission, agency or other organisation having jurisdiction over the Buyer which are necessary for Holdco to obtain in order to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement in accordance with its terms, have been obtained.
- 18.7 No order has been made, petition presented or meeting convened for the winding up of the Holdco or any of its group undertakings, nor has a moratorium been agreed or declared in respect of, or affecting, all or a material part of the Buyer or any of its group indebtedness, nor any other action taken in relation to the appointment of an administrator, liquidator, receiver, administrative receiver, compulsory manager or any provisional liquidator (or equivalent in any other jurisdiction) (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors or shareholders or any other contributors), and there are no proceedings under any applicable insolvency, reorganisation or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable laws, would justify any such proceedings.
- 18.8 Neither the Buyer (nor, so far as the Holdco is aware, any of their directors, stakeholders (including any direct or indirect shareholders), officers, employees or agents) is:
- 18.8.1 a Sanctions Target; or
- 18.8.2 engaging or has engaged in any conduct, operations, transactions or dealings that could result in it becoming a Sanctions Target.

19. **RESTRICTIONS ON SELLER**

- 19.1 In this clause, the following words and expressions shall have the following meanings:

"Restricted Business": means any business which is or would be in competition the Business (or any part of it), as the Business was carried on at the Completion Date.

"Restricted Customer": means any person who is at Completion, or who has been at any time during the period of twelve (12) months immediately preceding the Completion Date, a client or customer of, or in the habit of dealing with, the Seller or any other member of the Seller Group in respect of the Business.

"Restricted Period" means the period of two years commencing on the Completion Date.

"Restricted Person": means any person who is at Completion or who has been at any time during the period of twelve (12) months immediately preceding the Completion Date, employed or directly or indirectly engaged by the Seller or any other member of the Seller Group in respect of the Business in an executive, managerial, sales or technical role.

- 19.2 The Seller covenants that it shall not (and shall procure that no subsidiary or subsidiary undertaking shall) and Holdco covenants that it shall not (and shall procure that no subsidiary or subsidiary undertaking shall) at any time during the Restricted Period:

- 19.2.1 in any geographic area in which the Business (or any part of it) is carried on at the Completion Date, carry on or be engaged, concerned or interested in, or in any way assist, a Restricted Business;
 - 19.2.2 canvass, solicit or otherwise seek the custom of any Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with the Business (or any part of it) as it was carried on at the Completion Date;
 - 19.2.3 induce or attempt to induce a Restricted Customer to cease or refrain from conducting business with, or to reduce the amount of business conducted with or to vary adversely the terms upon which it conducts business with the Buyer or any member of the Buyer Group in connection with the Business, or do any other thing which is reasonably likely to have such an effect;
 - 19.2.4 have any business dealings with a Restricted Customer in connection with the provision of goods or services to that Restricted Customer in competition with the Business (or any part of it) as it was carried on at the Completion Date;
 - 19.2.5 have any business dealings with, solicit, entice or attempt to entice away any person who is at Completion, or has been at any time during the period of twelve (12) months immediately preceding the Completion Date, a supplier of goods or services to the Seller or any other member of the Seller Group in respect of the Business, if such dealings, solicitation or enticement causes or is reasonably likely to cause such supplier to cease supplying, or reduce its supply of goods or services to the Buyer or any member of the Buyer Group in respect of the Business, or to vary adversely the terms upon which it conducts business with the Buyer or any member of the Buyer Group in respect of the Business;
 - 19.2.6 offer employment to, enter into a contract for the services of, or otherwise entice or attempt to entice away from the Buyer or any member of the Buyer Group, any Restricted Person;
 - 19.2.7 procure or facilitate the making of any such offer or attempt by any other person in relation to a Restricted Person;
 - 19.2.8 at any time after Completion in relation to any trade, business or company use (other than in order to comply with the obligations of this Agreement), register or apply to register any trade or service mark, business or domain name, design or logo including the word "Tellyo" or any confusingly similar word in such a way as to be capable of, or likely to be confused with, any trade or service mark, business or domain name, design or logo of the Business (whether registered or not); or
 - 19.2.9 at any time after Completion, whether on its own behalf or with or on behalf of any other person, use to the detriment of the Buyer or the Business or otherwise make use of any Commercial Information which is confidential.
- 19.3 The covenants in clause 19.2 are intended to be for the benefit of, and shall be enforceable by, each of the Buyer and any other member of the Buyer Group to whom any part of the Business and Assets are transferred and apply to actions carried out by the Seller (or any other member of the Seller Group) in any capacity (including as shareholder, partner, director, principal, consultant, officer, agent or otherwise) and whether directly or indirectly, on its own behalf or on behalf of, or jointly with, any other person.

- 19.4 Each of the covenants in clause 19.2 is a separate undertaking by the Seller and shall be enforceable by the Buyer and any member of the Buyer Group to whom it transfers any part of the Business and Assets separately and independently of their right to enforce any one or more of the other covenants contained in that clause.
- 19.5 The parties acknowledge that the Seller has confidential information relating to the Business and that the Buyer is entitled to protect the goodwill of the Business as a result of buying the Business and Assets. Accordingly, each of the covenants in clause 19.2 is considered fair and reasonable by the parties.
- 19.6 The consideration for the covenants contained in clause 19.2 is included in the Purchase Price.

20. SET-OFF

- 20.1 The Buyer shall be entitled to set off the amount of any Substantiated Claim under this Agreement as notified to the Seller against any sum due from it to the Seller under this Agreement.
- 20.2 In respect of an Unsubstantiated Claim the Buyer may withhold from any sum due from it to the Seller under this Agreement its reasonable estimate of any claim(s) made under this Agreement that is not a Substantiated Claim ("**Withheld Amount**") providing it has given written notice to the Seller of its intention to do so as soon as reasonably practicable and, in any event, within 10 Business Days prior to such sum being due to the Seller under this Agreement.
- 20.3 Upon an Unsubstantiated Claim becoming a Substantiated Claim, the Buyer shall set off the Withheld Amount against the Substantiated Claim, and if the quantum of actual liability of the Seller in respect of such Substantiated Claim is less than the Withheld Amount, then the Buyer shall within 5 Business Days of such claim or claims becoming a Substantiated Claim, pay to the Seller in cash the amount by which the Withheld Amount exceeds the actual liability of such Substantiated Claim together with interest at the aggregate of 4% per annum and the base rate from time to time of Barclays Bank Plc from the initial due date until the date of payment but if the quantum of actual liability of the Seller in respect of such Substantiated Claim is equal to or more than the Withheld Amount, then the Buyer shall be entitled to retain the Withheld Amount notwithstanding the Buyer's other rights of recovery under this Agreement.
- 20.4 In respect of an Unsubstantiated Claim:
- 20.4.1 that is agreed in writing by the Buyer to be withdrawn;
- 20.4.2 which is discontinued or struck out or dismissed by a court of competent jurisdiction where no right of appeal exists or any appeal is time barred; and/or

then the Unsubstantiated Claim shall be treated as having been settled for no sum and the Buyer shall within 5 Business Days of such event pay to the Seller in cash all of the Withheld Amount together with interest at the aggregate of 4% per annum and the base rate from time to time of Barclays Bank Plc from the initial due date until the date of payment.

21. CONFIDENTIALITY AND ANNOUNCEMENTS

- 21.1 The Seller undertakes that it will, and will procure that each other member of the Seller's Group will, keep confidential at all times after the date of this Agreement, and not directly or indirectly reveal, disclose or use for its own or any other

purposes, any information received or obtained as a result of entering into or performing, or supplied by or on behalf of the Buyer in the negotiations leading to, this Agreement and which relates to:

21.1.1 the negotiations relating to this Agreement;

21.1.2 the subject matter or provisions of this Agreement; or

21.1.3 the Buyer.

21.2 The prohibition in clause 21.1 does not apply:

21.2.1 If the information was in the public domain before it was furnished to the Seller or, after it was received by the Seller, entered the public domain otherwise than as a result of (a) a breach by the Seller of this clause 19 or (b) a breach of a confidentiality obligation by the discloser; or

21.2.2 to the extent that the disclosure of any information referred to in clause 21.1 is required by any Regulatory Requirement, provided that it will be disclosed only after consultation with the Buyer (unless such consultation is prohibited by any Regulatory Requirement).

21.3 Subject to clause 21.4, no party will make any press release or other public disclosure or announcement in connection with the transactions contemplated by this Agreement except:

21.3.1 an announcement in the agreed form or in any other form agreed by the Buyer and the Seller; or

21.3.2 any disclosure or announcement required by any Regulatory Requirement.

21.4 Nothing in this Agreement will prohibit the Buyer from making or sending any announcement after Completion to a customer, client or supplier of the Business informing it that the Buyer has purchased the Business.

22. **ASSIGNMENT**

22.1 Subject to clause 22.2, neither party will be entitled:

22.1.1 to assign, transfer, charge or deal in any way with the benefit of, or any of its rights under or interest in, this Agreement; or

22.1.2 sub-contract any or all of its obligations under this Agreement,

without the prior written consent of the other party.

22.2 All or any of the Buyer's rights under this Agreement (including under the Warranties given by the Seller pursuant to clause 8) may be assigned or transferred by the Buyer to, or made the subject of a trust created in favour of:

22.2.1 any other member of the Buyer's Group (or by any such member to or in favour of any other member of the Buyer's Group) provided that if such assignee company leaves the Buyer's Group, such rights are assigned or transferred to or made the subject of a trust in favour of another member of Buyer's Group; or

22.2.2 any person by way of security for any borrowings of the Buyer's Group.

and provided that the liabilities of the Seller under this Agreement to the Buyer, the Buyer's Group and the assignee(s) shall be no greater than such liabilities would have been had the assignment not occurred.

22.3 Notwithstanding the provisions of clause 19, the Buyer may disclose to a bona fide proposed assignee information (including confidential information) in its possession which relates to the negotiations relating to this Agreement, the subject matter or provisions of this Agreement or the Seller to the extent it is reasonably required by the proposed assignee in connection with the proposed assignment.

22.4 The parties acknowledge that this Agreement is a contract entered into for the purposes of the acquisition, disposal or transfer of an ownership interest in a business or undertaking. Regulation 2 of The Business Contract Terms (Assignment of Receivables) Regulations 2018 does not apply to any term of this Agreement.

23. **FURTHER ASSURANCE**

The Seller will, from time to time on being required to do so by the Buyer, promptly and at the cost and expense of the Seller do or procure the doing of all such acts and execute or procure the execution of all such documents in a form satisfactory to the Buyer as the Buyer may reasonably consider necessary for giving full effect of this Agreement.

24. **ENTIRE AGREEMENT**

This Agreement, together with the documents referred to in it, contains the whole agreement between the parties relating to its subject matter as at the date of its execution to the exclusion of any terms implied by law which may be excluded.

25. **SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision will to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement will not be affected.

26. **VARIATION, RELEASE AND WAIVER**

26.1 No variation of this Agreement will be effective unless it is in writing and signed by or on behalf of each of the parties.

26.2 Any liability to any party under this Agreement may be released, compounded or compromised in whole or in part without in any way prejudicing that party's rights against any other party under the same or like liability, whether joint and several or otherwise.

26.3 Any waiver of any right, power or remedy under this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor. No such waiver will take effect if the person seeking the waiver has failed to disclose to the grantor every material fact or circumstance which (so far as the person seeking the waiver is aware) has a bearing on its subject matter. Unless otherwise expressly stated, any waiver will not be deemed to be a waiver of any subsequent breach and will be effective only for the purpose for which it is given.

26.4 No failure of any party to exercise, nor delay in exercising, any right, power or remedy in connection with this Agreement (Right) will operate as a waiver of that

Right, nor will any single or partial exercise of any Right preclude any other or further exercises of that Right or the exercise of any other Right.

27. PROVISIONS SURVIVING COMPLETION

Each provision of this Agreement not performed at or before Completion but which remains capable of performance will remain in full force and effect notwithstanding Completion.

28. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, except that any Employees, agents or advisers engaged in, or in relation to, the Business will be entitled to enforce the terms and will have the benefit of clause 8.5 and those provisions in this Agreement which are otherwise stated to be for their benefit, but this Agreement may be amended or varied by the parties in any way, or terminated, in accordance with its terms without any such person's consent.

29. COSTS

29.1 Except as otherwise stated in this Agreement, each party will be responsible for its own costs, charges and expenses in relation to the negotiation, preparation, execution and implementation of this Agreement, any other Transaction Document and all other agreements forming part of the transactions contemplated by this Agreement.

29.2 All stamp, transfer and registration taxes, duties and charges, stamp duty land tax and all (if any) notarial fees payable in connection with the sale of the Business Assets will be payable by the Buyer.

30. DEFAULT INTEREST

30.1 If a party required to pay any sum under this Agreement fails to pay such sum on the due date for payment, it will pay interest on such sum for the period from and including the due date up to and including the date of actual payment (after as well as before judgment) at the annual rate which is the aggregate of 4% per annum and the base rate from time to time of Barclays Bank Plc.

30.2 Interest under this clause 30 will accrue from day to day and will be paid on demand. Unpaid interest will compound monthly.

31. WITHHOLDING AND GROSSING-UP

31.1 All sums payable under this Agreement will be made in full without any set-off or counterclaim and free and clear of any deductions or withholdings except as required by law. If a deduction or withholding is required by law, the deduction or withholding will not exceed the minimum amount required by law and the payer will pay such additional amount as will ensure that the net amount received by the payee equals the full amount which it would have received had the deduction or withholding not been required.

31.2 If any sum payable by the Seller pursuant to this Agreement is subject to Taxation, then the Seller will pay such additional amount as will ensure that the total amount paid, less Taxation chargeable on such amount, is equal to the amount that would otherwise be payable pursuant to this Agreement.

32. NOTICES

- 32.1 Any notice or other communication from one party (Sender) to another party (Recipient) under this Agreement must be in writing, signed on behalf of the Sender, and be addressed to the Recipient using the details below (and each party will promptly notify the other in writing of any change to its details for service):

Buyer:

<i>For the attention of:</i>	Legal Department
<i>Address</i>	c/o Amagi Media Private Limited 1 London Street, Reading, Berkshire, RG1 4PN
<i>Copy to</i>	legal@amagi.com

Seller:

<i>For the attention of:</i>	Richard Collins (for so long as Richard Collins is a director of the Seller) and Andrew Spriggs
<i>Address</i>	80 Grattons Drive, Crawley, West Sussex< RH103DB
<i>Copy to</i>	andrew.spriggs@exset.com

Holdco:

<i>For the attention of:</i>	Andrew Spriggs
<i>Address</i>	Hogelhilweg 8 Amsterdam 1101 CC, The Netherlands
<i>Copy to</i>	andrew.spriggs@exset.com and richard.collins@tellyo.com

- 32.2 Notices must be delivered personally or sent by a tracked delivery service (charges prepaid) with confirmation of receipt required.
- 32.3 Any Notice will be deemed to have been served:
- 32.3.1 if delivered personally, at the time and date of delivery shown on the delivery receipt kept by the Sender;
- 32.3.2 if sent within the UK, 48 hours from the time of posting (such time as evidenced by proof of postage kept by the Sender) or, if earlier, on receipt by the Recipient (where the Sender can evidence such receipt); and
- 32.3.3 if sent outside the UK, at 9.00 am on the tenth Business Day from the date of posting (such date as evidenced by proof of postage kept by the Sender).
- 32.4 If the deemed time of receipt would occur outside the hours of 9.00 am to 5.30 pm on a Business Day, the notice will be deemed served at 9.00 am on the next Business Day.
- 32.5 This clause 32 does not apply to the service of proceedings or other documents in any judicial proceeding.

32.6 References in this clause 32 to times of the day are to those times in the location of receipt.

33. **COUNTERPARTS**

This Agreement may be entered into in any number of counterparts, and by the parties on separate counterparts, all of which when duly executed will together constitute one and the same instrument.

34. **GOVERNING LAW AND JURISDICTION**

34.1 This Agreement and any non-contractual rights and obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales.

34.2 Each of the parties irrevocably:

34.2.1 agrees that the English courts will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement (including any non-contractual rights and obligations) and the documents to be entered into pursuant to it and, accordingly, that proceedings arising out of or in connection with this Agreement will be brought in such courts; and

34.2.2 submits to the jurisdiction of such courts and waives any objection to proceedings being brought in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

This Agreement is executed by each of the parties on the date first stated above.

SCHEDULE 1: THE BUSINESS

PART 1: ASSUMED LIABILITIES

Please refer to Schedule 10.

PART 2: EXCLUDED ASSETS

Excluded assets include the AR and cash up to 31 August 2023, as listed in the following document in the Data Room: Amagi DD Documents>Financial Info>Tellico liabilities and TERN Debt calculation v27 Oct

(https://www.dropbox.com/home/Amagi%20DD%20Documents/Financial%20Info?di=left_nav_browse&preview=Tellico+liabilities+and+TERN+Debt+calculation+v27+Oct.xlsx).

Liabilities

		31-Aug-23			30-Sep-23	
AP	Currency EUR	Amount 591,235	Amount (EUR) 591,235	Currency EUR	Amount 629,552	Amount (EUR) 629,552
Payroll tax liability - Poland						
Accrued Social securities Poland	PLN	1,695,759	379,594	PLN	1,826,173	394,465
Accrued Liability to Tax Office Poland	PLN	403,857	90,403	PLN	437,671	94,540
Accrued Liability to PPK Poland Pension	PLN	69,141	15,477	PLN	76,522	16,529
Accrued Liability to Rehab Fund Poland	PLN	66,166	14,811	PLN	70,910	15,317
Accrued Poland Unused Holidays day expenses			13,430			
Employee costs (MyBenefit)	PLN	74,086	16,584	PLN	78,804	17,022
Stewardship (payroll bureau):	PLN	39,633	8,872	PLN	42,813	9,248
Total Payroll tax liability - Poland			539,170			547,121
Payroll tax liability - UK						
Tax Liability - UK Taxes	EUR	86,500	86,500	EUR	88,650	88,650
Total Payroll tax liability - UK			86,500			88,650
Provisions:						
Provision for UK Employer Contribution	EUR	0	0	EUR	0	0
Accrued Net Salary expenses						
Wage arrears Jakub Majkowski	EUR	0	0	EUR	0	0
Wage arrears Richard Collins	EUR	0	0	EUR	0	0
Others						
Salaries control / Salaries payable	EUR	0	0	EUR	0	0
Payroll tax control/payroll tax payable						
Total Others			0			0
Intercompany - Exset BV & TERN			0			0
General accruals			22,420			22,420
Deferred income			33,270			26,469
Total			1,272,596			1,314,212

Consideration statement:					
Consideration for APA (1,650,000+110,000+5,000)		1,765,000			
(-) Advances against consideration (82,000+5,000+110,000)		-197,000			
Consideration less advances		1,568,000			
(-) Completion Debt Amounts		-1,272,596			
Consideration net of Completion Debt amounts		295,404			
				(D) Salary payments made for Aug	-148,502
(+) AR (total balance as of 31 Aug)		110,879		Amagi contribution	82,000
(+) Cash on hand at 31 August		34,949		Net paid out of 31 Aug AR	-66,502
(D) (-) Aug salaries settled out of AR		-66,502			
(A.i.) and (A.ii) (-) Pre 31 August OpEx paid out of 31 August AR		-11,262			
TERN OFFSET AMOUNT FOR INSERTION INTO APA		363,468			
TRUING UP ADJUSTMENTS TO DATE 26/10/23					
(B) (+) Sep & Oct OpEx (excl.salaries) paid out of TELLYO 31 August AR		16,522		(C) Salary payments made for Sep	125,815
(C) (+) Sep salaries paid out of TELLYO 31 August AR		15,815		Amagi contribution	-110,000
Tellyo receipts re September chargeable sales period will be deducted				Net paid out of 31 Aug AR	15,815
POTENTIAL TOTAL FOR EXSET AND TERN AT 26/10/2023		395,806			

(A.i)

TOTAL -4,395

No.	Per. Date	Entry no.	Journal	Cost cent	Descriptic Account	Amount Cur.	C Amount	Your ref.	Our ref.	Category	pre 1 sep	aug salari
64	9 02-09-2023	23110139	11 - Revol	4TEFIN	Payment tr 153 - Staff	-1,036.05 EUR	-1,036.05			creditor_payment	yes	
22	9 14-09-2023	23140045	14 - Revol	4PLBR	Payment T77 - SGT S	-3.03 PLN	-14.00			creditor_payment	yes	
23	9 14-09-2023	23140045	14 - Revol	4PLBR	Payment T77 - SGT S	-1,104.16 PLN	-5,105.99			creditor_payment	yes	
11	9 20-09-2023	23120075	12 - Revol	4TEFIN	Payment T191 - Staff	-643.69 USD	-688.88		23450025	creditor_payment	yes	
10	9 26-09-2023	23140052	14 - Revol	4TEFIN	Payment T77 - SGT S	-848.28 PLN	-3,910.00			creditor_payment	yes	
7	10 05-10-2023	23130074	13 - Revol	4TEFIN	Payment T193 - Vera	-471.10 GBP	-408.00			creditor_payment	yes	
3	10 09-10-2023	23130075	13 - Revol	4TEFIN	Payment T183 - Staff	-288.55 GBP	-249.65		23450045	creditor_payment	yes	

(A.ii)

TOTAL -6,862

No.	Per. Date	Entry no.	Journal	Cost cent	Descriptic Account	Amount Cur.	C Amount	Your ref.	Our ref.	Category	pre 1 sep	aug salari
63	9 02-09-2023	23110139	11 - Revol	4TEFIN	Payment T219 - Arca	-5,000.00 EUR	-5,000.00	2023/0010	23600113	salary	yes	
2	10 10-10-2023	23120081	12 - Revol	4TEFIN	Payment T185 - Jaco	-1,862.38 USD	-1,970.77	Inv.023	23600124	salary	yes	

TOTAL

-16,522

No.	Per.	Date	Entry no.	Journal	Cost centre	Description	Account	Amount Cur.	FC Amount	Your ref.	Our ref.	Category	pre 1 sep?	aug salaries?
58	9	03-09-2023	23110140	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Hs Ireland • Hs_ireland CC Richard Collins	152 - Collins R. Staff Revolut	-678.40 EUR	-678.40			creditor_payment	no	
59	9	03-09-2023	23110140	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Hs Ireland • Hs_ireland CC Richard Collins	152 - Collins R. Staff Revolut	-192.76 EUR	-192.76			creditor_payment	no	
60	9	03-09-2023	23110140	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Hs Ireland • Hs_ireland CC Richard Collins	152 - Collins R. Staff Revolut	-192.76 EUR	-192.76			creditor_payment	no	
61	9	03-09-2023	23110140	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Github, Inc. CC Mariusz Edward Ostoja- FEE	153 - Staff Revolut Mariusz Edward Ostoja Swierzynski	-0.46 EUR	-0.46			creditor_payment	no	
62	9	03-09-2023	23110140	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Github, Inc. CC Mariusz Edward Ostoja-Świerczyński	153 - Staff Revolut Mariusz Edward Ostoja Swierzynski	-46.50 EUR	-46.50			creditor_payment	no	
48	9	06-09-2023	23110142	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Hs Ireland • Hs_ireland CC Richard Collins	152 - Collins R. Staff Revolut	-678.40 EUR	-678.40			creditor_payment	no	
39	9	14-09-2023	23110145	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Revolut Business FeeScale plan fee	revolut	-100.00 EUR	-100.00			creditor_payment	no	
30	9	20-09-2023	23110148	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Tus Datasub • Twitter Dev Platform CC Richard Col	152 - Collins R. Staff Revolut	-93.70 EUR	-93.70			creditor_payment	no	
33	9	20-09-2023	23110148	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Microsoft • Msft *<e0600p1pbk> CC Richard Collins	msft	-198.90 EUR	-198.90			creditor_payment	no	
34	9	20-09-2023	23110148	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Microsoft • Msft *<e0600p1vrg> CC Richard Collins	msft	-189.00 EUR	-189.00			creditor_payment	no	
28	9	22-09-2023	23110150	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Calendly CC Richard Collins	152 - Collins R. Staff Revolut	-93.92 EUR	-93.92			creditor_payment	no	
12	9	25-09-2023	23130072	13 - Revolut GBP LT98 3250 0115 4841 1099	4TEFIN	Payment to Zoom.us 888-799-9666 CC Richard Collins	152 - Collins R. Staff Revolut	-183.87 GBP	-159.90			creditor_payment	no	
27	9	29-09-2023	23110151	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Figma Monthly Renewal CC Mariusz Edward Ostoja-Św	153 - Staff Revolut Mariusz Edward Ostoja Swierzynski	-24.60 EUR	-24.60			creditor_payment	no	
23	9	30-09-2023	23110152	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Atlassian CC Mariusz Edward Ostoja-Świerczy FEE	153 - Staff Revolut Mariusz Edward Ostoja Swierzynski	-2.72 EUR	-2.72			creditor_payment	no	
24	9	30-09-2023	23110152	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Atlassian CC Mariusz Edward Ostoja-Świerczyński	153 - Staff Revolut Mariusz Edward Ostoja Swierzynski	-271.60 EUR	-271.60			creditor_payment	no	
21	10	02-10-2023	23110153	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Google*cloud 39zvp CC Mariusz Edward Ostoja-Świe	153 - Staff Revolut Mariusz Edward Ostoja Swierzynski	-897.10 EUR	-897.10			creditor_payment	no	
18	10	03-10-2023	23110154	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Hs_ireland CC Richard Collins	152 - Collins R. Staff Revolut	-192.76 EUR	-192.76			creditor_payment	no	
19	10	03-10-2023	23110154	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Hs_ireland CC Richard Collins	152 - Collins R. Staff Revolut	-678.40 EUR	-678.40			creditor_payment	no	
20	10	03-10-2023	23110154	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Github, Inc. CC Mariusz Edward Ostoja-Świerczyński	153 - Staff Revolut Mariusz Edward Ostoja Swierzynski	-47.66 EUR	-47.66			creditor_payment	no	
3	10	06-10-2023	23190031	19 - Revolut LT95 3250 0538 4931 0515 Sales Expe	4TEFIN	Payment to Easyjet Air K66xh6k CC Casey O'Donoghue	231 - Staff Revolut Casey O'Donoghue	-326.15 GBP	-282.15			creditor_payment	no	
1	10	10-10-2023	23120081	12 - Revolut USD LT98 3250 0115 4841 1099	4TEFIN	Payment To Staff Jacob Vernick FEE	185 - Jacob Vernick	-5.99 USD	-6.34			creditor_payment	no	
2	10	10-10-2023	23190032	19 - Revolut LT95 3250 0538 4931 0515 Sales Expe	4TEFIN	Payment to Easyjet K66xh6k CC Casey O'Donoghue	231 - Staff Revolut Casey O'Donoghue	-61.33 GBP	-52.98			creditor_payment	no	
4	10	10-10-2023	23140053	14 - Revolut PLN LT98 3250 0115 4841 1099	4PLBR	Payment To KAMIL KOLODZIEJSKI Expenses - Medical Check		-39.50 PLN	-180.00			creditor_payment	no	
5	10	10-10-2023	23140053	14 - Revolut PLN LT98 3250 0115 4841 1099	4PLBR	Payment To Jerzy Wisniewski Expenses - Medical Check		-37.31 PLN	-170.00			creditor_payment	no	
5	10	14-10-2023	23110159	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Revolut Business FeeScale plan fee	revolut	-100.00 EUR	-100.00			creditor_payment	no	
1	10	16-10-2023	23130076	13 - Revolut GBP LT98 3250 0115 4841 1099	4TEFIN	Payment To Richard Collins August and September expenses	104 - Richard Collins	-10,800.43 GBP	-9,347.23			creditor_payment	no	
1	10	20-10-2023	23110161	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Msft *<e0600pgetr> CC Richard Collins	msft	-189.00 EUR	-189.00			creditor_payment	no	
2	10	20-10-2023	23110161	11 - Revolut EUR LT98 3250 0115 4841 1099	4TEFIN	Payment to Msft *<e0600pghm2> CC Richard Collins	msft	-198.90 EUR	-198.90			creditor_payment	no	

TOTAL -125,815

No.	Per. Date	Entry no.	Journal	Cost cent	Description	Account	Amount Cur.	FC Amount	Your ref.	Our ref.	Category	pre 1 sep	aug salary
20	9 05-09-2023	23120070	12 - Revoli4TEFIN		Payment To Staff Jacob Vernick Partial invoice FEE		-6.01 USD	-6.45			salary		
21	9 05-09-2023	23120070	12 - Revoli4TEFIN		Payment To Staff Jacob Vernick Partial invoice	185 - Jaco	-4,659.40 USD	-5,000.00	Inv.21	23600109	salary		
41	9 10-09-2023	23110143	11 - Revoli4TEFIN		Payment To Arcadi Missé Castillo Payment outstanding	219 - Arca	-3,000.00 EUR	-3,000.00			salary		
21	9 10-09-2023	23130067	13 - Revoli4TEFIN		Payment To Casey O'Donoghue Salary Payment		-5,103.81 GBP	-4,379.39			salary		
13	9 11-09-2023	23120073	12 - Revoli4TEFIN		Payment To Staff Jacob VernickSeptember invoice FEE	185 - Jaco	-2.99 USD	-3.21			salary		
14	9 11-09-2023	23120073	12 - Revoli4TEFIN		Payment To Staff Jacob VernickSeptember invoice	185 - Jaco	-6,993.66 USD	-7,500.00	22	23600117	salary		
8	10 09-10-2023	23110157	11 - Revoli4TEFIN		Payment To Jakub Majkowski Salary Payment		-8,000.00 EUR	-8,000.00			salary		
13	10 09-10-2023	23110157	11 - Revoli4TEFIN		Payment To Arcadi Missé Castillo Invoice payment for r	219 - Arca	-5,000.00 EUR	-5,000.00			salary		
2	10 09-10-2023	23130075	13 - Revoli4TEFIN		Payment To Richard Collins Salary Payment		-15,453.07 GBP	-13,370.00			salary		
4	10 09-10-2023	23130075	13 - Revoli4TEFIN		Payment To Stuart Gardiner Russell Final Payment holidays		-1,267.81 GBP	-1,096.91			salary		
5	10 09-10-2023	23130075	13 - Revoli4TEFIN		Payment To Casey O'Donoghue Salary Payment		-5,061.71 GBP	-4,379.39			salary		
6	10 09-10-2023	23140053	14 - Revoli4PLBR		Salary Payments		-55,654.64 PLN	-254,887.10			salary		
3	10 10-10-2023	23120081	12 - Revoli4TEFIN		Payment To Staff Jacob Vernick Salary Payment	185 - Jaco	-14,175.01 USD	-15,000.00			salary		
1	10 11-10-2023	23140054	14 - Revoli4PLBR		Payment To Kamil WĄjciak Salary Payment FEE		-3.00 PLN	-13.55			salary		
2	10 11-10-2023	23140054	14 - Revoli4PLBR		Payment To Kamil WĄjciak Salary Payment		-1,434.33 PLN	-6,477.15			salary		

TOTAL -148,502

No.	Per. Date	Entry no.	Journal	Cost cent	Description	Account	Amount Cur.	FC Amount	Your ref.	Our ref.	Category	pre 1 sep	aug salary
27	9 02-09-2023	23130065	13 - Revoli4TEFIN		Payment To Casey O'Donoghue Salary Payment final ele		-443.19 GBP	-379.80			salary	yes	
46	9 04-09-2023	23140037	14 - Revoli4PLBR		Payment To Krzysztof Osuch Salary pmnt final element fr		-1,322.63 PLN	-5,907.25			salary	yes	
47	9 04-09-2023	23140037	14 - Revoli4PLBR		Payment To KRZYSZTOF KOLSUT Salary pmnt final elei		-1,630.35 PLN	-7,281.64			salary	yes	
48	9 04-09-2023	23140037	14 - Revoli4PLBR		Payment To Bartosz Wojtczak Salary pmnt final element i		-1,452.98 PLN	-6,489.44			salary	yes	
49	9 04-09-2023	23140037	14 - Revoli4PLBR		Payment To Mateusz Salski Salary pmnt final element fro		-1,379.53 PLN	-6,161.39			salary	yes	
23	9 05-09-2023	23130066	13 - Revoli4TEFIN		Payment To Stuart Gardiner Russell August Salary		-5,370.32 GBP	-4,593.50			salary	yes	
24	9 05-09-2023	23130066	13 - Revoli4TEFIN		Payment To Richard Collins August Salary		-15,631.03 GBP	-13,370.00			salary	yes	
40	9 05-09-2023	23140038	14 - Revoli4PLBR		Salary payment August FEE		-23.95 PLN	-107.52			salary	yes	
41	9 05-09-2023	23140038	14 - Revoli4PLBR		Salary payment August		-18,459.41 PLN	-82,864.27			salary	yes	
44	9 05-09-2023	23140038	14 - Revoli4PLBR		Salary payment August FEE		-20.85 PLN	-93.59			salary	yes	
45	9 05-09-2023	23140038	14 - Revoli4PLBR		Salary payment August		-11,280.00 PLN	-50,635.93			salary	yes	
49	9 06-09-2023	23110142	11 - Revoli4TEFIN		Payment To Jakub Majkowski August Salary		-8,000.00 EUR	-8,000.00			salary	yes	
38	9 06-09-2023	23140039	14 - Revoli4PLBR		Salary payment August FEE		-2.99 PLN	-13.40			salary	yes	
39	9 06-09-2023	23140039	14 - Revoli4PLBR		Salary payment August		-891.07 PLN	-4,000.00			salary	yes	
33	9 07-09-2023	23140040	14 - Revoli4PLBR		Payment To Fabian Kotys Wynagrodzenie FEE		-2.98 PLN	-13.67			salary	yes	
34	9 07-09-2023	23140040	14 - Revoli4PLBR		Payment To Fabian Kotys Wynagrodzenie		-2,096.77 PLN	-9,620.60			salary	yes	
35	9 07-09-2023	23140040	14 - Revoli4PLBR		Payment To STARZAK MATEUSZ August Salary Paymei		-2.99 PLN	-13.45			salary	yes	
36	9 07-09-2023	23140040	14 - Revoli4PLBR		Payment To STARZAK MATEUSZ August Salary Paymei		-776.81 PLN	-3,496.44			salary	yes	
30	9 11-09-2023	23140042	14 - Revoli4PLBR		Salary Payments FEE		-47.89 PLN	-221.12			salary	yes	
31	9 11-09-2023	23140042	14 - Revoli4PLBR		Salary Payments		-25,754.53 PLN	-118,913.95			salary	yes	
28	9 12-09-2023	23140043	14 - Revoli4PLBR		Salary Payments FEE		-23.81 PLN	-110.56			salary	yes	
29	9 12-09-2023	23140043	14 - Revoli4PLBR		Salary Payments		-6,936.14 PLN	-32,210.07			salary	yes	
24	9 13-09-2023	23140044	14 - Revoli4TEFIN		Payment To Olaya Gesteira Final element of July Salary I		-2.99 PLN	-13.83			salary	yes	
25	9 13-09-2023	23140044	14 - Revoli4TEFIN		Payment To Olaya Gesteira Final element of July Salary I		-2,263.06 PLN	-10,465.08			salary	yes	
21	9 15-09-2023	23140046	14 - Revoli4PLBR		Received from KAROLINA PATRYCJA HUDZIEC (return		921.06 PLN	4,262.21			salary	yes	
19	9 18-09-2023	23140047	14 - Revoli4PLBR		Salary Payments		-17,417.37 PLN	-80,840.34			salary	yes	
31	9 20-09-2023	23110148	11 - Revoli4TEFIN		Payment To Jakub Majkowski August Salary		-8,000.00 EUR	-8,000.00			salary	yes	
32	9 20-09-2023	23110148	11 - Revoli4TEFIN		Payment To Mariusz Ostoja Swierczynski Bychlew Salary		-2,515.12 EUR	-2,515.12			salary	yes	
15	9 20-09-2023	23130070	13 - Revoli4TEFIN		Payment To Richard Collins September Salary		-15,499.11 GBP	-13,370.00			salary	yes	
16	9 20-09-2023	23140049	14 - Revoli4PLBR		Payment To PREDKI PAWEL September Salary		-4,122.12 PLN	-19,127.89			salary	yes	
17	9 20-09-2023	23140049	14 - Revoli4PLBR		Received from JASPINSKI PAWEL Return of erroneous t		4,109.28 PLN	19,127.89			salary	yes	
14	9 21-09-2023	23130071	13 - Revoli4TEFIN		Received from COLLINS R BBA SALARY RETURN		1,729.84 GBP	1,500.00			salary	yes	
12	9 21-09-2023	23140050	14 - Revoli4PLBR		Payment To STARZAK MATEUSZ Salary Payment		-2,160.46 PLN	-9,996.44			salary	yes	
8	10 02-10-2023	23130073	13 - Revoli4TEFIN		Payment To Richard Collins Final part September Salary		-1,731.54 GBP	-1,500.00			salary	yes	

31-Aug-23												
Name				Outstanding	Average	Adjustments			Post-adjustment			Outstanding
	0 - 30	31 - 60	61 - 90			0 - 30	> 30	Outstanding	0 - 30	> 30	Outstanding	
MSL Technology, S.L.U		33,780.00		33,780.00	31	0	0	0	0	33,780	33,780	
Perform Content Services Limited	12,424.46			12,424.46	0	0	0	0	12,424	0	12,424	
The Switch Enterprises, LLC	3,908.56	-984.46		12,358.71	84	0	0	0	3,909	8,450	12,359	
CoinDesk, Inc	3,450.50	3,450.50	3,450.50	10,351.50	31	0	0	0	3,451	6,901	10,352	
Sterling Entertainment Enterprises (SNY)	7,789.88			7,845.09	85	0	0	0	7,790	55	7,845	
Whisper Films Ltd.		2,632.88	2,521.06	7,374.12	62	0	0	0	0	7,374	7,374	
Telewizja Polsat Spółka z ograniczona odpowiedzial	6,900.00			6,900.00	0	0	0	0	6,900	0	6,900	
Sportradar AG	1,785.00	2,153.55	1,785.00	5,723.55	31	0	0	0	1,785	3,939	5,724	
Petfre (Gibraltar) Limited	2,750.00	2,750.00		5,500.00	16	0	0	0	2,750	2,750	5,500	
Variety	2,208.32	2,208.32		4,416.64	16	0	0	0	2,208	2,208	4,417	
Beat Media Group	2,963.44			2,963.44	0	0	0	0	2,963	0	2,963	
GAAGO Media Limited	646.88	775.25		1,422.13	16	0	0	0	647	775	1,422	
National Academy of Television Arts and Sciences				967.10	92	0	0	0	0	967	967	
Nohwen Productions, Inc. d/b/a Uncle Toad's Media				676.48	123	0	0	0	0	676	676	
DMC Broadcast Group	300.21	-300.21		0.00	31	-300	300	0	0	0	0	
easyCredit Basketball Bundesliga		-2,750.00	925.80	-1,824.20	79	0	0	0	0	-1,824	-1,824	
SRMG									0	0	0	
Sports Business Journal									0	0	0	
FloSports, Inc									0	0	0	
Total	45,127.25	44,016.04	7,456.35	14,279.38	110,879.02	65	-300	0	44,827	66,052	110,879	

30-Sep-23												
Name				Outstanding	Average	Adjustments			Post-adjustment			Outstanding
	0 - 30	31 - 60	61 - 90			0 - 30	> 30	Outstanding	0 - 30	> 30	Outstanding	
MSL Technology, S.L.U				3,000.00	0	0	0	0	0	0	0	3,000
Perform Content Services Limited	24,701.77			24,701.77		-12,424	12,424	0	12,277	12,424	24,702	
The Switch Enterprises, LLC	6,447.66			15,127.54		0	0	0	6,448	8,680	15,128	
CoinDesk, Inc	3,544.31			3,544.31		0	0	0	3,544	0	3,544	
Sterling Entertainment Enterprises (SNY)	14,577.69			14,634.40		-8,002	8,002	0	6,576	8,058	14,634	
Whisper Films Ltd.				0		0	0	0	0	0	0	
Telewizja Polsat Spółka z ograniczona odpowiedzial	13,800.00			13,800.00		-6,900	6,900	0	6,900	6,900	13,800	
Sportradar AG	1,785.00			1,785.00		0	0	0	1,785	0	1,785	
Petfre (Gibraltar) Limited	2,750.00			2,750.00		0	0	0	2,750	0	2,750	
Variety	2,268.36			2,268.36		0	0	0	2,268	0	2,268	
Beat Media Group	2,928.34			2,928.34		0	0	0	2,928	0	2,928	
GAAGO Media Limited	1,672.76			1,672.76		0	0	0	1,673	0	1,673	
National Academy of Television Arts and Sciences	775.17			1,768.56		0	0	0	775	993	1,769	
Nohwen Productions, Inc. d/b/a Uncle Toad's Media				694.87		0	0	0	0	695	695	
DMC Broadcast Group				0		0	0	0	0	0	0	
easyCredit Basketball Bundesliga				-1,824.20		0	0	0	0	-1,824	-1,824	
SRMG	1,805.47			1,805.47		0	0	0	1,805	0	1,805	
Sports Business Journal	1,446.84			1,446.84		0	0	0	1,447	0	1,447	
FloSports, Inc	41,114.03			41,114.03		0	0	0	41,114	0	41,114	
Total	122,617.40	-3,761.24	12,361.89	131,218.05		-27,326		0	95,291	35,927	131,218	

Company: 9 - Tellyo Oy
Date: 22 October 2023 by Nick Krymmer
Ageing analysis|A/P

31-Aug-23															
Name					Outstanding	Adjustments			Outstanding	Post-adjustment					
	0 - 30	31 - 60	61 - 90	> 90		0 - 30	> 30	0 - 30		> 30	Outstanding	0 - 30	> 30	Outstanding	
Amazon Web Services EMEA SARL, sivuliike Suomess	56,173.46	64,278.00	57,613.32	118,099.49	296,164.27	49,760	0	49,760	105,933	239,991	345,924				
Boro-Max Enterprise s.c. Andrzej Miazek, Wioletta	247.01	7,087.17	246.15	42,728.15	50,308.48	6,613	2,397	9,009	6,860	52,458	59,318				
Bird & Bird LLP	17,802.18			15,411.82	33,214.00	0	0	0	17,802	15,412	33,214				
Trade Fair Support Limited				28,442.73	28,442.73	0	0	0	0	28,443	28,443				
Sports Video Group LLC				19,905.00	19,905.00	0	0	0	0	19,905	19,905				
Hashtag Sports				11,501.66	11,501.66	0	0	0	0	11,502	11,502				
Jacob Vernick	4,600.66			6,871.28	11,471.94	0	0	0	4,601	6,871	11,472				
Extended Secure Technologies B.V.				10,800.00	10,800.00	0	0	0	0	10,800	10,800				
Dexter House Limited				8,254.99	8,254.99	0	9,244	9,244	0	17,499	17,499				
Arcadi Misse Castillo	3,000.00	-172.83	5,000.00		7,827.17	0	0	0	3,000	4,827	7,827				
BIRD & BIRD SZEPIETOWSKI I WSPÓLNICY SPÓŁKA KOMAND				7,394.20	7,394.20	0	0	0	0	7,394	7,394				
Amazon Web Services, Inc.	1,600.43	2,219.00	1,154.62	1,619.92	6,593.97	0	0	0	1,600	4,994	6,594				
Borenius Asianajotoimisto Oy				4,387.62	4,387.62	0	0	0	0	4,388	4,388				
Hill Audit Oy		4,321.40			4,321.40	0	0	0	0	4,321	4,321				
Bright Publishing Ltd.				2,916.54	2,916.54	0	0	0	0	2,917	2,917				
Majkowski, Jakub	2,840.68				2,840.68	0	0	0	2,841	0	2,841				
Future US LLC				2,484.36	2,484.36	0	0	0	0	2,484	2,484				
3S Data Center S.A.		597.68	597.68	1,183.22	2,378.58	577	577	1,153	577	2,955	3,532				
Future Publishing Limited				1,553.94	1,553.94	0	0	0	0	1,554	1,554				
INTRUM OY				121.33	1,299.90	0	0	0	0	1,421	1,421				
Staff: Jacob Vernick				634.41	634.41	0	0	0	0	634	634				
Major Events International Ltd.				1,020.79	1,020.79	0	0	0	0	1,021	1,021				
SGT S.A.	190.27	190.27	190.27	380.54	951.35	0	996	996	190	1,757	1,948				
Hansen Forlag AB				899.27	899.27	0	0	0	0	899	899				
Ostoja-Swierczynski, Mariusz				799.36	799.36	0	0	0	0	799	799				
Jaakko Vayrynen		595.20			595.20	0	0	0	0	595	595				
Laura Bryant Design				489.98	489.98	0	280	280	0	770	770				
Verallo Advisory LLP	118.99		118.99	237.98	475.96	0	0	0	119	357	476				
Grupa Pracuj sp				303.20	303.20	0	0	0	0	303	303				
IABM				225.00	225.00	0	0	0	0	225	225				
Allente				167.58	167.58	0	0	0	0	168	168				
Collins R. Staff Revolot				162.54	162.54	0	-163	-163	0	0	0				
The Sports Playmaker Ltd.				36.81	36.81	0	0	0	0	37	37				
Pawel Jaspinsky				10.76	10.76	0	0	0	0	11	11				
Total	86,573.68	79,115.89	67,496.92	287,768.48	520,954.97	56,949		70,280	143,523	447,712	591,235				

30-Sep-23																									
					Adjustments					Post-adjustment															
0 - 30	31 - 60	61 - 90	> 90	Outstanding	0 - 30	> 30	Outstanding	0 - 30	> 30	Outstanding	0 - 30	> 30	Outstanding												
49,759.51	56,173.46	64,278.00	175,712.81	345,923.78	52,209	0	52,209	101,969	296,164	398,133															
144.28	238.35	6,838.88	41,468.71	48,690.22	0	9,321	9,321	144	57,867	58,011															
	17,591.33		15,229.28	32,820.61	0	0	0	0	32,821	32,821															
			28,430.17	28,430.17	0	0	0	0	28,430	28,430															
			19,905.00	19,905.00	0	0	0	0	19,905	19,905															
			11,814.38	11,814.38	0	0	0	0	11,814	11,814															
1,862.67			7,088.63	8,951.30	0	0	0	1,863	7,089	8,951															
					0	0	0	0	0	0															
			8,157.22	8,157.22	0	9,135	9,135	0	17,292	17,292															
2,000.00	-2,000.00	5,000.00		5,000.00	0	0	0	2,000	3,000	5,000															
			7,394.20	7,394.20	0	0	0	0	7,394	7,394															
1,324.40	1,600.43	2,219.00	2,774.54	7,918.37	0	0	0	1,324	6,594	7,918															
			4,387.62	4,387.62	0	0	0	0	4,388	4,388															
		4,321.40	4,321.40	4,321.40	0	0	0	0	4,321	4,321															
			2,882.00	2,882.00	0	0	0	0	2,882	2,882															
2,744.03	2,840.68		5,584.71	5,584.71	0	0	0	2,744	2,841	5,585															
			2,551.91	2,551.91	0	0	0	0	2,552	2,552															
576.74		576.74	1,718.08	2,871.56	577	577	1,153	1,153	2,872	4,025															
			1,535.52	1,535.52	0	0	0	0	1,536	1,536															
			1,421.23	1,421.23	0	0	0	0	1,421	1,421															
1,074.05				1,074.05	0	0	0	1,074	0	1,074															
			1,008.70	1,008.70	0	0	0	0	1,009	1,009															
-1,103.65	183.61	183.61	550.83	-185.60	1,104	-918	186	0	0	0															
			921.80	921.80	0	0	0	0	922	922															
			771.35	771.35	438	0	438	438	771	1,209															
270.94		595.20		866.14	0	0	0	271	595	866															
			484.17	484.17	0	277	277	0	761	761															
117.59	117.59		352.77	587.95	0	0	0	118	470	588															
			303.20	303.20	0	0	0	0	303	303															
			225.00	225.00	0	0	0	0	225	225															
			167.58	167.58	0	0	0	0	168	168															
					0	0	0	0	0	0															
			37.81	37.81	0	0	0	0	38	38															
			10.39	10.39	0	0	0	0	10	10															
58,770.56	76,745.45	84,012.83	337,304.90	556,833.74	54,327		72,718	113,098	516,454	629,552															

	PLN	Euros	PLN	Euros	4.6
Next month spendings:	Total debts Sep	Total debts end Sep	Total debts Aug	Total debts end Aug	Due to:
Net salaries:	- zł	€ 0.00	- zł	€ 0.00	10th of the month
Employees Capital Plans (PPK)	76,521.63 zł	€ 16,635.14	69,141.02 zł	€ 15,030.66	15th of the month
Rehabilitation of Disabled People Fund	70,910.00 zł	€ 15,415.22	66,166.00 zł	€ 14,383.91	21st of the month
Tax	401,613.00 zł	€ 87,307.17	372,689.00 zł	€ 81,019.35	20th of the month
Social security	1,670,537.68 zł	€ 363,160.37	1,540,124.27 zł	€ 334,809.62	15th of the month
Employee costs (MyBenefit)	78,804.31 zł	€ 17,131.37	74,086.05 zł	€ 16,105.66	14th of the month
Stewardship (payroll bureau):	42,812.83 zł	€ 9,307.14	39,633.28 zł	€ 8,615.93	22nd of the month
Lodz Office Rent	256,044.73 zł	€ 55,661.90	254,273.31 zł	€ 55,276.81	10th of the month
Facilities:	12,517.38 zł	€ 2,721.17	10,717.38 zł	€ 2,329.87	
IT & Office Equipment	- zł	€ 0.00			
Other (bank charges):	950.00 zł	€ 206.52	950.00 zł	€ 206.52	18th of the month
Total:	2,610,711.56 zł	€ 567,545.99	2,427,780.31 zł	€ 527,778.33	
Enforcement fees + interests:			- zł	€ 0.00	

Estimate of fees and interest:

31-Aug		30-Sep	
PLN	EUR	PLN	EUR
31,168	6,977	36,058	7,789
155,635	34,839	155,635	33,618

Assumptions

Completion Date	31-Aug-23
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Exchange rates

EURGBP - 31 Aug.	0.85718
EURUSD - 31 Aug.	1.08680
EURPLN - 31 Aug.	4.4673
EURGBP - 30 Sep.	0.867454
EURUSD - 30 Sep.	1.05803
EURPLN - 30 Sep.	4.62949

PART 3: EXCLUDED CONTRACTS

None.

PART 4: KEY CONTRACTS

MONTHLY ROLLING SAAS

Region	Aged of relationship	End date	Status	Terms	Services	Monthly	Who issued the contract	Contract terms 4.2 Payment terms	8.3 Liability	12.5 Marketing	18 Jurisdiction	SLA	22.5 Novation Included
EMEA	BBL - Bundesliga Basketball	2020 31/08/2023	Ending	30 days	Tellyo Pro 10mb/30fps	€ 2,750.00							No
EMEA	Telewizja Polsat Spółka z ograniczona	2019 31/08/2024	Active	30 days	Tellyo Pro 10mb/30fps	€ 6,900.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Petfre (Gibraltar) Limited - Betfred	2019 31/12/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,750.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Sportsradar	2022 08/05/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,785.00	Tellyo Contract						No
USA - NV	SportsNet NY	2022 31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Variety	04/05/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$2,400.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	Coindeck	2020 31/12/2023	Active	30 days	Tellyo Pro 15mb/30fps	\$3,750.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Asia	International Table Tennis Federation/WTT	2016 04/02/2022	Active	30 days	Tellyo Pro 10mb/30fps	\$5,850.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Australia	Stats Perform	2022 15/05/2024	Active	30 days	Tellyo Pro 15mb/30fps	£10,650.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	The Switch Production Services Account	31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Custom Switch Contract						No
EMEA	MODUSDarts.tv	2022 31/10/2024	Active	30 days	Tellyo Pro 10mb/30fps	£5720 PQ	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
EMEA	Alcos Major events	2 30/08/2023	Completed	60 days	Tellyo Pro 10mb/30fps	€ 84,450.00	Custom ATOS Contract	60 days	Custom	NONE	Spain	Standard	No
USA - NV	NYRA	2023 20/01/2023	19/01/2024 Bulk	30 days	Tellyo Pro1080p 30fps 10Mbps	Per Pad	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No

ADHOC MONTHLY AGREEMENTS - These clients only receive invoices in the months when they use the platform.

Region		End date	Status	Services	Monthly Fee (IF USED PLATFORM)								
SWITCH	Steamboat Video Productions	01/02/2023 00:01	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Drew Estate MIMIC	31/12/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Barstool Sports	30/09/2023	Completed	30 days	TP + TSS 10mb/30fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	ESM Productions - Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Dick Clark Productions LLC. Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Fortress LA	12/01/2024	Active	30 days	TP + TSS 10mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
EMEA	Guld Exports - RIFA	30/09/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract	14 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Production Manager	19/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract	14 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - OR	Uncle Toad's - Nohwen Productions	12/04/2023	Active	30 days	TP 20mb/60fps 1080p	\$500.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Sports Business Journal	23/02/2024	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract	30 Days	(£2,000,000 / £20,000	NONE	laws of England and Wales.	Standard	No
EMEA	GAAGO	31/12/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	X-Games	0102/2023	Active	30 days	TP 10mb/60fps 1080p	\$5,000.00							No
EMEA	Mediaproduction SLU - Spain		Not Active										
EMEA	Mediapro Canada Limited		Not Active										
EMEA	Whisper TV - Production House - Neom 2023	21/10/2023	active		TP 20mb/60fps 1080p	£6,000.00	Contract being negotiated						
EMEA	Sunset & Vine - Production House - Henley Regata	Jul-24	active		TP 10mb/60fps 1080p	£7,360.00	Contract being negotiated						
EMEA	YLE	2023 15/10/2023	Active	30 days	TP + TSS 10mb/60fps 1080p	€ 2,508.00	Contract being negotiated						
USA - NV	Breeders Cup	14/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$3,000.00							

BULK MONTHLY AGREEMENTS

Region	Client Name	period_start	period_end	Signal Information	ReStream hours							
USA - OR	Wager Talks	2022 1st Dec 2023	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	1200	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
EMEA	My Sports Analysis - IPA polo	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	750 (RTSP)	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
EMEA	Ascot Annual	2018 1st Jan	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	290	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
SWITCH	MakeMedia - The Switch	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	0	Extension of the Switch Agreement						No
USA - NV	Shot tracker	2023 01/03/2023	31/07/2023	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Shot tracker	2023 10/10/2023	09/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	Yes
USA - NV	Southeastern Conference	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Prior Approval needed	Laws of New York State	Standard	No
USA - NV	Flo Sports	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	Yes

Expired MONTHLY ROLLING SAAS

Region		End date	Status	Services	Monthly
EMEA	PT Global Media Visual (Supersoccer)	21/01/2022	expired - not renewed	Tellyo Pro 10mb/30fps	€ 5,750.00
USA - NV	Canadian Broadcasting Corporate	04/06/2022	ENDED	Tellyo Pro 10mb/30fps	\$3,750.00

SCHEDULE 2: COMPLETION OBLIGATIONS

Part 1: Seller's obligations

1. The Seller will deliver to the Buyer (or otherwise make available to the satisfaction of the Buyer):
 - 1.1 a copy of a resolution of the board of directors of the Seller authorising the execution and delivery by the Seller of all documents to be executed by it in relation to the transactions contemplated in this Agreement;
 - 1.2 a copy of any power of attorney under which any document required to be executed by the Seller or any other member of the Seller's Group in relation to the transactions contemplated in this Agreement has been executed or evidence satisfactory to the Buyer of the authority of any person signing on behalf of the Seller or any other member of the Seller's Group;
 - 1.3 all the tangible Business Assets which are capable of transfer by delivery, including the Commercial Information and the Business Records (the Commercial Information and the Business Records being up-to-date as at Completion);
 - 1.4 all deeds and documents as may be necessary to enable title in all the Business Assets to vest in the name of the Buyer, together with all documents of title relating to them;
 - 1.5 all the Business Contracts and IT Contracts;
 - 1.6 duly executed Deeds of Acknowledgement of No Indebtedness and Waiver of Claim;
 - 1.7 evidence to the reasonable satisfaction of the Buyer (being the shareholder registers of the Seller (written up to the time immediately prior to Completion)) showing the exercise of the pledge by Holdco over the stock held by M Ostojaswierzynski and J Majkowski in the capital of the Seller; and
 - 1.8 all National Insurance and PAYE records fully completed and showing that payments are up to date in respect of the Employees as at the Reference Date.

SCHEDULE 3: WARRANTIES

PART 1

GENERAL WARRANTIES

1. INFORMATION

The information set out in each of Schedule 5, Schedule 6 and Schedule 7 is complete, true and accurate in all respects and not misleading.

2. CAPACITY

2.1 The Seller is a legal entity duly organised and validly existing under the laws of Finland.

2.2 The Seller has obtained all necessary corporate and other consents and approvals required in relation to the performance of this Agreement and each other Transaction Document to which it is a party and has full power and authority to enter into and perform this Agreement and each such other document and this Agreement and each such other document constitutes or will, when executed, constitute binding obligations on the Seller in accordance with its terms.

2.3 The performance of the Seller's obligations under this Agreement will not result in any:

2.3.1 breach of any provision of its constitutional documents; or

2.3.2 violation or breach of any Regulatory Requirement.

3. THE BUSINESS ASSETS

3.1 No person, other than the Seller, has any interest in the Business, and the Business Assets are in the possession and control of the Seller.

3.2 The Business Assets comprise all the assets necessary for the continuation of the Business as it is currently carried on. In carrying on the Business, the Seller does not depend in any material respect on any assets owned, or services provided, by any member of the Seller's Group or their respective Affiliates which will not be transferred to the Buyer on Completion.

3.3 The Seller is the sole legal and beneficial owner of each Business Asset free from all Encumbrances and with all rights attaching to such Business Asset.

4. ACCOUNTS AND HISTORIC ACCOUNTS

4.1 The Accounts:

4.1.1 give a true and fair view of the assets, liabilities, financial position and state of affairs of the Seller as at the Accounts Date and of the profits or losses of the Seller for the accounting period to which they relate;

4.1.2 have been properly prepared in accordance with IFRS in force on the Accounts Date and are compliant with the laws of Finland;

4.1.3 have been prepared using the accounting policies and practices and the assumptions and estimation techniques adopted and applied in preparing the audited financial statements of the Seller for the preceding financial year;

- 4.1.4 disclose and make proper provision or reserve in accordance with the applicable accounting principles for (all liabilities (whether actual, contingent, unquantified or disputed), capital or other financial commitments, Taxation and bad and doubtful debts; and
 - 4.1.5 do not include (and the profits of the Seller for the period have not been affected to a material extent by) any extraordinary, exceptional, unusual or non-recurring items.
- 4.2 The Historic Accounts:
- 4.2.1 give a true and fair view of the assets, liabilities, financial position and state of affairs of the Seller as at the relevant Historic Accounts Date and of the profits or losses of the Seller for the accounting period to which they relate; and
 - 4.2.2 have been fully and properly prepared in accordance with generally accepted accounting principles applicable in Finland in force on the date on which such Historic Accounts were prepared;
 - 4.2.3 have been audited in accordance with applicable laws.
- 4.3 The Management Accounts have been prepared:
- 4.3.1 on a basis consistent with that employed in preparing the Accounts and the Historic Accounts; and
 - 4.3.2 has been accurately prepared on the basis of the Company's bank statements; and
 - 4.3.3 fairly represent the income and expenditure of the Seller as at the date and in respect of the period to which they relate.
5. **THE SCHEDULE OF ASSETS AND LIABILITIES; POSITION SINCE THE EFFECTIVE TIME**
- 5.1 Having regard to the purposes for which the Schedule of Assets and Liabilities was prepared, it fairly represents the assets and liabilities, of the Business as at the Reference Date.
- 5.2 Since the Reference Date there has been no material adverse change in the financial or trading position of the Company.
- 5.3 None of the debts included in the Schedule of Assets and Liabilities or any of the debts subsequently arising since Reference Date has been the subject of factoring by the Company, and have been realised in full in accordance with their terms, and the Seller is not aware of any circumstances which would result in any presently outstanding debt not being paid in full.
- 5.4 Since the Effective Time:
- 5.4.1 the Seller has carried on the Business in the ordinary and proper course so as to maintain it as a going concern and without any interruption or alteration in its nature, scope or manner and nothing has been done which would be likely to materially adversely affect the Goodwill or prejudice the interest of the Buyer as a prospective buyer of the Business;
 - 5.4.2 the Seller has not in relation to the Business entered into or agreed to enter into any contract, liability or commitment of a long term, unusual

or onerous nature or involving expenditure by it of an amount in excess of €50,000 in aggregate;

- 5.4.3 the Seller has not made any change to the remuneration, terms of employment or benefits of any Employee who on the Reference Date was entitled to remuneration, including benefits and bonuses, or appointed or employed any additional Employee who is so entitled;
- 5.4.4 the creditors of the Business have been paid within any agreed time for payment and no amounts are owed by the Seller in relation to the Business which are outstanding by more than 60 days;
- 5.4.5 no event has occurred which would entitle a third party to terminate any contract with the Seller in relation to the Business or to call in any money from the Seller in relation to the Business before the normal due date.

6. TRANSACTIONS WITH THE SELLER AND CONNECTED PERSONS

- 6.1 No indebtedness or other liability (whether actual or contingent) and no contract or arrangement between the Seller and any Connected Person relating to the Business is outstanding nor is any guarantee or security for any such indebtedness or liability.

7. CONTRACTS

- 7.1 Complete and accurate copies of all the Business Contracts which are material to the Business have been Disclosed and none of the Business Contracts:
 - 7.1.1 is outside the ordinary course of the Business;
 - 7.1.2 is not on terms materially different to the standard terms and conditions of the Business (a copy of which has been Disclosed);
 - 7.1.3 is not on arm's length terms;
 - 7.1.4 is incapable of complete performance in accordance with its terms within six months after the date on which it was entered into or undertaken;
 - 7.1.5 on completion by the Seller of its obligations, is likely to result in a loss for the Business which is not fully provided for in the Accounts;
 - 7.1.6 is a guarantee, indemnity or surety in respect of the obligations of a third party under which any liability (whether actual, contingent or otherwise) is outstanding;
 - 7.1.7 requires the Seller to pay any commission, finder's fee, royalty or the like.
- 7.2 All the Business Contracts which are Material in respect of the Business may be assigned by the Seller without the consent of any other person.
- 7.3 With respect to each Business Contract:
 - 7.3.1 the Seller and the other parties have complied with its terms in all material respects; and
 - 7.3.2 there are no circumstances likely to give rise to a default by the Seller or, so far as the Seller is aware, by any other party.
- 7.4 The Seller has not received any written notice of any intention to terminate, repudiate or disclaim any Business Contract.

- 7.5 For the purposes of this clause 7, "**Material**" means (i) a contract (or a series of contracts with one person) with the Seller relating to the Business which has generated revenue for the Business of €50,000 or more in the financial year ended 2022 or is expected to in any subsequent financial year; (ii) a contract (or series of contracts with one person) where there is a contractual commitment or expected commitment by the Business to spend more than €50,000 in the financial year ended 2022 or is expected to in any subsequent financial year, and (iii) contracts which were they terminated or otherwise ceased to operate would cause material disruption the Business and or/its operations as currently carried on in the usual and ordinary course.

8. **POWERS OF ATTORNEY**

In relation to the Business or any of the Business Assets, there are no powers of attorney granted by the Seller which are currently in force other than to the holder of an Encumbrance solely to facilitate its enforcement nor any other authority (express, implied or ostensible) given by the Seller to any person to enter into any contract or commitment or do anything on its behalf other than any authority of Employees to enter into routine trading contracts in the normal course of their duties.

9. **TRADING**

- 9.1 Neither the acquisition of the Business or any of the Business Assets by the Buyer nor anything done in compliance with the terms of this Agreement will:

- 9.1.1 cause the Business to lose the benefit of any right, privilege or licence the Seller presently enjoys or cause any person who normally does business with the Seller not to do business with the Buyer on the same basis;
- 9.1.2 in respect of the Business or the Business Assets, relieve any person of any obligation to the Seller (whether contractual or otherwise) or entitle any person to determine or terminate any contract or arrangement with the Seller or to exercise any right whether under an agreement or arrangement with the Seller or otherwise.

10. **LICENCES AND GRANTS**

- 10.1 The Seller has all necessary licences, permits, consents and authorities for the proper and effective carrying on of the Business in the places and in the manner in which it is now carried on and all such licences, permits, consents and authorities are valid and subsisting, have been complied with in all material respects and are not limited in duration or subject to any unusual or onerous conditions.
- 10.2 The Seller has not received and is not proposing to receive any grants or subsidies in relation to the Business and any grants received are not subject to repayment obligations as a result of the transactions contemplated by this Agreement.

11. **COMPLIANCE WITH LAWS**

- 11.1 The Seller has carried on the Business at all times in compliance in all material respects with all Regulatory Requirements and, so far as the Seller is aware, each officer or employee of Seller has, in relation to the Business, at all times complied with all Regulatory Requirements.
- 11.2 In relation to the Business and the Business Assets, the Seller has not received any written notice or allegation and is not subject to any investigation relating to any breach or alleged breach of any Regulatory Requirement applicable to it and

is not aware of any allegation of any circumstances which is likely to give rise to any such notice, allegation or investigation.

12. **ANTI-CORRUPTION**

- 12.1 Neither the Seller nor any of its officers, employees or so far as the Seller is aware its agents, is or has at any time, or has agreed to become, engaged in any activity, practice or conduct (including by way of acquiescence or failure to perform) that would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-corruption legislation or would have done so if such legislation had been in force at the relevant time.
- 12.2 The Seller has at all relevant times had in place adequate procedures designed to prevent persons associated with it within the meaning of s 8 Bribery Act 2010 from undertaking any conduct that would constitute an offence by the Seller under s 7 of that Act (or would have done so if that Act had been in force at the relevant time), all such procedures have been Disclosed and, in relation to the Business, the Seller and its officers, employees or so far as the Seller is aware its agents have at all times complied with such procedures and the Seller is not aware of any breach of such procedures.
- 12.3 Neither the Seller nor any of its officers, employees or so far as the Seller is aware its agents, nor any person associated with the Seller is or has been the subject of any investigation, inquiry or enforcement proceedings, or been charged, in connection with any offence or alleged offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-corruption legislation and no such investigation, inquiry or enforcement proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry, enforcement proceedings or charges.

13. **SANCTIONS**

- 13.1 Neither the Seller, the Business, Holdco or any other member of the Seller's Group (nor, so far as the Seller is aware, any of their respective directors, shareholders, stakeholders, officers, employees of Affiliates) is:
- 13.1.1 a Sanctions Target; or
- 13.1.2 engaging or has engaged in any conduct, operations, transactions or dealings that could result in it becoming a Sanctions Target;
- 13.1.3 a citizen of or resident (whether for tax purposes or otherwise) of the Russian Federation.

14. **DISPUTES**

- 14.1 Neither the Seller nor any of its officers or employees is engaged, either on its own account or vicariously, in any legal proceedings (including litigation, arbitration or any hearing before any tribunal, governmental, regulatory or official body) in relation to the Business or any of the Business Assets and, as far as the Seller is aware, no such legal proceedings are pending or threatened.
- 14.2 So far as the Seller is aware, there is no matter or fact in existence which is likely to give rise to any legal proceedings involving the Seller in relation to the Business or any of the Business Assets.
- 14.3 The Seller is not subject to any order or judgment given by any court, arbitrator, tribunal, regulator or governmental agency in relation to the Business or any of

the Business Assets which is still in force and has not given any undertaking to any court, arbitrator, tribunal, regulator or governmental agency or to any third party arising out of any legal proceedings.

15. INSURANCE

All the Business Assets which are of an insurable nature are insured to their full replacement value with a well-established and reputable insurer against fire and all other risks normally insured against by companies carrying on similar businesses to the Business or owning property of a similar nature to any Property and the Seller is and has at all material times been covered against legal liability and risks normally insured against by such persons (including liability to employees or third parties for personal injury or loss or damage to property, product liability and loss of profit and liability to third parties in respect of errors or omissions in the provision of any professional services).

16. SELLER'S SOLVENCY

16.1 The Seller has not stopped payment of its debts as they fall due, suspended making payments of any of its debts, commenced negotiations with one or more of its creditors with a view to restructuring any of its indebtedness or is unable to or admits inability to pay its debts within the meaning of s 123 Insolvency Act 1986 or Bankruptcy Act (*konkurssilaki*, 120/2004) Chapter 2.

16.2 No compromise or arrangement (by way of scheme of arrangement under Part 26 CA 2006, restructuring scheme under Part 26A CA 2006, voluntary arrangement or otherwise) with any of its creditors or any class of its creditors has been entered into or proposed with respect to the Seller.

16.3 No moratorium is in force under Part 1 or Part A1 Insolvency Act 1986 with respect to the Seller and no step has been taken to obtain such a moratorium.

16.4 No notice has been given and no resolution has been passed for the winding up of the Seller.

16.5 No liquidator, administrator, receiver, administrative receiver or similar officer has been appointed in relation to the Seller or any of its assets, and no notice has been served, documents(s) filed, application made, petition presented or order made by a court in relation to the appointment of such officer.

16.6 No step has been taken to strike off or dissolve the Seller.

16.7 No distress, distraint, charging order, execution or other process has been levied or applied for in respect of the whole or any part of the Seller's undertaking or assets or the Business or Business Assets.

16.8 No step or procedure analogous to those set out in paragraphs 16.2 to 16.7 has been taken or commenced in any jurisdiction outside England and Wales in relation to the Seller's undertaking or assets or the Business or Business Assets.

16.9 The failure of the Seller to produce and or/file audited accounts for the periods ended on each of 30 September 2020, 30 September 2021, and 31 December 2022:

16.9.1 has not in any way affected the solvency of the Seller for the purposes of any applicable laws; and

16.9.2 does not give any person any right to take any of the actions listed in paragraphs 16.2 to 16.8 (inclusive) of this Schedule.

17. **BUSINESS RECORDS**

17.1 All records and information which are required to be maintained in relation to the Business or are necessary to enable the management and operation of the Business, including the Business Records, are:

17.1.1 in the possession of the Seller, under the direct control of the Seller and subject to unrestricted access by the Seller;

17.1.2 true and complete in all material respects; and

17.1.3 where applicable, up to date.

18. **PROPERTIES**

18.1 The Seller has complied in all material respects with all laws, regulations, restrictions, covenants and obligations (including all covenants binding the Seller contained in any lease or letting document) relating to the Properties and the Seller has not received any written notice or allegation of any breach of such laws, regulations, restrictions, covenants or obligations from any person and so far as the Seller is aware there are no circumstances likely to give rise to the service of any such notice or allegation.

18.2 The Seller is no longer in occupation of any of the Properties, has paid the rents and other sums due under each Lease to date and has complied in all material respects with the other covenants and conditions on the part of the Seller in the leases and letting documents.

PART 2

EMPLOYMENT AND PENSIONS

1. INFORMATION

- 1.1 An accurate schedule of all persons who will at the Effective Time be Employees has been Disclosed, including details of their dates of birth, the date on which they commenced continuous employment with the Seller's Group and all remuneration payable and other benefits provided or which the Seller's Group is bound to provide to each such person (including profit sharing, incentive, bonus, severance and share option arrangements, whether legally binding or not) and no person other than those Disclosed is employed or engaged in the Business.
- 1.2 All Employees are directly employed by the Seller and are engaged exclusively in the Business.

2. SERVICE CONTRACTS

- 2.1 There is no existing service or other agreement or contracts in force between the Seller and any of the Employees which is not terminable by the Seller without compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal) on three months' notice or less given at any time.
- 2.2 There are no consultancy, agency or management services agreements in existence in connection with the Business between the Seller and any other person, firm or company, other than those that have been provided to the Buyer prior to the date of this agreement.

3. LIABILITIES

- 3.1 Other than salary for the current month and accrued holiday pay, no amount is owing to any Employee.

4. DISPUTES

- 4.1 Neither the Seller nor any of the Employees is involved in any employment or industrial dispute in connection with the Business and, so far as the Seller is aware, there are no current, pending or threatened claims against the Seller by any Employee.
- 4.2 No Employee has instituted any internal grievance procedure, corporate information disclosure procedure or malpractice notification nor has any Employee been the subject of any disciplinary proceedings in the last 12 months by reason of misconduct or suspected misconduct.

5. RESIGNATIONS

No Employee has given or received notice terminating his employment and Completion will not entitle any Employee to terminate his employment, engagement or contract or trigger any entitlement to a severance payment or liquidated damages.

6. PENSIONS

- 6.1 The Seller has Disclosed all details of its pension scheme that may reasonably be required by the Buyer to understand the benefits, entitlements and the Company's obligations thereunder.

- 6.2 Except for the pension scheme Disclosed above, there are no other arrangements to which the Company has or could have any liability for the purposes of providing benefits on retirement, incapacity, ill-health or death. No undertaking or assurance has been given to any Employee as to the continuance, introduction, increase or improvement of any arrangement to provide such benefits.
- 6.3 The Company has complied with all of its obligations as from time to time in force relating to stakeholder pension schemes including without limitation under the Welfare Reform and Pensions Act 1999, the Stakeholder Pension Schemes Regulations 2000 (SI 2000/1403), and the Financial Services and Markets Act 2000, as applicable.
- 6.4 With regards to those Employees resident in, or employed in Poland:
- 6.4.1 the Seller is aware of their obligations in Poland that they (as employer) are obliged to report such employees to social insurance. All Employees resident, or employed in, Poland are employed on the basis of a written, binding, employment contract and are subject to mandatory insurance: pension, disability pension, accident insurance, sickness insurance and health insurance;
- 6.4.2 so far as the Seller is aware, its employees are not in the process of applying for a pension;
- 6.4.3 none of its employees is covered by pre-retirement protection; and
- it has not started the process of applying for an employee's pension by filing a pension application with the competent authority in Poland, which has not been completed.

PART 3

INTELLECTUAL PROPERTY AND INFORMATION TECHNOLOGY

7. DEFINITIONS

The following words and expressions apply in Part 3.

"Data Protection Laws" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("**GDPR**"); (ii) GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (iv) in the UK, the Data Protection Act 2018 ("**DPA**"); (v) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); and (vi) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and in each case, as updated, amended or replaced from time to time; and the terms "**Data Subject**", "**Personal Data**", "**processing**", "**processor**" and "**controller**" shall have the meanings set out in the DPA.

Licences In means licences, agreements, authorisations and permissions pursuant to which the Seller uses, exploits or holds (or is permitted to use, exploit or hold) any Intellectual Property Rights belonging to any third party.

Licences Out means licences, agreements, authorisations and permissions pursuant to which the Seller authorises or permits the use by a third party of any

Intellectual Property Rights belonging to or otherwise held by the Seller in connection with the Business.

8. INTELLECTUAL PROPERTY

- 8.1 Accurate particulars of all registered Intellectual Property Rights and all material unregistered Intellectual Property Rights owned, used or exploited by the Seller in connection with the Business (other than Intellectual Property Rights used or exploited by the Seller pursuant to Licences In) are set out in Part 1 and Part 2 respectively.
- 8.2 Accurate particulars of all registered Intellectual Property Rights and all material unregistered Intellectual Property Rights used or exploited by the Seller in connection with the Business pursuant to Licences In (in whatever form and whether express or implied) are set out in Part 3 and Part 4 respectively.
- 8.3 Accurate particulars of all registered Intellectual Property Rights and all material unregistered Intellectual Property Rights used or exploited by any third party pursuant to Licences Out (in whatever form and whether express or implied) are set out in Part 5 and Part 6 of respectively.
- 8.4 The Seller does not require any Intellectual Property Rights other than those set out in Parts 1, 2, 3 and 4 in order to carry on the Business in the same manner as carried on in the 12 months prior to Completion.
- 8.5 Except in respect of Intellectual Property Rights used, exploited or held by the Seller in connection with the Business pursuant to the Licences In, the Seller is the sole legal and beneficial owner of (or applicant for) the Intellectual Property Rights used in the Business, free from all Encumbrances.
- 8.6 The Intellectual Property Rights set out in Part 1 and Part 2 are valid, subsisting and enforceable and so far as the Seller is aware nothing has been done or not been done as a result of which any of them has ceased or is likely to cease to be valid, subsisting or enforceable. In particular:
 - 8.6.1 all application and renewal fees and other steps required for the prosecution, maintenance or protection of such rights have been paid on time or taken;
 - 8.6.2 so far as the Seller is aware no trademarks, service marks, trade names, or domain names, identical or similar to any such rights, has been registered or is being used by any person in the same, or a similar, business to the Business in any country in which Seller or any Connected Person has registered or is using that trade mark, service mark, trade name or domain name;
 - 8.6.3 all confidential information (including Know How) which is material in relation to the Business has been kept confidential and has not been disclosed to third parties (other than to professional advisers or other persons who have signed written confidentiality undertakings in respect of such information, details of which have been Disclosed);
 - 8.6.4 there are no pending or outstanding claims against the Seller or any Connected Person for compensation under the Patents Act 1977;
 - 8.6.5 all moral rights in respect of such Intellectual Property Rights have been waived in favour of the Seller;

- 8.6.6 so far as the Seller is aware no Intellectual Property Rights owned by Seller are, or have been, infringed by any third party; and
- 8.6.7 there are and have been no claims, challenges, written disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of such rights.
- 8.7 No Licences In are considered by the Seller to be bespoke to the Business.
- 9. **INFORMATION TECHNOLOGY**
- 9.1 All IT Contracts material to the operation of the Business have been identified in Part 1 of Schedule 6 and complete and accurate copies of all IT Contracts have been Disclosed.
- 9.2 All IT Systems material to the operation of the Business have been identified in Part 2 of Schedule 6 and none of the IT Systems is wholly or partly dependent on any facilities or services not under the exclusive ownership and control of the Seller.
- 9.3 So far as the Seller is aware:
 - 9.3.1 all IT Systems function in accordance with all applicable specifications and have been, and are being, properly and regularly maintained;
 - 9.3.2 no part of the IT Systems has materially failed to function or has otherwise materially interrupted or hindered the operation of the Business at any time during the last 12 months; and
 - 9.3.3 all IT Services are being, and have been, provided in all material respects in accordance with all applicable specifications.
- 9.4 The Seller has full and unrestricted access to, and use of, the IT Systems and no third party agreements or consents are required to enable the Buyer to continue such access and use following Completion.
- 9.5 The Seller has in its possession or control the source code to all software material to the operations of the Business or has in place valid and binding escrow arrangements in respect of such software which will not be adversely affected by the transactions contemplated by this Agreement.
- 9.6 The Seller is the registrant and beneficial owner of the domain names specified in Part 3 of Schedule 5 and so far as the Seller is aware those domain names do not infringe the Intellectual Property Rights of any third party.
- 9.7 All websites operated by Seller have been created or developed by the Seller or pursuant to IT Contracts that vest the legal and beneficial ownership of all copyright and all other Intellectual Property Rights in such websites in the Seller and, so far as the Seller is aware, the content of the websites does not infringe the Intellectual Property Rights of any third party.
- 9.8 The IT Contracts:
 - 9.8.1 are valid and binding and nothing has been done or not been done as a result of which any of them has ceased or might cease to be valid;
 - 9.8.2 so far as the Seller is aware have not been in the three years prior to the date of this Agreement the subject of any breach or default by any party and are not otherwise liable to be adversely affected by the transactions contemplated by this Agreement; and

- 9.8.3 are not, and have not been in the three years prior to the date of this Agreement, the subject of any claim, dispute or proceeding, pending or threatened.
- 9.9 None of the IT Contracts to the extent that they ceased to be valid, would be considered to be not replaceable for the continuation of the Business (causing material disruption).
10. **DATA PROTECTION**
- 10.1.1 So far as the Seller is aware the Business has at all times been conducted in all material respects in accordance with all applicable Data Protection Laws.
- 10.1.2 So far as the Seller is aware, neither the Business nor the Seller has in the three years prior to the date of this Agreement suffered any material breach of security leading to the unlawful destruction or material loss, alteration, unauthorised disclosure of, or access to any Personal Data;
- 10.1.3 So far as the Seller is aware neither the Business nor the Seller has been in the three years prior to the date of this Agreement been subject to any enforcement action (including any fines or other sanctions) relating to a breach or alleged breach of their obligations under the Data Protection Laws by any regulator or authority.

PART 4
TAXATION

1. TAX COMPLIANCE

- 1.1 The Seller has complied in all material respects with all statutory provisions, rules, regulations, orders and directions in relation to the Business concerning VAT, employee payroll and social security contributions including the making on time of accurate returns and payments and the proper maintenance and preservation of records, and the Seller in the three years prior to the date of this Agreement has not been given any penalty, notice or warning regarding the same.
- 1.2 So far as the Seller is aware no Taxation Authority has operated or agreed to operate any arrangement that is not based on a strict application of the relevant legislation or published practice in relation to the tax affairs of the Business.
- 1.3 The Seller is not involved in any dispute with a Taxation Authority, or so far as the Seller is aware is not the subject of any enquiry by any Taxation Authority, which is likely to materially affect the Business or any of the Assets.

2. STAMP TAXES

All documents under which the Seller derives title to any of the Assets and which attract stamp duty have been duly stamped and are in the possession of the Seller or under its control.

3. DISTRAINT BY TAXATION AUTHORITIES

All VAT, excise duties, employee payroll taxes and social security contributions have been paid in full such that none of the Assets is liable to confiscation, forfeiture or distraint by a Taxation Authority as a result of such non-payment.

SCHEDULE 4

LIMITATIONS ON SELLER'S LIABILITY

1. GENERAL LIMITATIONS

- 1.1 The Seller will not be liable for any Claim (or such liability will be reduced) to the extent that such Claim arises as a result of:
- 1.1.1 an act or omission on the part of the Seller occurring at the request of or with the written consent of the Buyer after Completion;
 - 1.1.2 an act or omission compelled by law; or
 - 1.1.3 the passing or coming into force of, or any change in, any legislation or any change in the interpretation of the law made after the date of this Agreement, whether or not such change has retrospective effect.
- 1.2 The Seller will not be liable for any Claim (or such liability will be reduced) to the extent that the Buyer has recovered any amount under this Agreement in respect of the same Loss.
- 1.3 To the extent that a Claim is based upon a liability that is contingent only or is not capable of being quantified, the Seller will not be liable unless and until such liability ceases to be contingent or unquantifiable and becomes an actual liability or capable of being quantified, provided that this paragraph 1.3 will not operate to prevent the Buyer making a Claim in respect of a contingent or unquantifiable liability if notice of such Claim is given to the Seller by or on behalf of the Buyer within the time limits in paragraph 3 of this Schedule 4 in circumstances where the liability does not become an actual liability or capable of being quantified until after the expiry of the relevant time limit.
- 1.4 None of the limitations in this Schedule 4 will apply to any Claim if any liability of the Seller in respect of that Claim arises from, or is increased as a result of, fraud, wilful misconduct, wilful concealment or dishonesty on the part of the Seller or any other member of the Seller's Group or their respective Affiliates.

2. QUANTUM

- 2.1 The maximum aggregate liability of the Seller in respect of all Claims will not exceed €500,000.
- 2.2 The Seller will not be liable in respect of any Claim:
- 2.2.1 unless the amount of such Claim (when aggregated with other Claims based on substantially the same matter, facts, events or circumstance) exceeds €7,500 in respect of any single item, in which case the Seller will be liable for the whole of such Claim or Claims and not just the excess; and
 - 2.2.2 unless the amount of such Claim when aggregated with the amount of any other Claim made against the Seller under this Agreement exceeds €30,000, in which case the Seller will be liable for the whole of such Claim or Claims and not just the excess.

3. TIME LIMITS

- 3.1 The Seller will not be liable in respect of any Claim unless written notice of such Claim has been given to the Seller by or on behalf of the Buyer giving such

reasonable details of material aspects of the Claim as are then available to the Buyer, including, where practicable, the Buyer's bona fide estimate of its amount:

- 3.1.1 in the case of any Claim (other than a Claim in relation to the Warranties in Part 6 of Schedule 3 relating to Taxation), by no later than the date falling 18 months after the date of Completion; and
- 3.1.2 in the case of any Claim in relation to the Warranties set out in Part 6 of Schedule 3 relating to Taxation, by no later than the third anniversary of Completion;

provided always any failure to provide any such reasonable detail, including without limitation detail of the matter which gives rise to the claim, the nature of the claim and/or the amount of the claim, shall not prevent the Buyer's ability to recover pursuant to the claim but shall be taken into account in accessing the liability of the Seller to the extent it prevents mitigation action from being taken or the matter being remedied.

- 3.2 Any Claim will (if it has not previously been satisfied, settled or withdrawn) be deemed to have been withdrawn unless legal proceedings in respect of it have been commenced by being both issued and served within 6 months of notification of the Claim to the Seller in accordance with paragraph 3.1, save that where such Claim relates to a liability that is contingent only or is not capable of being quantified, it will be deemed to have been withdrawn unless legal proceedings in respect of it have been commenced by both being issued and served within 6 months of such liability becoming an actual liability or capable of being quantified.
- 3.3 Nothing in this Agreement will affect the application of the common law rules on mitigation in respect of any claim under the Warranties or any matter giving rise to a claim under the Warranties.
- 3.4 The Seller will not plead the Limitation Act 1980 in respect of any Claim made in relation to the Warranties set out in Part 6 of Schedule 3 relating to Taxation.

4. **THIRD PARTY CLAIMS**

- 4.1 If any third party asserts a claim against the Buyer that gives rise or is likely to give rise to a Claim ("**Third Party Claim**"), or if the Buyer has or acquires a right to make recovery from a third party in respect of any matter giving rise to or likely to give rise to a Claim ("**Right of Recovery**"), then the Buyer shall:
 - 4.1.1 consult with the Sellers as soon as reasonably practicable with regard to the Third Party Claim or Right of Recovery in question;
 - 4.1.2 provide the Seller on request with copies of all documents in relation to the relevant Third Party Claim or Right of Recovery, save where to do so would result in a breach of any obligation of confidentiality or the loss of legal professional privilege; and
 - 4.1.3 deal with the Third Party Claim or Right of Recovery so far as reasonably practicable having regard to the reasonable representations and views of the Seller.
- 4.2 The Buyer will not be required to take any action under this paragraph 4, if to do so would, in the reasonable opinion of a third party:
 - 4.2.1 be damaging to the goodwill, business interests or commercial interests of the Buyer or a member of its Group; or

- 4.2.2 result in the loss of any customer or supplier of the Buyer or a member of its Group or result in any customer or supplier of the Buyer or a member of its Group altering the way it does business with the Company
- 4.3 If the Buyer or any member of the Buyer's Group receives any sum or other benefit by reason of the enforcement of any Right of Recovery, then any subsequent liability of the Seller in respect of a Claim in relation to which the Right of Recovery has arisen shall be reduced by the sum or benefit so received, less any Taxation thereon and less the amount of any costs and expenses (and VAT thereon except insofar as recoverable as input VAT) incurred by the Buyer's Group in enforcing that Right of Recovery.
- 4.4 If any Claim, in relation to which a Right of Recovery has arisen, is made and satisfied (in whole or in part) before the Buyer's Group receives any sum or other benefit by reason of the enforcement of the Right of Recovery, then the Buyer shall pay to the Seller, no later than 5 Business Days after the date on which it receives that sum or benefit, the lesser of:
- 4.4.1 the sum or benefit so received, less any Taxation thereon and less the amount of any costs and expenses (and VAT thereon except insofar as recoverable as input VAT) incurred by the Buyer's Group or the Company in enforcing that Right of Recovery; and
- 4.4.2 the amount paid in satisfaction of the relevant Claim.
- 4.5 **MITIGATION**
- Nothing in this Agreement affects the duty at law of the Buyer to mitigate its loss.
- 4.6 **OPPORTUNITY TO REMEDY**
- The Seller shall have no liability in respect of a Claim if the matter giving rise to it is remedied (without cost or damage to the Buyer and to the reasonable satisfaction of the Buyer) within 30 Business Days after notice of the Claim is delivered to the Seller, and the Buyer shall give the Sellers the opportunity to remedy that matter during this period, including by allowing the Seller and their agents to inspect and take copies of the books, correspondence and records of the Buyer and to question the personnel of, and have access to any premises occupied by the Buyer.
- 4.7 **NO DOUBLE RECOVERY**
- The:
- 4.7.1 Buyer shall not be entitled to recover damages or otherwise obtain payment, reimbursement or restitution more than once under this Agreement in respect of the same loss or liability; and
- 4.7.2 Sellers shall have no liability in respect of any Claim to the extent that any of the Buyer, or any person acting on behalf of the Buyer, has made full recovery in respect of the same loss or damage.

5. GENERAL

- 5.1 The Buyer shall have no right to rescind this Agreement.
- 5.2 The Buyer shall not be entitled to recover damages for any loss of profit, indirect or consequential loss, loss of goodwill or punitive damages.

SCHEDULE 5: INTELLECTUAL PROPERTY

Part 1: Intellectual Property Rights – registered

Tellyo Oy Domains Holding

Name	Registration	Expiry	Holder of Registration	Owner
tellyo.com	30/12/2011	30/12/2023	AWS	Tellyo Oy
tellyo.tv	17/12/2015	17/12/2023	AWS	Tellyo Oy
tellyo.pro	20/11/2015	20/11/2023	AWS	Tellyo Oy
tellyo.live	07/04/2020	07/04/2024	AWS	Tellyo Oy
tellyocloud.pro	14/07/2017	14/07/2024	AWS	Tellyo Oy
tly.io	03/09/2014	03/09/2024	AWS	Tellyo Oy
tellyo.es	26/05/2021	26/05/2024	AWS	Tellyo Oy
tellyo.fr	26/05/2021	26/05/2024	AWS	Tellyo Oy
tellyo.it	26/05/2021	26/05/2024	AWS	Tellyo Oy
tellyo.jp	09/09/2021	26/09/2023	AWS	Tellyo Oy
tellyo.live	03/09/2014	03/09/2024	AWS	Tellyo Oy
tellyo.co.uk	09/09/2021	09/09/2024	AWS	Tellyo Oy
tellyo.uk	09/09/2021	09/09/2024	AWS	Tellyo Oy
tellyo.pl	09/09/2021	09/09/2023	OVH	Tellyo Oy
tellyo.cn	10/09/2021	10/09/2023	OVH	Tellyo Oy

**Copia Certificada ♦ Beglaubigte Abschrift ♦ Certified Copy
Copie Certifiée ♦ Copia Autenticata**

Por el presente se certifica que el documento que se adjunta es una copia conforme del certificado de registro para la marca de la Unión Europea cuyo número y fecha de registro aparecen a continuación.

Hiermit wird bestätigt, dass die Abschrift, die diesem Beleg beigeheftet ist, eine genaue Abschrift der Eintragungsurkunde ist, die für die Unionsmarke mit der nachstehenden Eintragsnummer und dem nachstehenden Eintragungstag ausgestellt wurde.

This is to certify that the attached document is an exact copy of the certificate of registration issued for the European Union trade mark bearing the registration number and date indicated below.

Par la présente, il est certifié que le document annexé est une copie conforme du certificat d'enregistrement délivré pour la marque de l'Union Européenne portant le numéro et la date d'enregistrement qui figurent ci-après.

Con la presente si certifica che l'allegato documento è una copia conforme del certificato di registrazione per il marchio dell'Unione Europea contrassegnato dal numero e dalla data di registrazione riportati sotto.

Núm./Nr./No/n°/n.	Fecha/Datum/Date/Date/Data
013478094	10/03/2015

Alicante, 26/09/2023



Karin KUHL

Departamento de Operaciones
Hauptabteilung Kerngeschäft
Operations Department
Département «Opérations»
Dipartimento Operazioni

□





Copia Certificada / Beglaubigte Abschrift/ Certified Copy / Copie Certifiée / Copia Autenticata
Certificado de registro de marca de la Unión Europea / Eintragungsurkunde einer Unionsmarke / Registration certificate of European Union trade mark / Certificat
d'enregistrement de marque de l'Union européenne/ Certificato di registrazione di marchio dell'Unione europea



OHIM – OFFICE FOR HARMONIZATION IN THE
INTERNAL MARKET
TRADE MARKS AND DESIGNS

CERTIFICATE OF REGISTRATION

This Certificate of Registration is hereby issued for the
Community Trade Mark identified below. The
corresponding entries have been recorded in the
Register of Community Trade Marks.



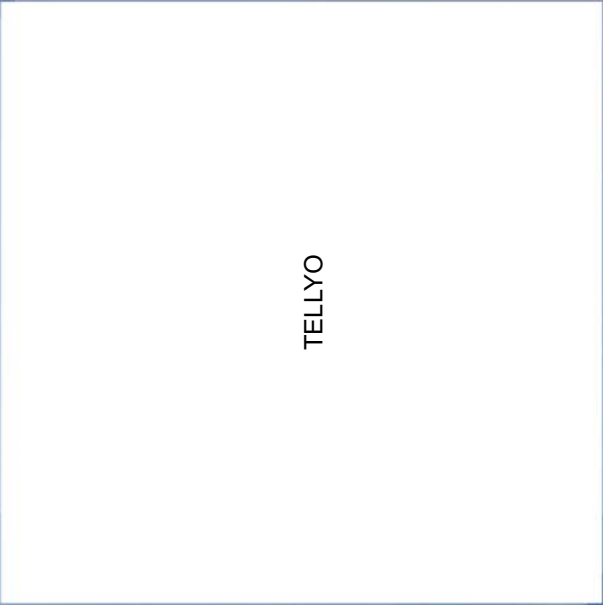
OAMI - OFICINA DE ARMONIZACIÓN DEL
MERCADO INTERIOR
MARCAS, DIBUJOS Y MODELOS

CERTIFICADO DE REGISTRO

Se expide el presente Certificado de Registro para la
Marca Comunitaria que se identifica a continuación.
Las menciones y las informaciones relativas a tal marca
han sido inscritas en el Registro de Marcas
Comunitarias.

Registered / Registrado 10/03/2015

No 013478094



TELLYO

The President / El Presidente

António Campinos

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Identification Code: 7MU3PFZB0U0SSFLTP1VRFLIWIYU



OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET
TRADE MARKS AND DESIGNS

OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR
MARCAS, DIBUJOS Y MODELOS

210 013478094
220 20/11/2014
400 28/11/2014

151 10/03/2015
450 12/03/2015

186 20/11/2024
541 TELLYO

521 0
732 Tellyo Oy
Mannerheimintie 15 A
00260 Helsinki
FI

270 EN ES

511 BG - 9
Софтуер за интерактивна телевизия; Интерактивен видео софтуер; Интерактивен развлекателен софтуер за употреба с персонални компютри; Компютърни програми за интерактивна телевизия и за интерактивни игри и/или викторини.

BG - 35
Рекламини, маркетингови и промоционални услуги.

BG - 45
Услуги за онлайн социални мрежи.

ES - 9
Programas informáticos para televisión interactiva; Programas informáticos de video interactivo; Software de entretenimiento interactivo para su uso con ordenadores personales; Programas informáticos para televisión interactiva y para juegos y/o concursos interactivos.

ES - 35
Servicios promocionales, de marketing y publicidad.

ES - 45
Servicios de redes sociales en línea (online).

CS - 9
Software pro interaktivní televizi; Interaktivní video software; Interaktivní zábavní software k použití s osobními počítači; Počítačové programy pro interaktivní televizi a pro interaktivní hry a/nebo kvízy.

CS - 35
Reklamní, marketingové a propagační služby.

CS - 45
Služby sociálních sítí online.

DA - 9
Software til interaktivt fjernsyn; Interaktiv videosoftware; Interaktiv underholdningssoftware til brug sammen med personlige computere; Computerprogrammer til interaktivt fjernsyn samt interaktive spil og/eller quizzer.

DA - 35
Virksomhed vedrørende reklame, marketing og salgsfremstød.

DA - 45
On-line sociale netværkstjenester.

DE - 9
Software für das interaktive Fernsehen; Interaktive Videosoftware; Interaktive Unterhaltungssoftware zur Verwendung mit Rechnern; Computerprogramme für interaktives Fernsehen und für interaktive Spiele und/oder Quizprogramme.

DE - 35
Werbung, Marketing und Verkaufsförderung.

DE - 45
Online-Dienstleistungen zum Knüpfen sozialer Kontakte.

ET - 9

Interaktiivse televisiooni tarkvara; Interaktiivne videotarkvara; Koos personaalarvutiga kasutatav interaktiivne meelelahutus-tarkvara; Arvutiprogrammid interaktiivse televisiooni, interaktiivsete mängude ja/või viktoriinide jaoks.

ET - 35
Reklaam ja turundus.

ET - 45
Veebi sotsiaalkõrklude teenused.

EL - 9
Λογισμικό για διαδραστική τηλεόραση; Διαδραστικό λογισμικό μαγνητοσκοπημένης εικόνας; Διαδραστικό ψυχαγωγικό λογισμικό για χρήση με ηλεκτρονικούς υπολογιστές; Προγράμματα ηλεκτρονικών υπολογιστών για διαδραστική τηλεόραση και για διαδραστικά παιχνίδια και/ή παιχνίδια ερωτήσεων.

EL - 35
Διαφήμιση, ενέργειες πώλησης (μαρκετιγκ) και υπηρεσίες προώθησης.

EL - 45
Υπηρεσίες κοινωνικής δικτύωσης επί γραμμής.

EN - 9
Software for interactive television; Interactive video software; Interactive entertainment software for use with personal computers; Computer programmes for interactive television and for interactive games and/or quizzes.

EN - 35
Advertising, marketing and promotional services.

EN - 45
On-line social networking services.

FR - 9
Logiciels pour télévision interactive; Logiciels vidéo interactifs; Logiciels de loisirs interactifs pour ordinateurs; Programmes informatiques pour télévision interactive, ainsi que pour jeux et/ou jeux de questions-réponses interactifs.

FR - 35
Services de publicité, de marketing et de promotion.

FR - 45
Services de réseautage social en ligne.

IT - 9
Software per televisione interattiva; Software video interattivi; Software interattivi di svago per personal computer; Programmi informatici per televisione interattiva e per giochi e/o quiz interattivi.

IT - 35
Servizi pubblicitari, di ricerche di mercato e promozionali.

IT - 45
Servizi on-line di social networking.

LV - 9
Programmatūra interaktīvai televīzijai; Interaktīva video programmatūra; Interaktīva izklaides programmatūra lietošanai datoros; Datorprogrammas interaktīvai televīzijai un interaktīvām spēlēm un/vai viktorīnām.

LV - 35
Reklāmas, tirgvedības un preču noieta veicināšanas pakalpojumi.

LV - 45
Sociālās tīklošanas pakalpojumi tiešsaistē.

LT - 9
Interaktyviosios televizijos programinė įranga; Interaktyvioji vaizdo programinė įranga; Interaktyvioji pramoginė programinė įranga, skirta naudoti su asmeniniais kompiuteriais; Interaktyviosios televizijos, interaktyviųjų žaidimų ir/arba viktorinų kompiuterių programos.

LT - 35

No 013478094

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OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET
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OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR
MARCAS, DIBUJOS Y MODELOS

Reklamos, rinkodaros ir pardavimų skatinimo paslaugos.

LT - 45

Internetinių socialinių tinklų paslaugos.

HR - 9

Računalni programi za interaktivnu televiziju; Interaktivni video računalni programi; Interaktivni računalni program za zabavu za korištenje s osobnim računalima; Računalni programi za interaktivnu televiziju i za interaktivne igrice i/ili kvizove.

HR - 35

Usluge oglašavanja, marketinga i promidžbe.

HR - 45

Usluge online društvene mreže.

HU - 9

Szoftverek interaktív televíziózáshoz; Interaktív videoszoftverek; Személyi számítógéppel használható interaktív szórakoztató szoftverek; Számítógépes programok interaktív televízióhoz és interaktív játékokhoz és/vagy vetélkedőkhöz.

HU - 35

Reklámozási, marketing és promóciós szolgáltatások.

HU - 45

Online közösségi hálózatok szolgáltatásai.

MT - 9

Softwer għat-televiżjoni interattiva; Softwer tal-vidjo interattiv; Softwer għad-divertiment interattiv għall-użu ma' kompjuters personali; Programmi tal-kompjuter għat-televiżjoni interattiv u għal-logħob u/jew kwizz interattivi.

MT - 35

Servizzi ta' reklamar, kummerċjalizzazzjoni u promozzjonali.

MT - 45

Servizzi ta' netwerking soċjali online.

NL - 9

Software voor interactieve televisie; Software (Interactieve video-); Ontspanningssoftware (Interactieve -) voor gebruik met pc's; Programma's voor interactieve televisie en voor interactieve spellen en/of quizen.

NL - 35

Reclame, marketing en promotionele diensten.

NL - 45

Sociale netwerkdiensten.

PL - 9

Oprogramowanie do telewizji interaktywnej; Oprogramowanie do wideo interaktywnego; Oprogramowanie do komputerów osobistych przeznaczone dla rozrywki interaktywnej; Programy komputerowe do telewizji interaktywnej i do interaktywnych gier i/lub kwizów.

PL - 35

Usługi reklamowe, marketingowe i promocyjne.

PL - 45

Usługi serwisów społecznościowych online.

PT - 9

Software para televisão interativa; Software de vídeo interativo; Software de entretenimento interativo para utilizar com computadores pessoais; Programas de computador para televisão interativa e para jogos e/ou questionários interativos.

PT - 35

Serviços de publicidade, de marketing e de promoção.

PT - 45

Serviços de redes sociais on-line.

RO - 9

Programe de calculator pentru televiziune interactivă; Software video interactiv; Software interactiv de divertisment pentru folosirea cu calculatoare personale; Programe de calculator pentru televiziune interactivă și pentru jocuri și/sau concursuri interactive.

RO - 35

Servicii de publicitate, marketing și promovare.

RO - 45

Servicii de rețele de socializare on-line.

SK - 9

Softvér pre interaktívnu televíziu; Interaktívny videosoftvér; Interaktívny zábavný softvér používaný s osobnými počítačmi; Počítačové programy pre interaktívnu televíziu a pre interaktívne hry a/alebo kvízy.

SK - 35

Reklamné, marketingové a propagačné služby.

SK - 45

Služby sociálnych sietí online.

SL - 9

Programska oprema za interaktivno televizijo; Interaktivna video programska oprema; Razvedrilna interaktivna programska oprema, ki se uporablja z osebnimi računalniki; Računalniški programi za interaktivno televizijo in interaktivne računalniške igre in/ali kvize.

SL - 35

Oglaševalske, tržne in promocijske storitve.

SL - 45

Spletne storitve družabnega mreženja.

FI - 9

Vuorovaikutteisen television ohjelmistot; Vuorovaikutteiset video-ohjelmistot; Tietokoneissa käytettävät vuorovaikutteiset ajanvieteohjelmistot; Tietokoneohjelmat vuorovaikutteista televisiota sekä vuorovaikutteisia pelejä ja/tai tietokilpailuja varten.

FI - 35

Mainonta-, markkinointi- ja myynninedistämispalvelut.

FI - 45

Online-muotoiset sosiaaliset verkostoitumispalvelut.

SV - 9

Programvara för interaktiv television; Interaktiva videoprogramvaror; Interaktiva underhållningsprogramvaror för användning med persondatorer; Datorprogram för interaktiv television och för interaktiva spel och/eller frågesportspel.

SV - 35

Reklam, marknadsföring och säljfrämjande tjänster.

SV - 45

Sociala nätverkstjänster online.

No 013478094

2/2

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K. Fude

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Par la présente, il est certifié que le document annexé est une copie conforme du certificat d'enregistrement délivré pour la marque de l'Union Européenne portant le numéro et la date d'enregistrement qui figurent ci-après.

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018456664	08/12/2022

Alicante, 26/09/2023



Karin KUHL

Departamento de Operaciones
Hauptabteilung Kerngeschäft
Operations Department
Département «Opérations»
Dipartimento Operazioni

□





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EUROPEAN UNION INTELLECTUAL PROPERTY
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CERTIFICATE OF REGISTRATION

This Certificate of Registration is hereby issued for the
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CERTIFICADO DE REGISTRO

Se expide el presente Certificado de Registro para la
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The Executive Director / El Director
Ejecutivo

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EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE

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210 018456664
220 21/04/2021
400 04/05/2021

151 08/12/2022
450 12/12/2022

186 21/04/2031
541 Tellyo
521 0
546



531 24.17.25
732 Tellyo Oy
Koydenpunojankatu 2a D
00180 Helsinki
FI

740 (-)
270 EN ES
511 **BG** - 9
Софтуер за редактиране на видеозаписи; Софтуер за
редактиране на аудиозаписи; Платформи за съвместна
редакция в реално време [RTCE] [софтуер].
ES - 9
Programas informáticos para la edición de vídeos; Software
de edición de audio; Plataformas [software] para edición co-
laborativa en tiempo real [RTCE].
CS - 9
Software na úpravu videí; Software na úpravu zvuku; Platfo-
rmy pro spolupráci při editování v reálném čase [RTCE] [so-
ftware].
DA - 9
Software til videoediting; Lyddredigeringssoftware; Platforme
til fælles redigering i realtid [RTCE] [software].
DE - 9
Videobearbeitungssoftware; Audibearbeitungssoftware;
Plattformen für die kooperative Echtzeitbearbeitung [RTCE]
[Software].
ET - 9
Videotoimetustarkvara; Helimontaažitarkvara; Dokumentide
reaalajas koostöös toimetamise [RTCE] platvormid [tarkvara].
EL - 9
Λογισμικό για επεξεργασία βίντεο· Λογισμικό επεξεργασίας
ήχου· Πλατφόρμες συνεργατικής επεξεργασίας σε πραγματικό
χρόνο [RTCE] [λογισμικό].
EN - 9
Video editing software; Audio editing software; Real-Time
Collaborative Editing [RTCE] platforms [software].
FR - 9
Logiciels pour éditer des vidéos; Logiciels d'édition audio;
Plates-formes d'édition collaborative en temps réel [RTCE]
[logiciels].
IT - 9

Programmi per computer per il montaggio video; Software di
montaggio audio; Piattaforme [software] di editing collaborativo
in tempo reale.

LV - 9

Videorediģēšanas programmatūra; Audio rediģēšanas pro-
grammatūra; Reāllaika kopīgās rediģēšanas (RTCE) platformas
(programmatūra).

LT - 9

Vaizdo įrašų redagavimo programinė įranga; Garso redagavi-
mo programinė įranga; Bendro redagavimo realiuoju laiku
[RTCE] platformos [programinė įranga].

HR - 9

Softver za uređivanje videozapisa; Softver za uređivanje
zvuka; Platforme [softver] za suradničko uređivanje u stvarnom
vremenu [RTCE].

HU - 9

Videoszerkesztő szoftverek; Hangszerkesztő szoftverek; Valós
idejű együttműködési szerkesztési [RTCE] platformok [szof-
tverek].

MT - 9

Programmi tal-kompjuter għall-editjar tal-vidjows; Softwer
għall-editjar tal-awdjo; Pjattaformi Real-Time Collaborative
Editing [RTCE] [softwer].

NL - 9

Videobewerkingssoftware; Geluidsbeewerkingssoftware; Plat-
forms voor collaboratief redigeren in real-time [RTCE] [softwa-
re].

PL - 9

Oprogramowanie do edycji wideo; Oprogramowanie do edy-
towania treści audio; Platformy edytowania zespołowego w
czasie rzeczywistym [RTCE] [oprogramowanie].

PT - 9

Programas de computador para edição de vídeo; Software
de edição de áudio; Plataformas [software] para edição cola-
borativa em tempo real [RTCE].

RO - 9

Programe de calculator pentru editare video; Software pentru
editare audio; Platforme de editare colaborativă în timp real
[RTCE] [software].

SK - 9

Softvér na úpravu videa; Softvér na úpravu zvuku; Platformy
pre kolaboratívne editovanie v reálnom čase [RTCE] [softvér].

SL - 9

Programska oprema za urejanje video posnetkov; Programska
oprema za urejanje zvoka; Platforme za skupinsko urejanje
v realnem času [RTCE] [programska oprema].

FI - 9

Tietokoneohjelmistot videoiden editointiin; Äänenmuokkausoh-
jelmistot; Tosi aikaisen ryhmätyöeditoinnin [RTCE] alustat
[ohjelmistot].

SV - 9

Programvara för videoediting; Programvara för ljudredige-
ring; Plattformar (programvara) för gemensam redigering i
realtid.

No 018456664

1 / 1

Part 2: Intellectual Property Rights – material unregistered

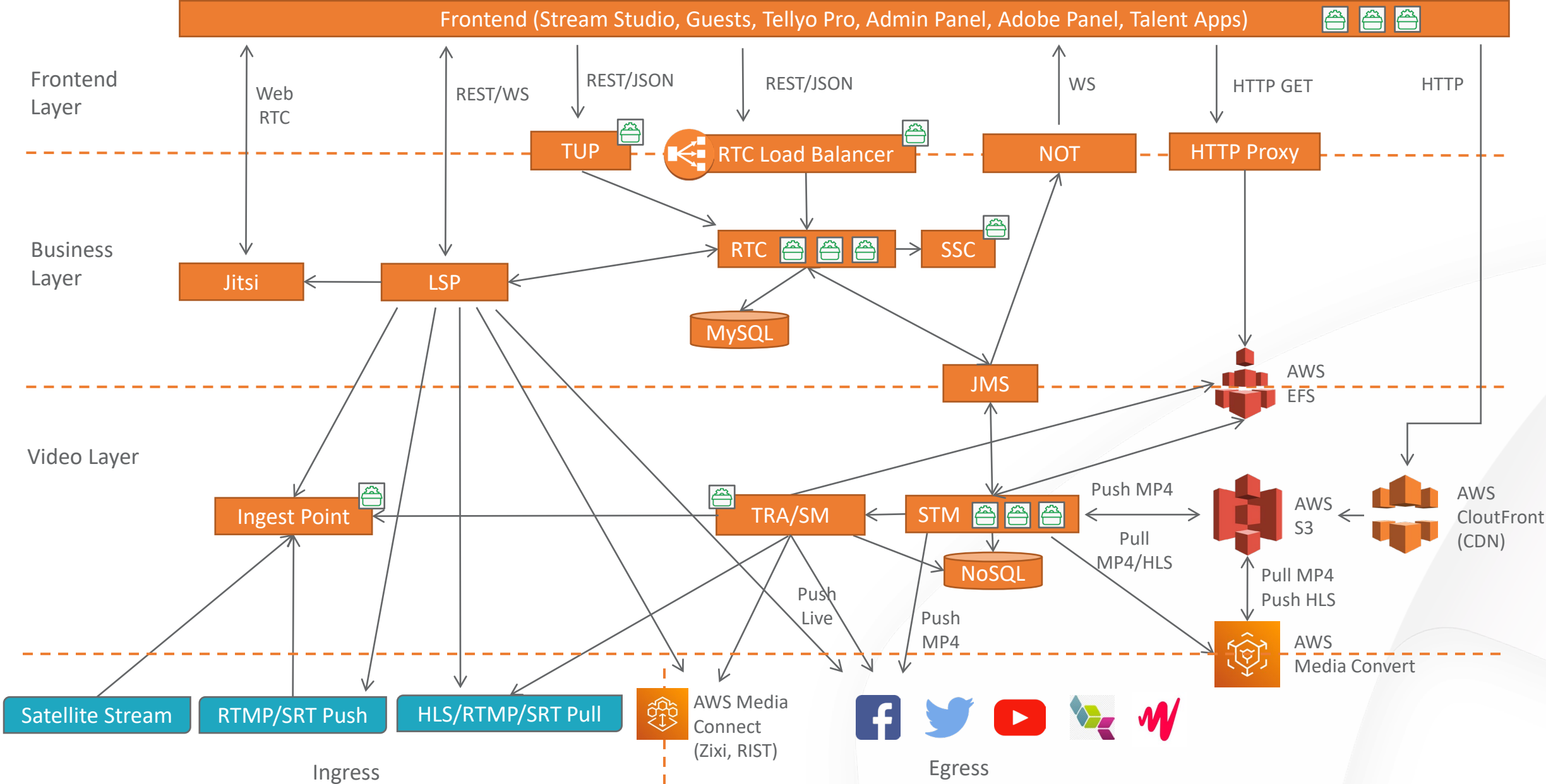


Tellyo Architecture

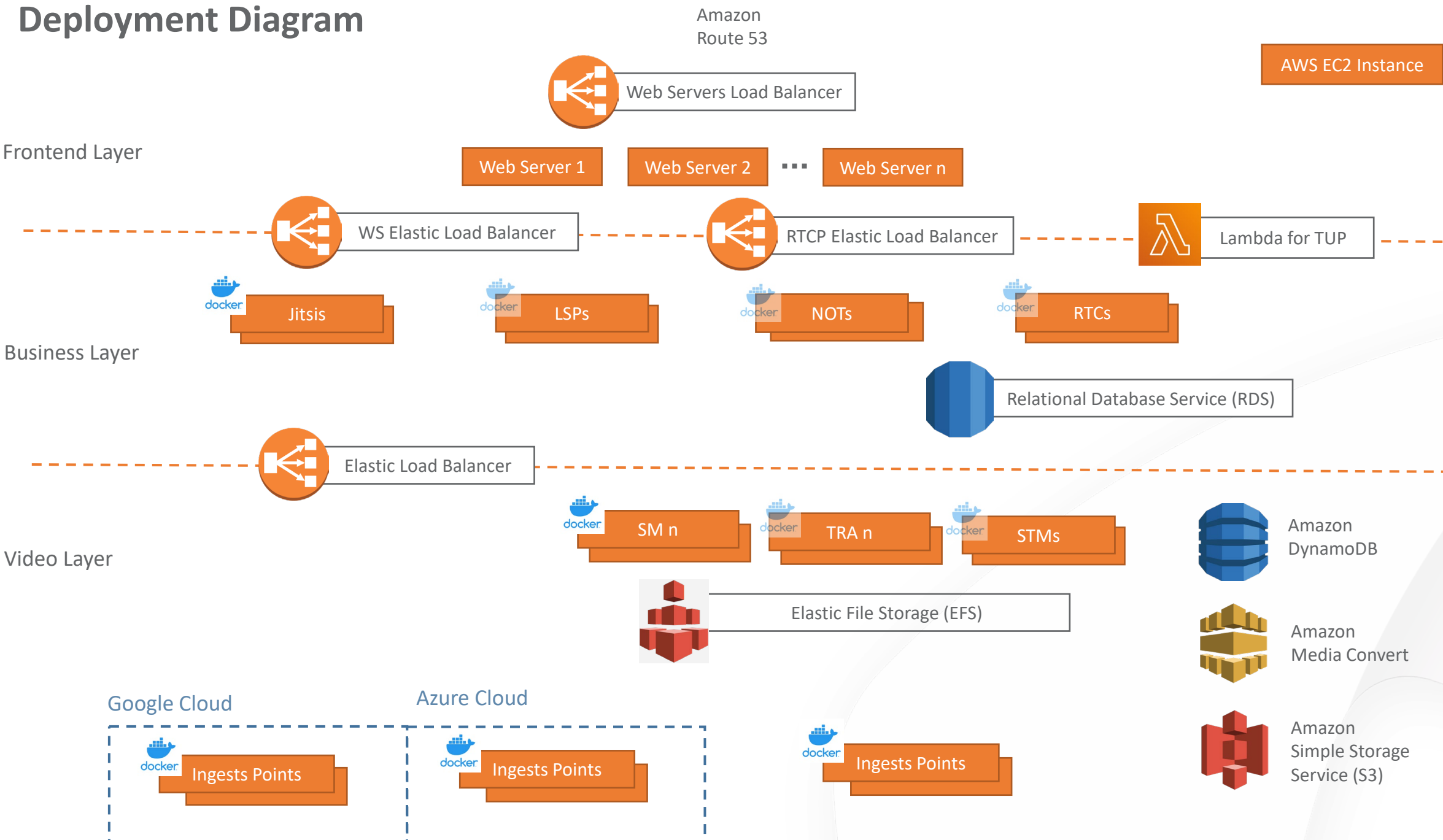
System Architecture

- High Level Architecture Overview
 - Deployment Diagram
 - Deployment Scaling
 - Unified Geo-balanced RTMP Ingest Point
 - Regional Deployment
 - Regional Deployment: AWS services by region
 - Applications Architecture: Frontend, TUP, RTC, STM, TRA, LSP
 - Technology Stack
- 
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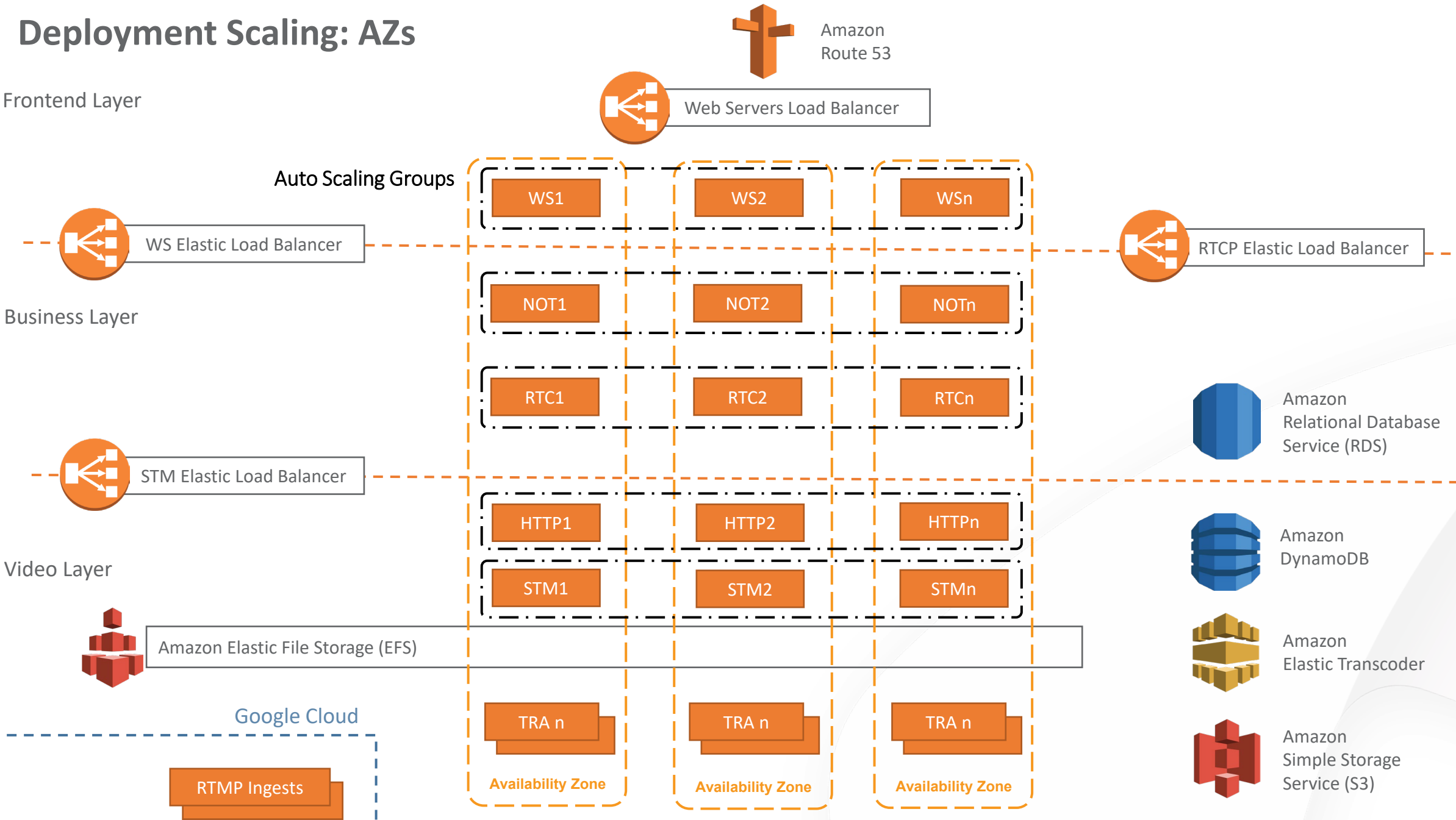
High Level Architecture Overview



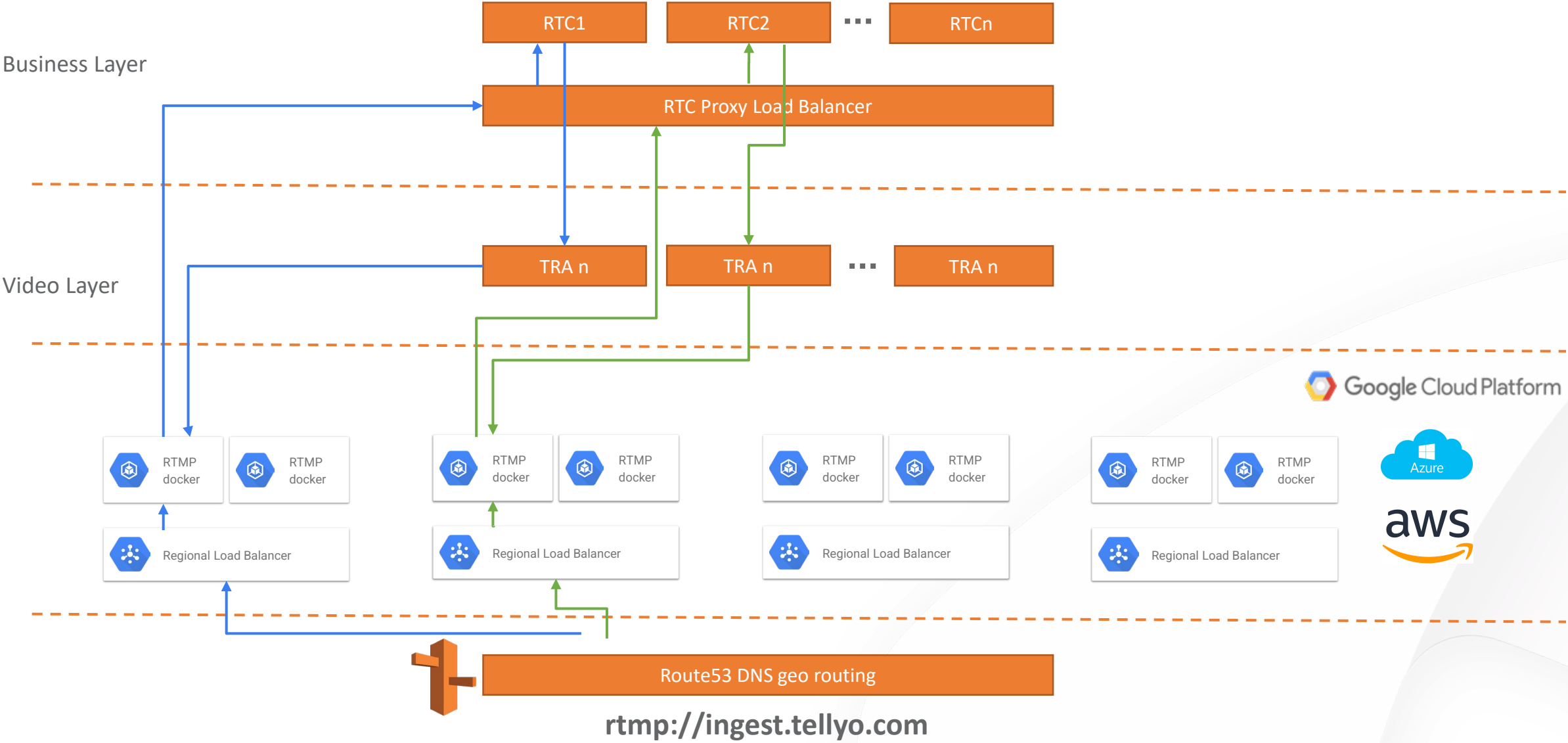
Deployment Diagram



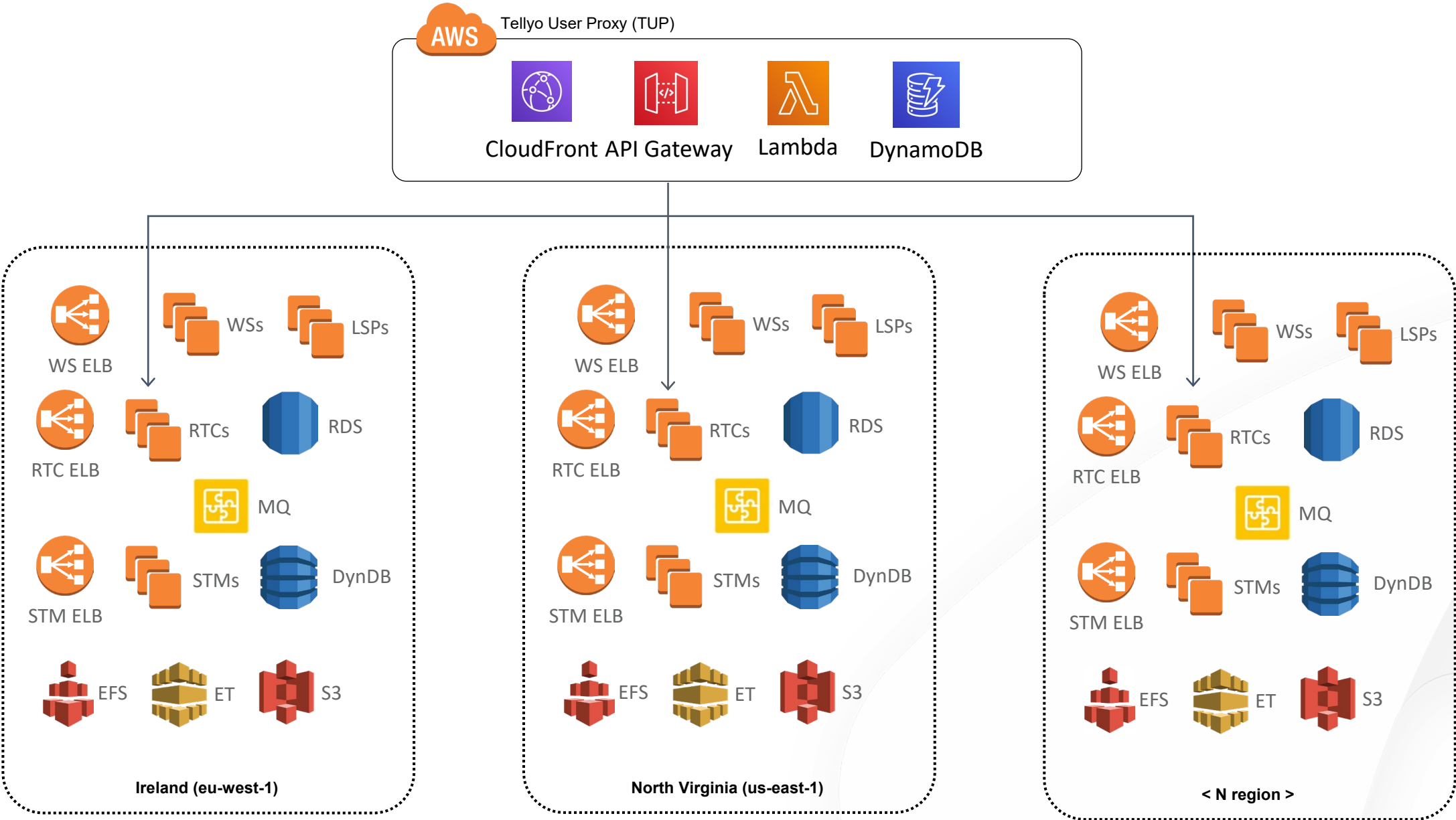
Deployment Scaling: AZs



Unified Geo-balanced RTMP/SRT Ingest Point



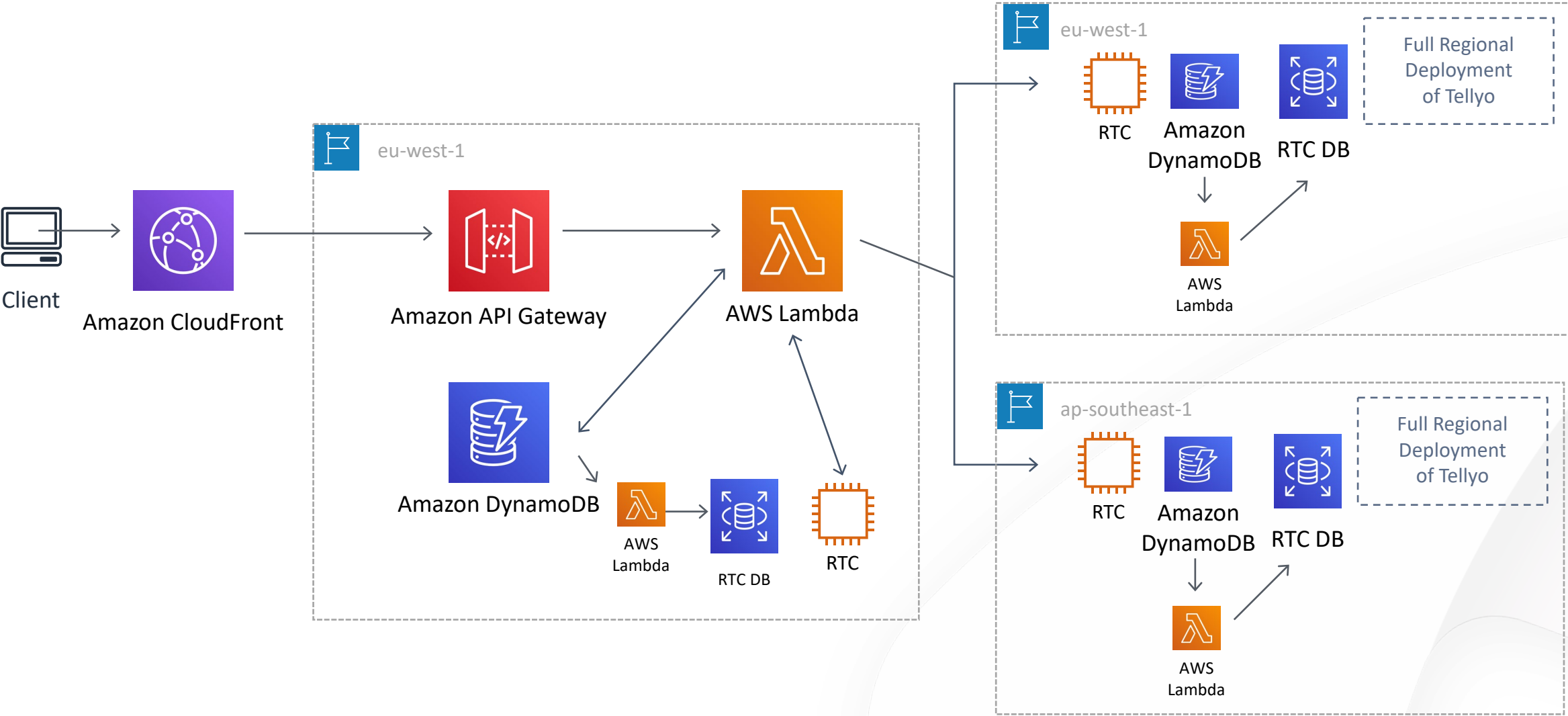
Regional Deployment



Regional Deployment



Tellyo User Proxy (TUP)

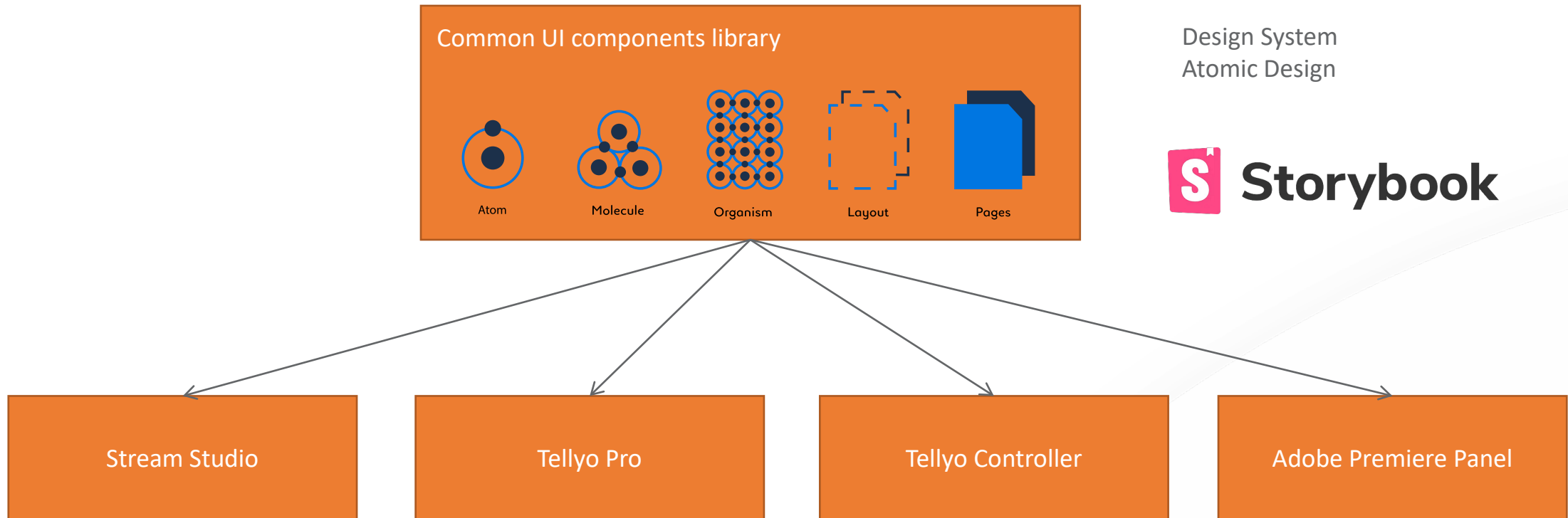


Frontend Technology Stack

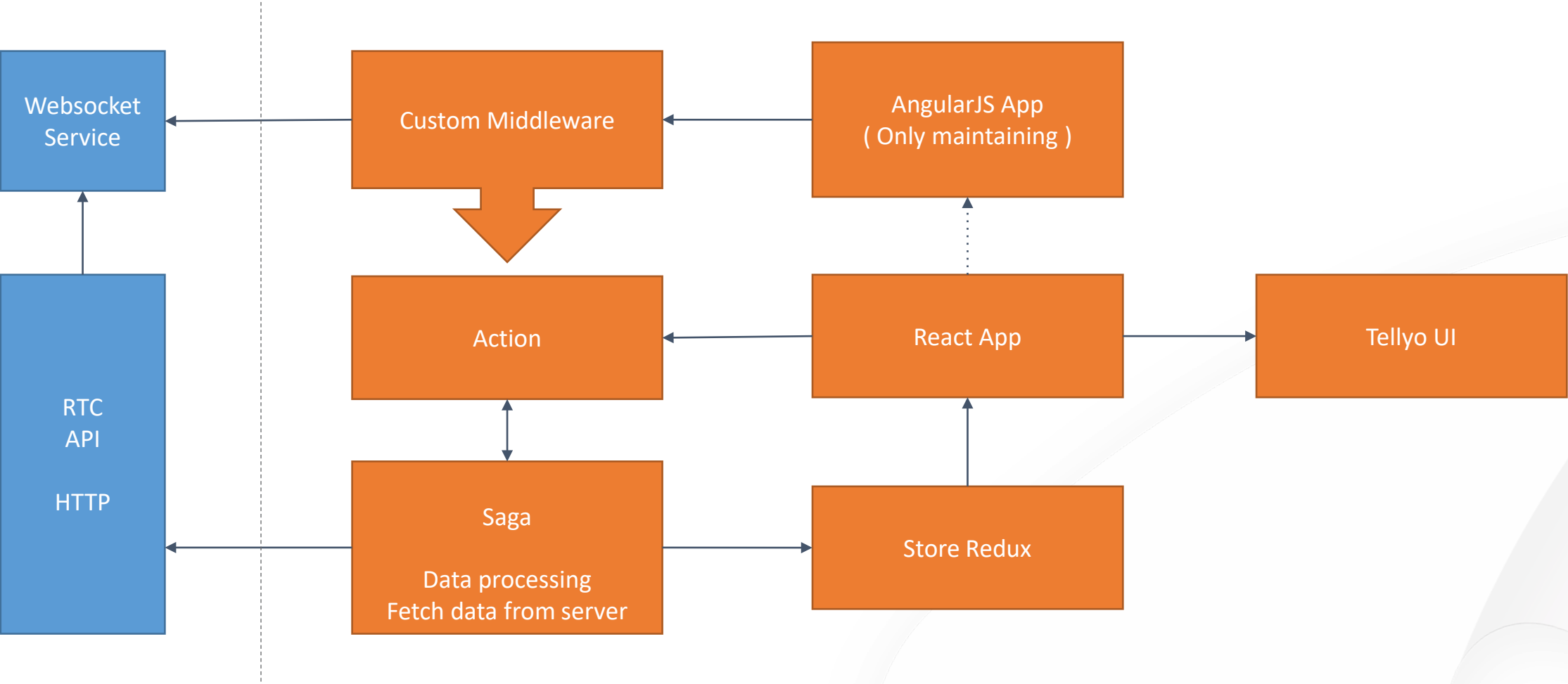
- React
- AngularJS
- Sass
- TypeScript
- Redux
- Redux Thunk
- Redux Saga
- Webpack
- GruntJS
- Storybook
- Video.js
- Hls.js



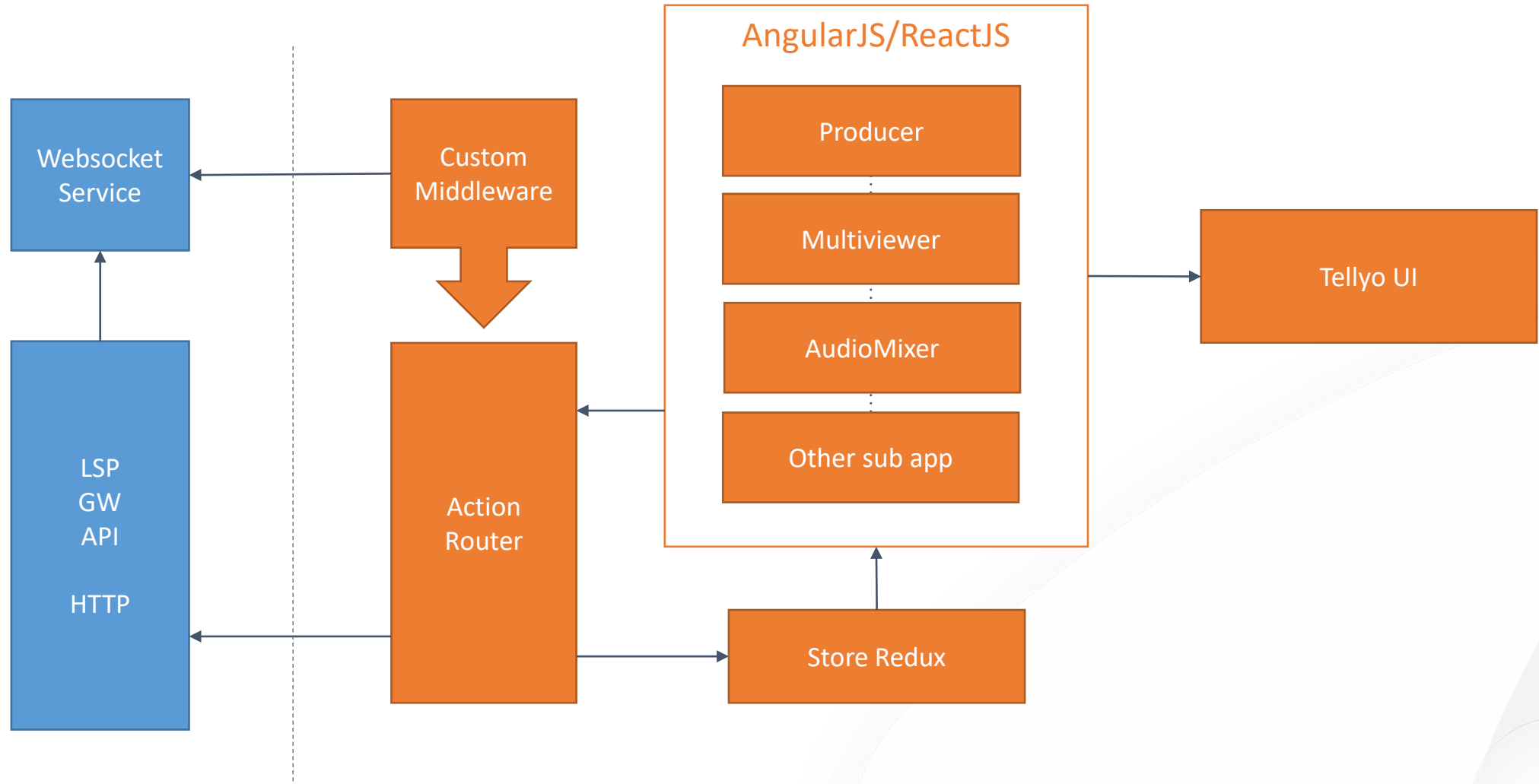
Frontend Apps Architecture: Tellyo UI



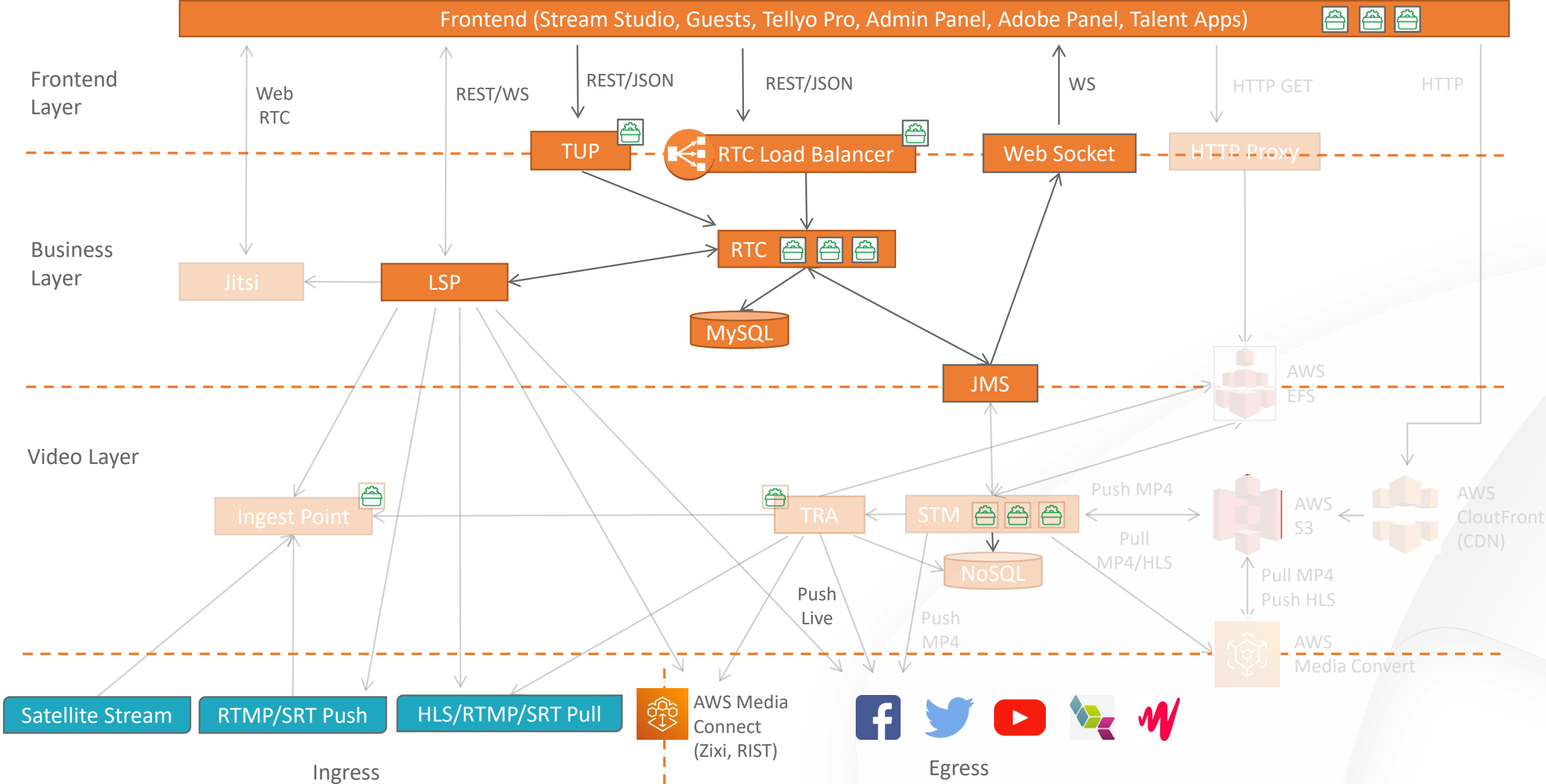
Frontend Apps Architecture: Tellyo Pro



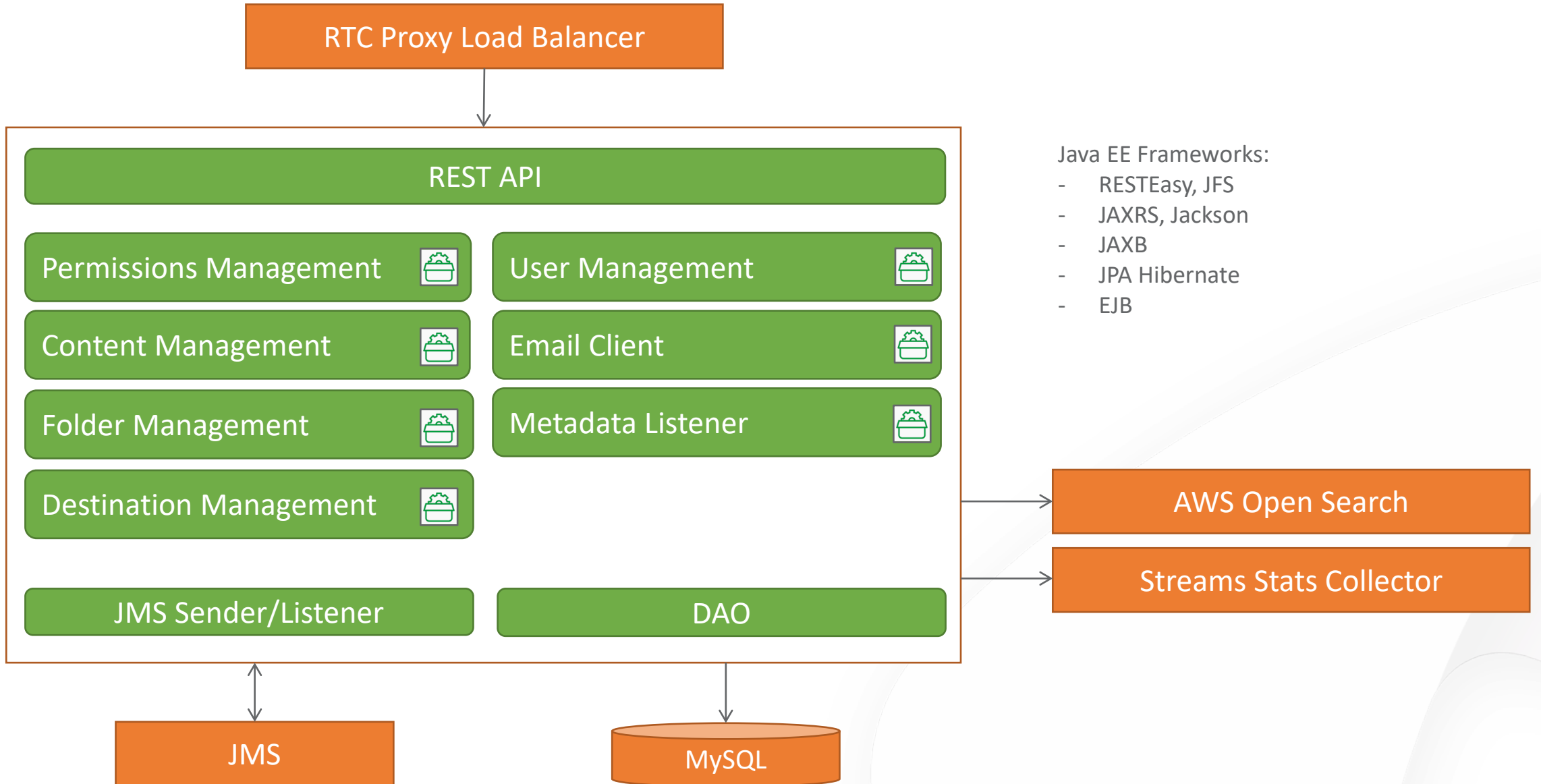
Frontend Apps Architecture: Stream Studio



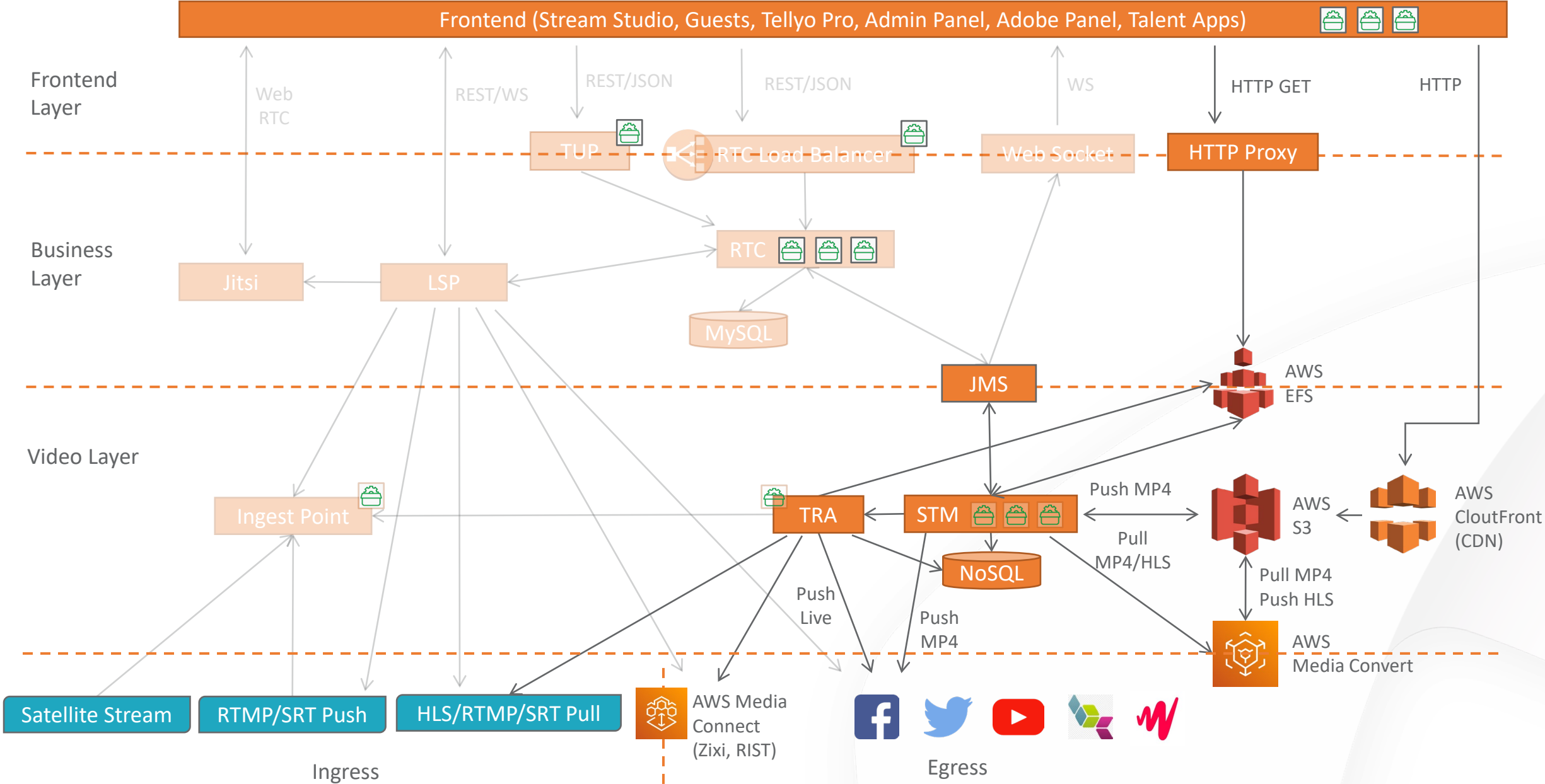
RTC: Architecture Overview



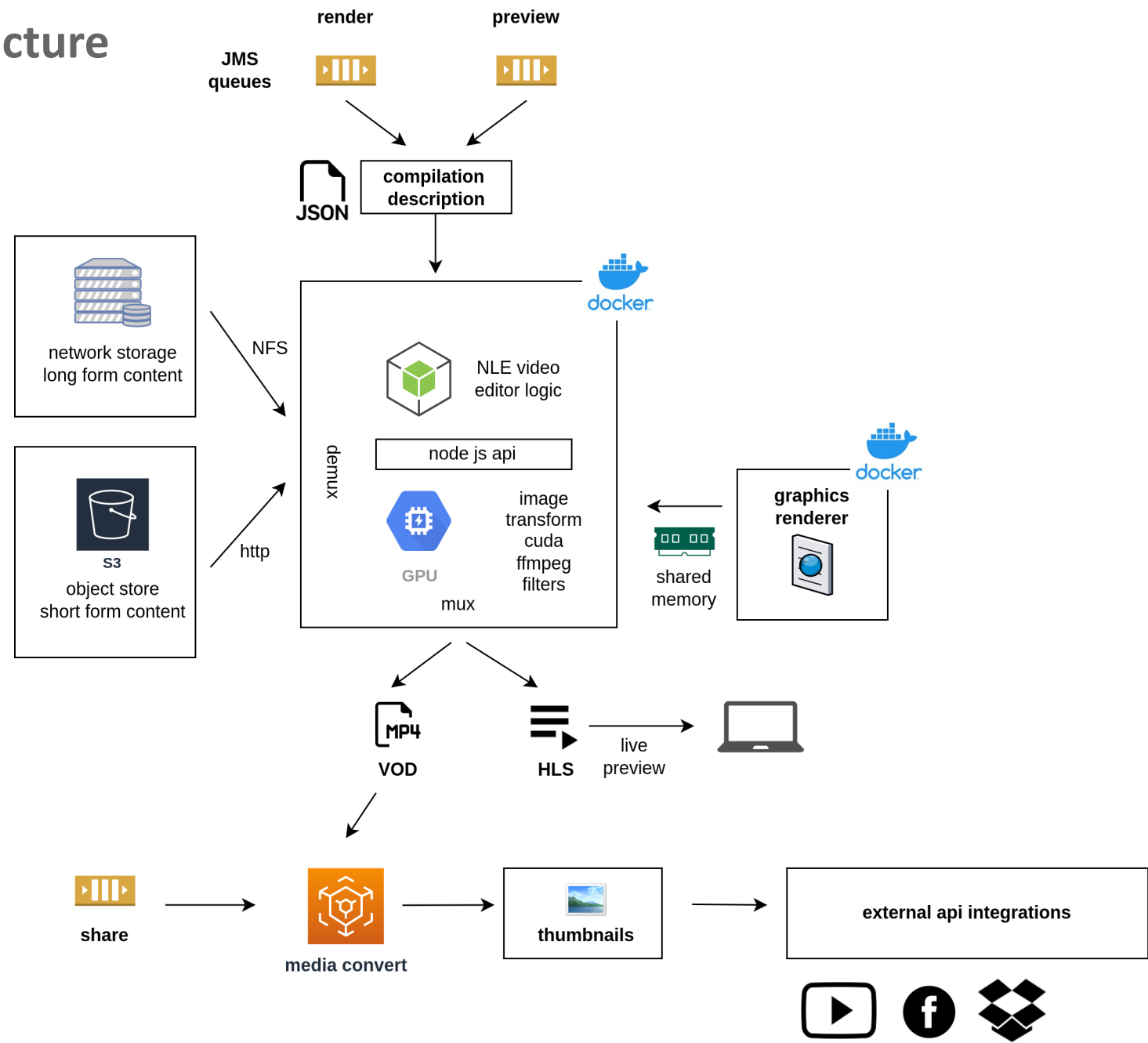
RTC: Application Architecture



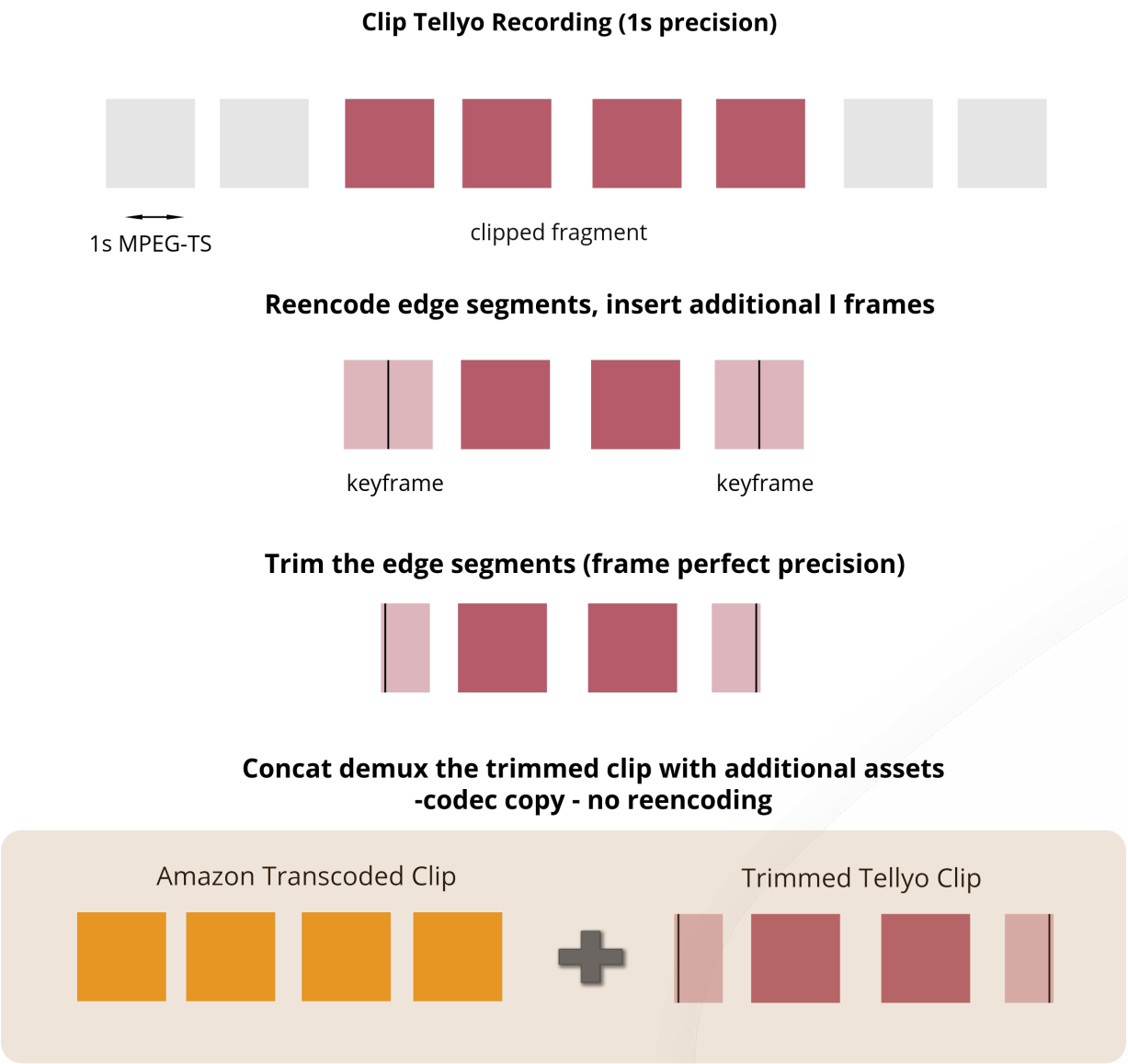
STM, TRA, SM: Architecture Overview



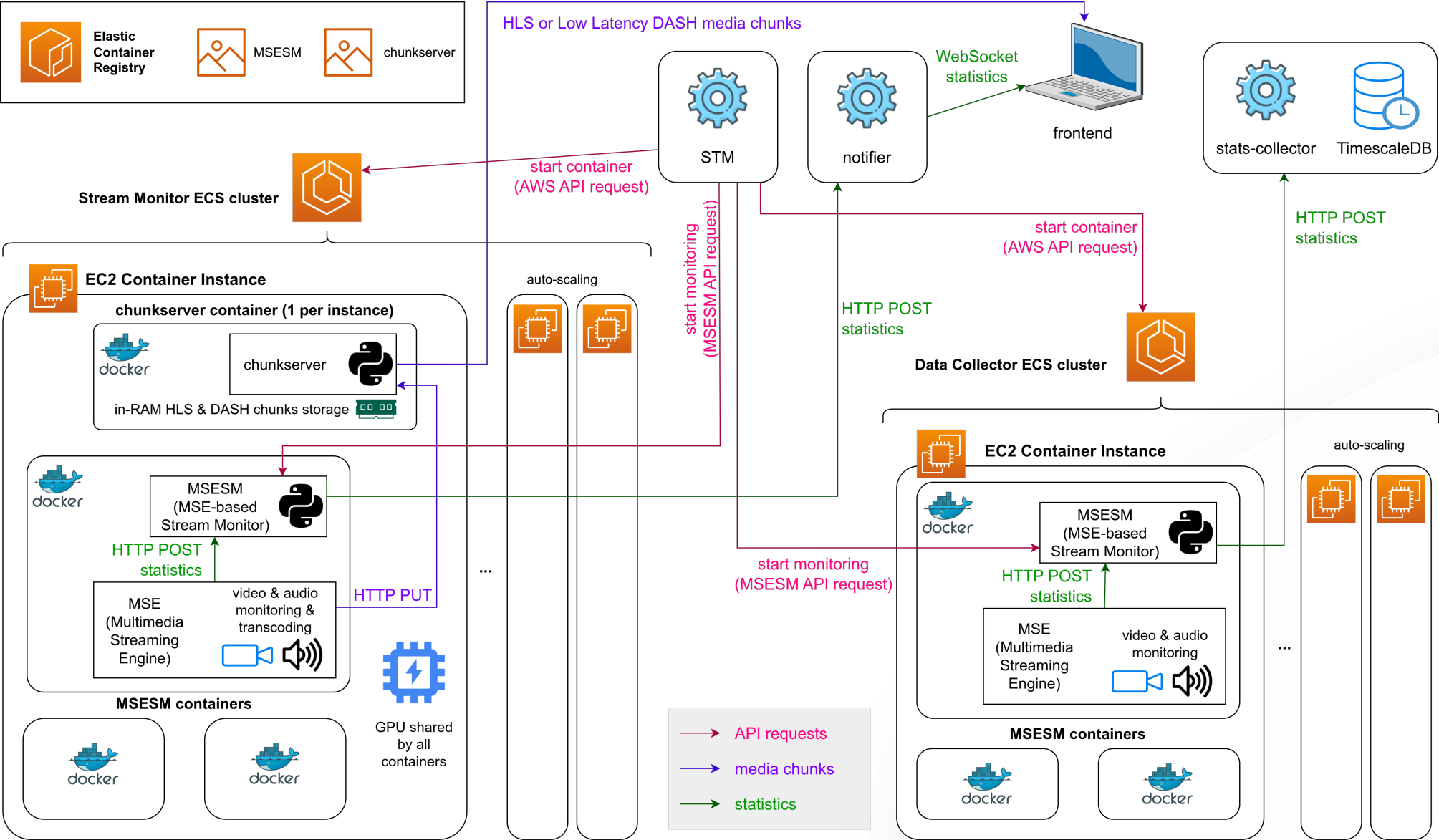
STM: Application Architecture



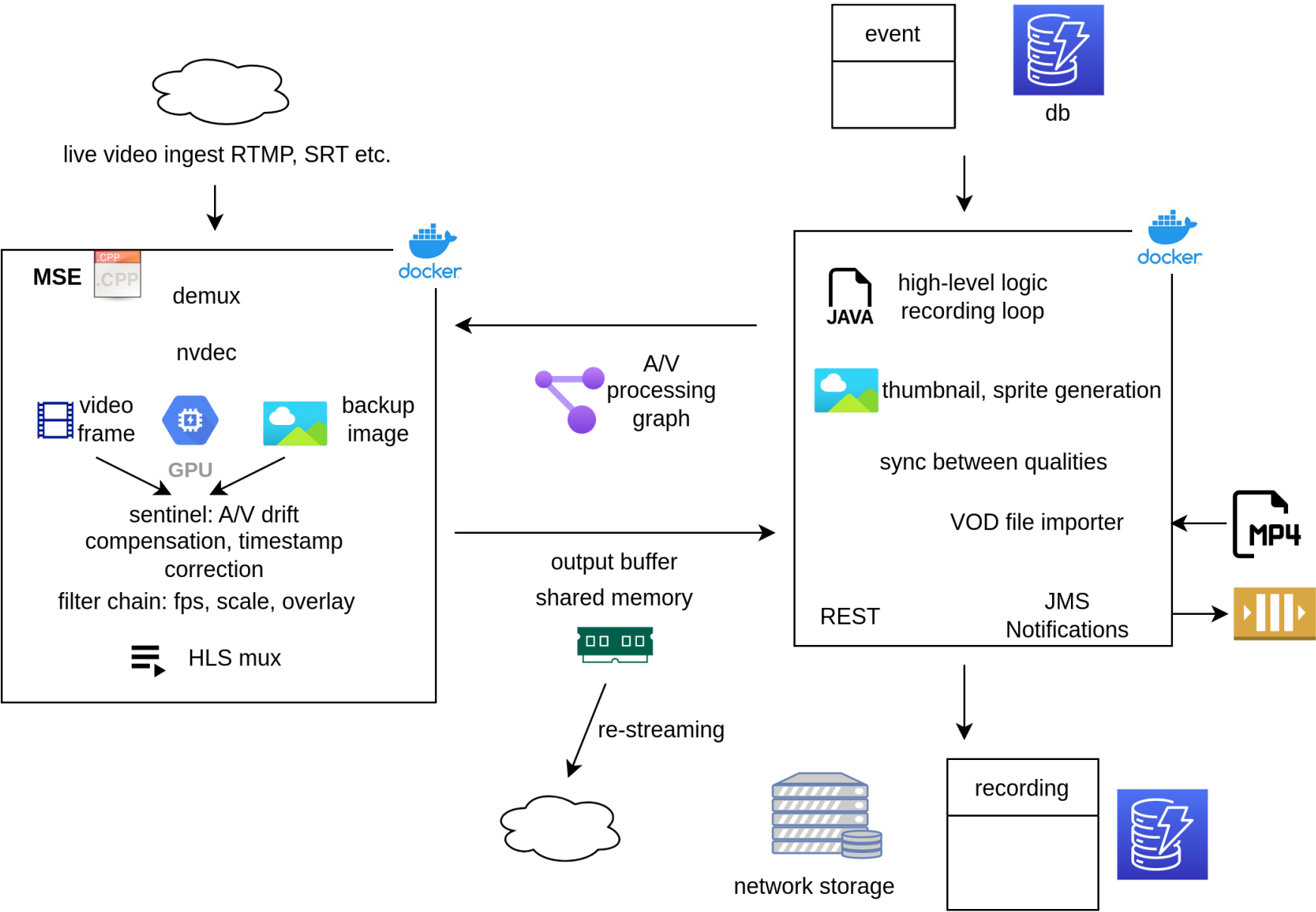
STM: Smart Rendering



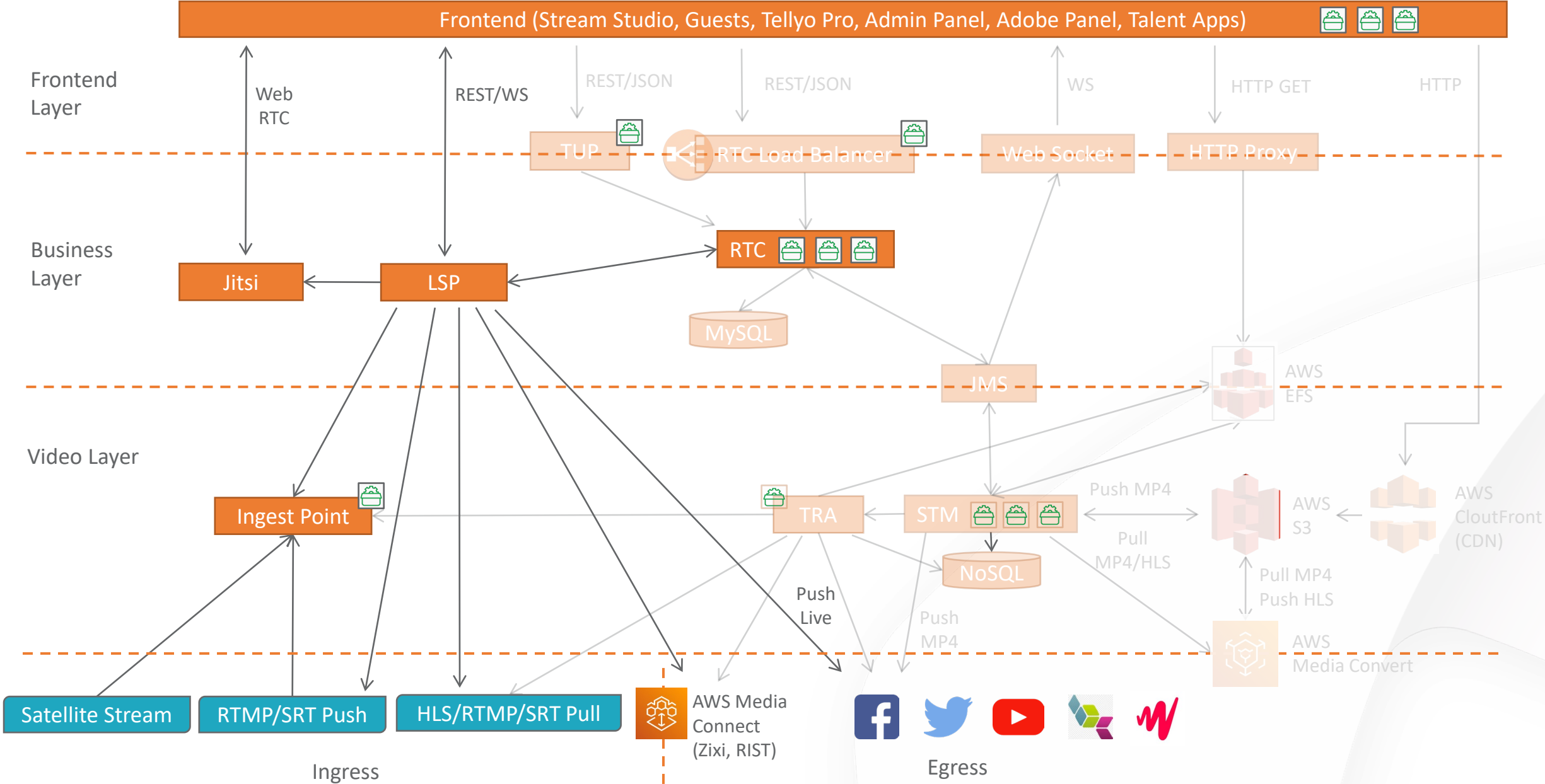
Stream Monitor: Application Architecture



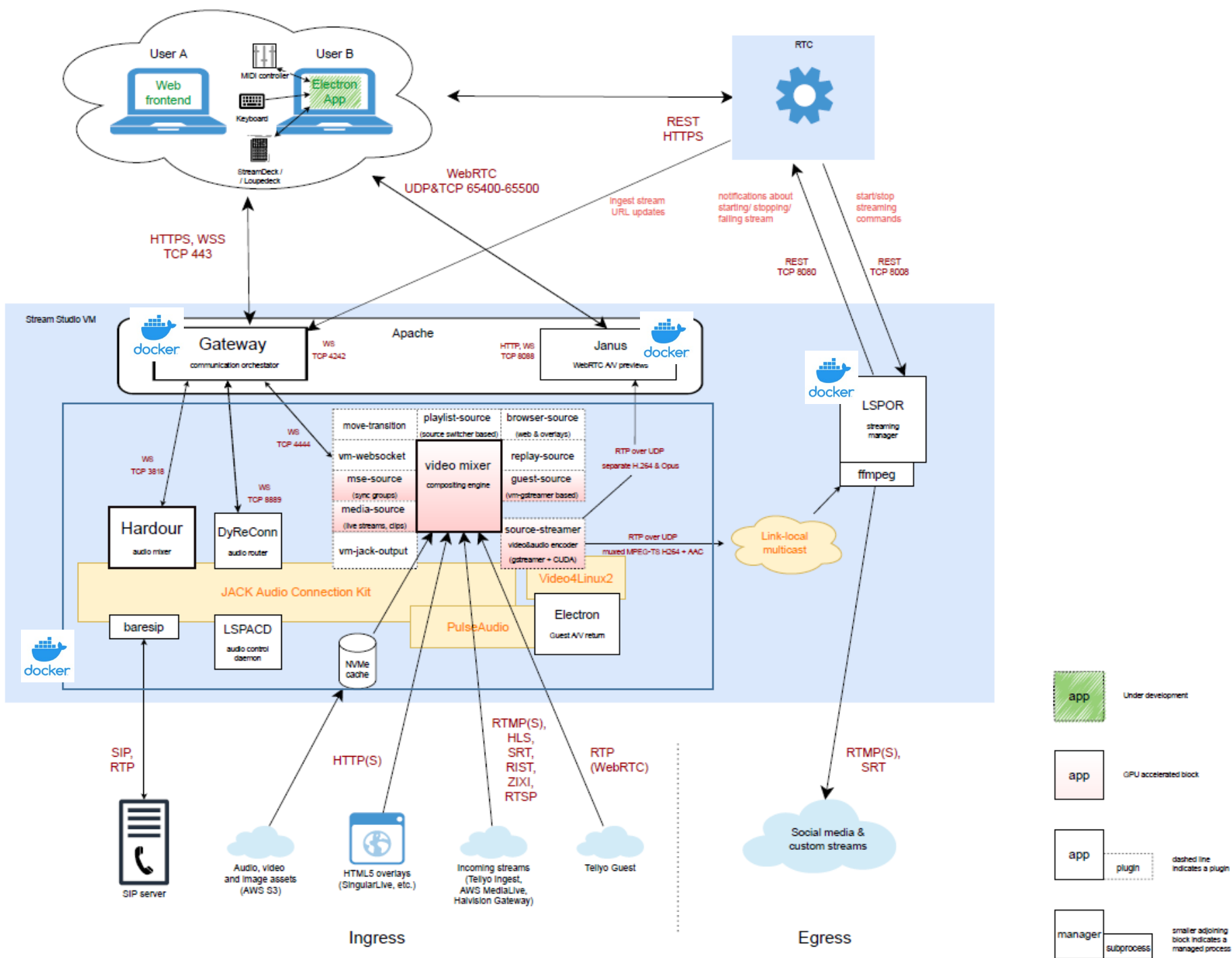
TRA: Application Architecture



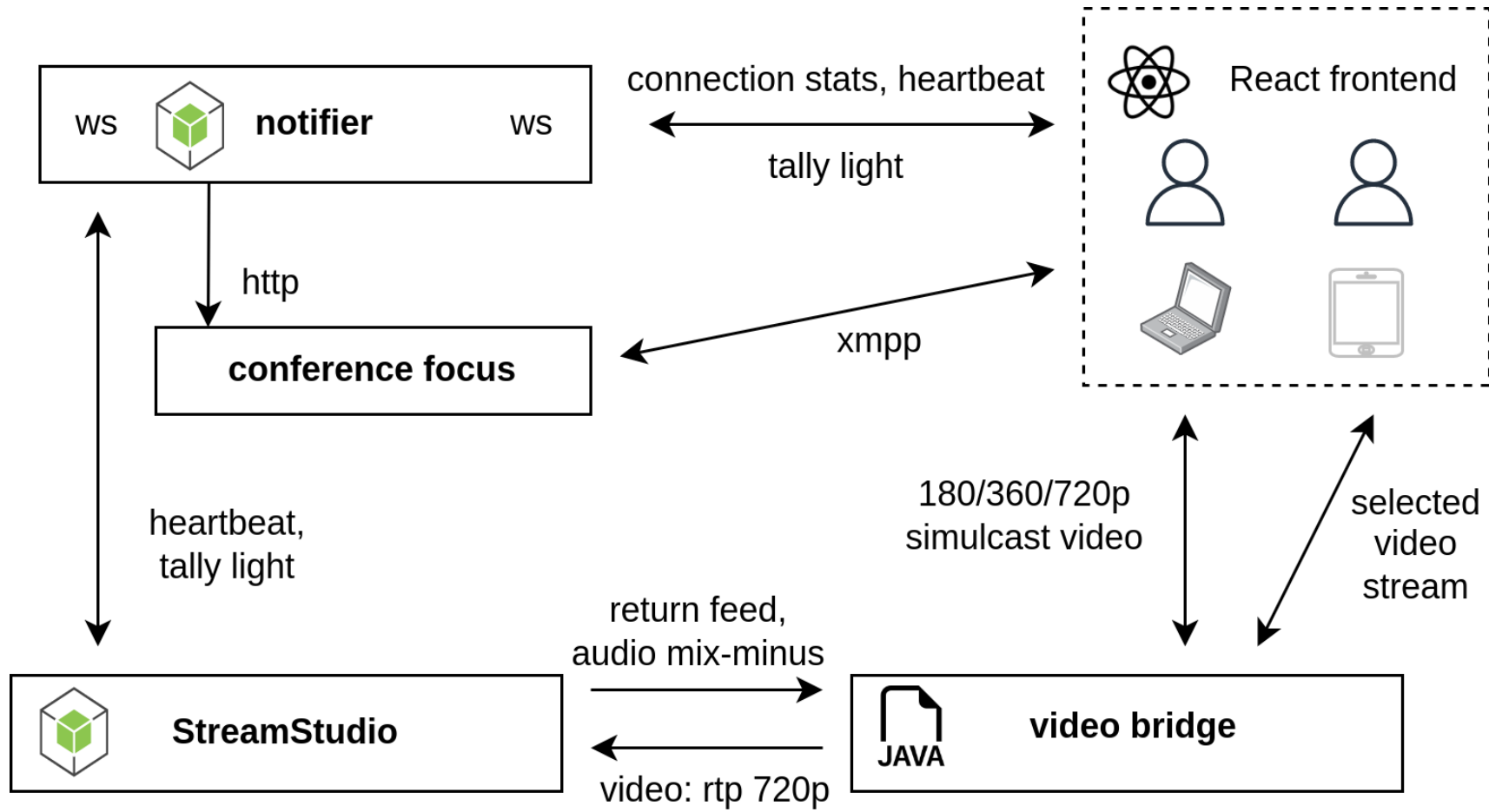
Stream Studio: Architecture Overview



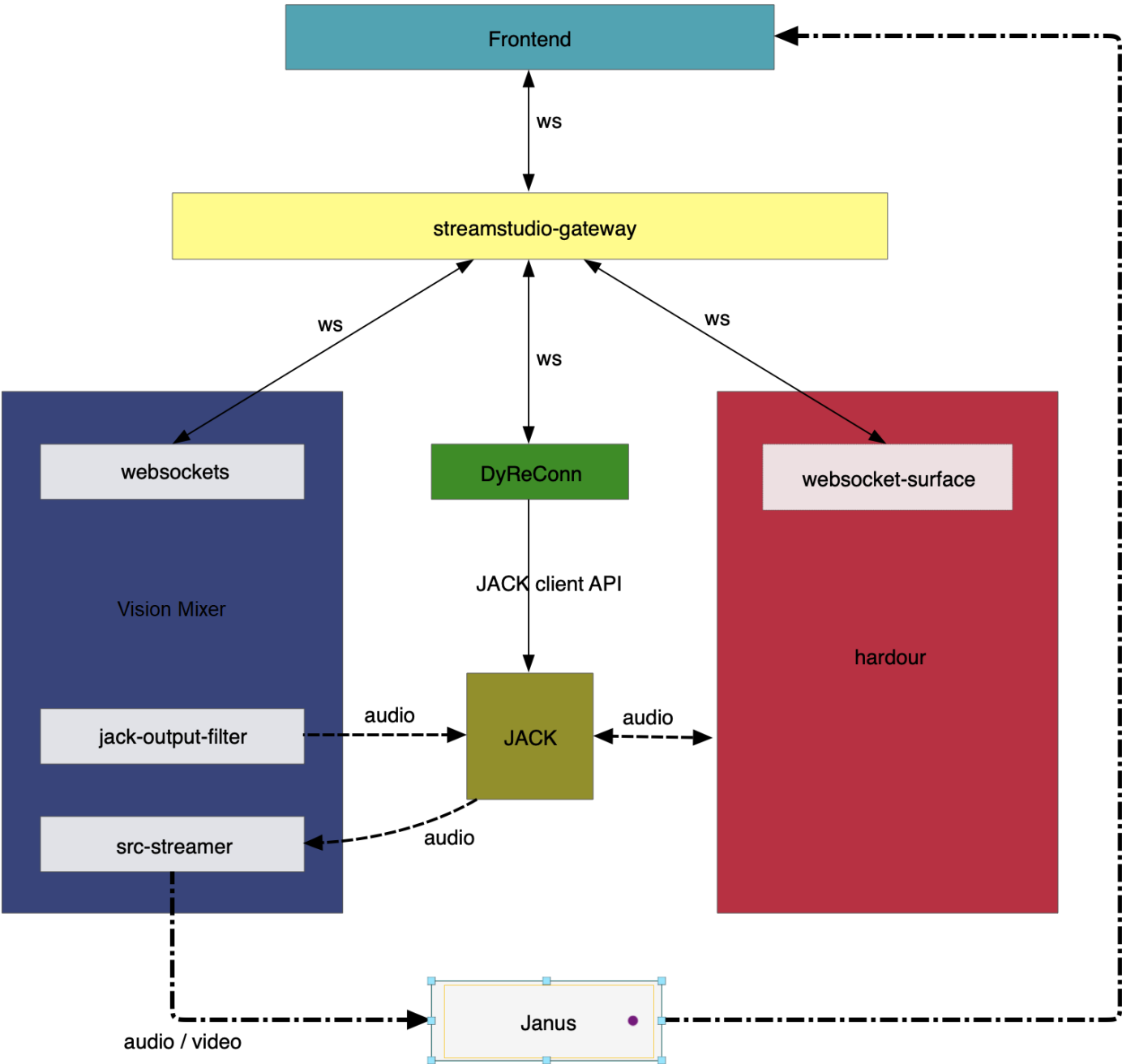
Stream Studio: Application Architecture



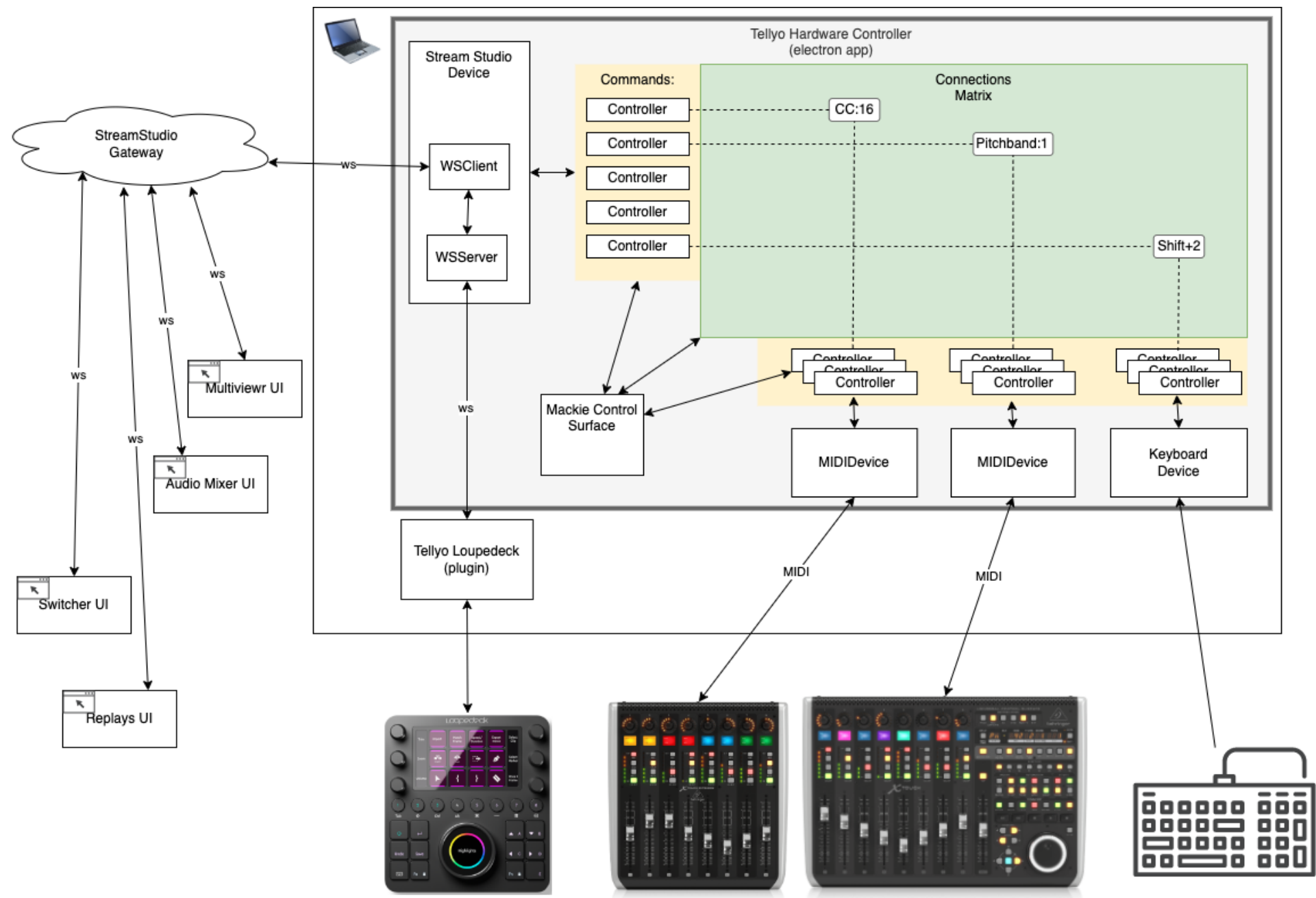
Stream Studio: Guest



Stream Studio: Audio Mixer



Stream Studio: Tellyo Controller



Technology Stack

Frontend Apps

- HTML/CSS/JavaScript/TypeScript
- AngularJS
- ReactJS

Talent Mobile Apps

- iOS
- Android

Adobe Panel

- HTML/CSS/JavaScript

RTC

- Java EE Frameworks:
 - RESTEasy, JAXRS, Jackson, JAXB
 - EJB, JPA Hibernate

STM

- Java EE Frameworks (RESTEasy, JAXRS, Jackson, JAXB, EJB)
- Beamcoder, avmonitor, libav, FFmpeg

TRA

- Java EE Frameworks (RESTEasy, JAXRS, Jackson, JAXB, EJB)
- Nginx, FFmpeg




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90    "open_issues_count": 0,

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91     "license": {
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93         "name": "Other",
94         "spdx_id": "NOASSERTION",
95         "url": null,
96         "node_id": "MDc6TG1jZW5zZTA="
97     },
98     "allow_forking": true,
99     "is_template": false,
100    "web_commit_signoff_required": false,
101    "topics": [],
102    "visibility": "public",
103    "forks": 0,
104    "open_issues": 0,
105    "watchers": 0,
106    "default_branch": "main",
107    "permissions": {
108        "admin": true,
109        "maintain": true,
110        "push": true,
111        "triage": true,
112        "pull": true
113    },
114    "security_and_analysis": {
115        "secret_scanning": {
116            "status": "disabled"
117        },
118        "secret_scanning_push_protection": {
119            "status": "disabled"
120        },
121        "dependabot_security_updates": {
122            "status": "disabled"
123        }
124    }
125 },
126 {
127     "id": 596537545,
128     "node_id": "R_kgDOI45wyQ",
129     "name": "video.js",
130     "full_name": "Tellyo/video.js",
131     "private": false,
132     "owner": {
133         "login": "Tellyo",
134         "id": 5684036,
135         "node_id": "MDEyOk9yZ2FuaXphdG1vbG1jZW5zZTA=",
136         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
137         "gravatar_id": "",
138         "url": "https://api.github.com/users/Tellyo",
139         "html_url": "https://github.com/Tellyo",
140         "followers_url": "https://api.github.com/users/Tellyo/followers",
141         "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
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146         "repos_url": "https://api.github.com/users/Tellyo/repos",
147         "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
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149         "type": "Organization",
150         "site_admin": false
151     },
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154     "fork": true,
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177     "git_commits_url": "https://api.github.com/repos/Tellyo/video.js/git/commits{/sha}",
178     "comments_url": "https://api.github.com/repos/Tellyo/video.js/comments{/number}",
179     "issue_comment_url": "https://api.github.com/repos/Tellyo/video.js/issues/comments{/number}",
180     "contents_url": "https://api.github.com/repos/Tellyo/video.js/contents/{+path}",
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183     "archive_url": "https://api.github.com/repos/Tellyo/video.js/{archive_format}/{ref}",
184     "downloads_url": "https://api.github.com/repos/Tellyo/video.js/downloads",
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186     "pulls_url": "https://api.github.com/repos/Tellyo/video.js/pulls{/number}",
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188     "notifications_url": "https://api.github.com/repos/Tellyo/video.js/notifications{?since,all,participating}",
189     "labels_url": "https://api.github.com/repos/Tellyo/video.js/labels{/name}",
190     "releases_url": "https://api.github.com/repos/Tellyo/video.js/releases{/id}",
191     "deployments_url": "https://api.github.com/repos/Tellyo/video.js/deployments",
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193     "updated_at": "2023-02-02T11:22:23Z",
194     "pushed_at": "2023-02-02T14:42:16Z",
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196     "ssh_url": "git@github.com:Tellyo/video.js.git",
197     "clone_url": "https://github.com/Tellyo/video.js.git",
198     "svn_url": "https://github.com/Tellyo/video.js",
199     "homepage": "https://videojs.com",
200     "size": 126238,
201     "stargazers_count": 0,
202     "watchers_count": 0,
203     "language": null,
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206     "has_downloads": false,
207     "has_wiki": true,
208     "has_pages": false,
209     "has_discussions": false,
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212     "archived": false,
213     "disabled": false,
214     "open_issues_count": 0,
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216         "key": "other",
217         "name": "Other",
218         "spdx_id": "NOASSERTION",
219         "url": null,
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221     },
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229     "watchers": 0,
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235         "triage": true,
236         "pull": true
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238     "security_and_analysis": {
239         "secret_scanning": {
240             "status": "disabled"
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242         "secret_scanning_push_protection": {
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246             "status": "disabled"
247         }
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249 },
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252     "node_id": "R_kgDOGKMtXw",
253     "name": "gst-meet",
254     "full_name": "Tellyo/gst-meet",
255     "private": false,
256     "owner": {
257         "login": "Tellyo",
258         "id": 5684036,
259         "node_id": "MDEyOk9yZ2FuaXphdGlvbGJlU20DQWZyY=",
260         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
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271         "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
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273         "type": "Organization",
274         "site_admin": false

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275 },
276 "html_url": "https://github.com/Tellyo/gst-meet",
277 "description": "Connect GStreamer pipelines to Jitsi Meet conferences",
278 "fork": true,
279 "url": "https://api.github.com/repos/Tellyo/gst-meet",
280 "forks_url": "https://api.github.com/repos/Tellyo/gst-meet/forks",
281 "keys_url": "https://api.github.com/repos/Tellyo/gst-meet/keys{/key_id}",
282 "collaborators_url": "https://api.github.com/repos/Tellyo/gst-meet/collaborators{/collaborator}",
283 "teams_url": "https://api.github.com/repos/Tellyo/gst-meet/teams",
284 "hooks_url": "https://api.github.com/repos/Tellyo/gst-meet/hooks",
285 "issue_events_url": "https://api.github.com/repos/Tellyo/gst-meet/issues/events{/number}",
286 "events_url": "https://api.github.com/repos/Tellyo/gst-meet/events",
287 "assignees_url": "https://api.github.com/repos/Tellyo/gst-meet/assignees{/user}",
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289 "tags_url": "https://api.github.com/repos/Tellyo/gst-meet/tags",
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291 "git_tags_url": "https://api.github.com/repos/Tellyo/gst-meet/git/tags{/sha}",
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294 "statuses_url": "https://api.github.com/repos/Tellyo/gst-meet/statuses{/sha}",
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296 "stargazers_url": "https://api.github.com/repos/Tellyo/gst-meet/stargazers",
297 "contributors_url": "https://api.github.com/repos/Tellyo/gst-meet/contributors",
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305 "compare_url": "https://api.github.com/repos/Tellyo/gst-meet/compare/{base}...{head}",
306 "merges_url": "https://api.github.com/repos/Tellyo/gst-meet/merges",
307 "archive_url": "https://api.github.com/repos/Tellyo/gst-meet/{archive_format}/{ref}",
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310 "pulls_url": "https://api.github.com/repos/Tellyo/gst-meet/pulls{/number}",
311 "milestones_url": "https://api.github.com/repos/Tellyo/gst-meet/milestones{/number}",
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314 "releases_url": "https://api.github.com/repos/Tellyo/gst-meet/releases{/id}",
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345 },
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353 "watchers": 0,
354 "default_branch": "master",
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357   "maintain": true,
358   "push": true,
359   "triage": true,
360   "pull": true
361 },
362 "security_and_analysis": {
363   "secret_scanning": {
364     "status": "disabled"
365   },
366   "secret_scanning_push_protection": {

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469     },
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506         "id": 5684036,
507         "node_id": "MDEyOk9yZ2FuaXphdGlvbGU2ODQwMzY=",
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895     "keys_url": "https://api.github.com/repos/Tellyo/yasea/keys{/key_id}",
896     "collaborators_url": "https://api.github.com/repos/Tellyo/yasea/collaborators{/collaborator}",
897     "teams_url": "https://api.github.com/repos/Tellyo/yasea/teams",
898     "hooks_url": "https://api.github.com/repos/Tellyo/yasea/hooks",
899     "issue_events_url": "https://api.github.com/repos/Tellyo/yasea/issues/events{/number}",
900     "events_url": "https://api.github.com/repos/Tellyo/yasea/events",
901     "assignees_url": "https://api.github.com/repos/Tellyo/yasea/assignees{/user}",
902     "branches_url": "https://api.github.com/repos/Tellyo/yasea/branches{/branch}",
903     "tags_url": "https://api.github.com/repos/Tellyo/yasea/tags",
904     "blobs_url": "https://api.github.com/repos/Tellyo/yasea/git/blobs{/sha}",
905     "git_tags_url": "https://api.github.com/repos/Tellyo/yasea/git/tags{/sha}",
906     "git_refs_url": "https://api.github.com/repos/Tellyo/yasea/git/refs{/sha}",
907     "trees_url": "https://api.github.com/repos/Tellyo/yasea/git/trees{/sha}",
908     "statuses_url": "https://api.github.com/repos/Tellyo/yasea/statuses{/sha}",
909     "languages_url": "https://api.github.com/repos/Tellyo/yasea/languages",
910     "stargazers_url": "https://api.github.com/repos/Tellyo/yasea/stargazers",
911     "contributors_url": "https://api.github.com/repos/Tellyo/yasea/contributors",
912     "subscribers_url": "https://api.github.com/repos/Tellyo/yasea/subscribers",
913     "subscription_url": "https://api.github.com/repos/Tellyo/yasea/subscription",
914     "commits_url": "https://api.github.com/repos/Tellyo/yasea/commits{/sha}",
915     "git_commits_url": "https://api.github.com/repos/Tellyo/yasea/git/commits{/sha}",
916     "comments_url": "https://api.github.com/repos/Tellyo/yasea/comments{/number}",
917     "issue_comment_url": "https://api.github.com/repos/Tellyo/yasea/issues/comments{/number}",
918     "contents_url": "https://api.github.com/repos/Tellyo/yasea/contents/{+path}",

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920     "merges_url": "https://api.github.com/repos/Tellyo/yasea/merges",
921     "archive_url": "https://api.github.com/repos/Tellyo/yasea/{archive_format}/{ref}",
922     "downloads_url": "https://api.github.com/repos/Tellyo/yasea/downloads",
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924     "pulls_url": "https://api.github.com/repos/Tellyo/yasea/pulls{/number}",
925     "milestones_url": "https://api.github.com/repos/Tellyo/yasea/milestones{/number}",
926     "notifications_url": "https://api.github.com/repos/Tellyo/yasea/notifications{?since,all,participating}",
927     "labels_url": "https://api.github.com/repos/Tellyo/yasea/labels{/name}",
928     "releases_url": "https://api.github.com/repos/Tellyo/yasea/releases{/id}",
929     "deployments_url": "https://api.github.com/repos/Tellyo/yasea/deployments",
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931     "updated_at": "2017-08-10T12:58:13Z",
932     "pushed_at": "2017-08-10T10:04:13Z",
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936     "svn_url": "https://github.com/Tellyo/yasea",
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955         "name": "MIT License",
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957         "url": "https://api.github.com/licenses/mit",
958         "node_id": "MDc6TGljZW5zZTEz"
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974         "pull": true
975     },
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979         },
980         "secret_scanning_push_protection": {
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982         },
983         "dependabot_security_updates": {
984             "status": "disabled"
985         }
986     }
987 },
988 {
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990     "node_id": "MDEwO1l1cG9zaXRvcnk4MjY2NjY4Mg==",
991     "name": "capture-android",
992     "full_name": "Tellyo/capture-android",
993     "private": true,
994     "owner": {
995         "login": "Tellyo",
996         "id": 5684036,
997         "node_id": "MDEyOk9yZ2FuaXphdGlvbU2ODQwMzY=",
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999         "gravatar_id": "",
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1006        "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
1007        "organizations_url": "https://api.github.com/users/Tellyo/orgs",
1008        "repos_url": "https://api.github.com/users/Tellyo/repos",
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1021 "teams_url": "https://api.github.com/repos/Tellyo/capture-android/teams",
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1024 "events_url": "https://api.github.com/repos/Tellyo/capture-android/events",
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1035 "contributors_url": "https://api.github.com/repos/Tellyo/capture-android/contributors",
1036 "subscribers_url": "https://api.github.com/repos/Tellyo/capture-android/subscribers",
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1039 "git_commits_url": "https://api.github.com/repos/Tellyo/capture-android/git/commits{/sha}",
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1042 "contents_url": "https://api.github.com/repos/Tellyo/capture-android/contents/{+path}",
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1055 "updated_at": "2017-02-21T14:32:18Z",
1056 "pushed_at": "2019-08-02T06:28:31Z",
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1058 "ssh_url": "git@github.com:Tellyo/capture-android.git",
1059 "clone_url": "https://github.com/Tellyo/capture-android.git",
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1091     "triage": true,
1092     "pull": true
1093 },
1094 "security_and_analysis": {
1095     "secret_scanning": {
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1102         "status": "disabled"
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1177   "clone_url": "https://github.com/Tellyo/infrastructure.git",
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1182   "watchers_count": 0,
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1188   "has_pages": false,
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1265     "git_tags_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/git/tags{/sha}",
1266     "git_refs_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/git/refs{/sha}",
1267     "trees_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/git/trees{/sha}",
1268     "statuses_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/statuses/{sha}",
1269     "languages_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/languages",
1270     "stargazers_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/stargazers",
1271     "contributors_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/contributors",
1272     "subscribers_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/subscribers",
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1275     "git_commits_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/git/commits{/sha}",
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1277     "issue_comment_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/issues/comments{/number}",
1278     "contents_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/contents/{+path}",
1279     "compare_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/compare/{base}...{head}",
1280     "merges_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/merges",
1281     "archive_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/{archive_format}/{ref}",
1282     "downloads_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/downloads",
1283     "issues_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/issues{/number}",
1284     "pulls_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/pulls{/number}",
1285     "milestones_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/milestones{/number}",
1286     "notifications_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/notifications{?since,all,participating}",

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1287 "labels_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/labels{/name}",
1288 "releases_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/releases{/id}",
1289 "deployments_url": "https://api.github.com/repos/Tellyo/nginx-rtmp-module/deployments",
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1291 "updated_at": "2019-11-12T14:27:11Z",
1292 "pushed_at": "2019-11-12T14:27:04Z",
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1294 "ssh_url": "git@github.com:Tellyo/nginx-rtmp-module.git",
1295 "clone_url": "https://github.com/Tellyo/nginx-rtmp-module.git",
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1305 "has_wiki": true,
1306 "has_pages": false,
1307 "has_discussions": false,
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1309 "mirror_url": null,
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1315   "name": "BSD 2-Clause \"Simplified\" License",
1316   "spdx_id": "BSD-2-Clause",
1317   "url": "https://api.github.com/licenses/bsd-2-clause",
1318   "node_id": "MDc6TG1jZW5zZTQ="
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1335 },
1336 "security_and_analysis": {
1337   "secret_scanning": {
1338     "status": "disabled"
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1344     "status": "disabled"
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1347 },
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1351   "name": "admin-panel",
1352   "full_name": "Tellyo/admin-panel",
1353   "private": true,
1354   "owner": {
1355     "login": "Tellyo",
1356     "id": 5684036,
1357     "node_id": "MDEyOk9yZ2FuaXphdGlvbjU2ODQwMzY=",
1358     "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
1359     "gravatar_id": "",
1360     "url": "https://api.github.com/users/Tellyo",
1361     "html_url": "https://github.com/Tellyo",
1362     "followers_url": "https://api.github.com/users/Tellyo/followers",
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1368     "repos_url": "https://api.github.com/users/Tellyo/repos",
1369     "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
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1373   },
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1377   "url": "https://api.github.com/repos/Tellyo/admin-panel",
1378   "forks_url": "https://api.github.com/repos/Tellyo/admin-panel/forks",

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1381 "teams_url": "https://api.github.com/repos/Tellyo/admin-panel/teams",
1382 "hooks_url": "https://api.github.com/repos/Tellyo/admin-panel/hooks",
1383 "issue_events_url": "https://api.github.com/repos/Tellyo/admin-panel/issues/events{/number}",
1384 "events_url": "https://api.github.com/repos/Tellyo/admin-panel/events",
1385 "assignees_url": "https://api.github.com/repos/Tellyo/admin-panel/assignees{/user}",
1386 "branches_url": "https://api.github.com/repos/Tellyo/admin-panel/branches{/branch}",
1387 "tags_url": "https://api.github.com/repos/Tellyo/admin-panel/tags",
1388 "blobs_url": "https://api.github.com/repos/Tellyo/admin-panel/git/blobs{/sha}",
1389 "git_tags_url": "https://api.github.com/repos/Tellyo/admin-panel/git/tags{/sha}",
1390 "git_refs_url": "https://api.github.com/repos/Tellyo/admin-panel/git/refs{/sha}",
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1394 "stargazers_url": "https://api.github.com/repos/Tellyo/admin-panel/stargazers",
1395 "contributors_url": "https://api.github.com/repos/Tellyo/admin-panel/contributors",
1396 "subscribers_url": "https://api.github.com/repos/Tellyo/admin-panel/subscribers",
1397 "subscription_url": "https://api.github.com/repos/Tellyo/admin-panel/subscription",
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1402 "contents_url": "https://api.github.com/repos/Tellyo/admin-panel/contents/{+path}",
1403 "compare_url": "https://api.github.com/repos/Tellyo/admin-panel/compare/{base}...{head}",
1404 "merges_url": "https://api.github.com/repos/Tellyo/admin-panel/merges",
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1406 "downloads_url": "https://api.github.com/repos/Tellyo/admin-panel/downloads",
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1408 "pulls_url": "https://api.github.com/repos/Tellyo/admin-panel/pulls{/number}",
1409 "milestones_url": "https://api.github.com/repos/Tellyo/admin-panel/milestones{/number}",
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1415 "updated_at": "2021-12-16T09:45:56Z",
1416 "pushed_at": "2023-09-15T12:32:59Z",
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1418 "ssh_url": "git@github.com:Tellyo/admin-panel.git",
1419 "clone_url": "https://github.com/Tellyo/admin-panel.git",
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1422 "size": 68217,
1423 "stargazers_count": 0,
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1429 "has_wiki": true,
1430 "has_pages": false,
1431 "has_discussions": false,
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1433 "mirror_url": null,
1434 "archived": false,
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1439   "name": "MIT License",
1440   "spdx_id": "MIT",
1441   "url": "https://api.github.com/licenses/mit",
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1443 },
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1457   "triage": true,
1458   "pull": true
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1460 "security_and_analysis": {
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1462     "status": "disabled"
1463   },
1464   "secret_scanning_push_protection": {
1465     "status": "disabled"
1466   },
1467   "dependabot_security_updates": {
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1479         "login": "Tellyo",
1480         "id": 5684036,
1481         "node_id": "MDEyOk9yZ2FuaXphdGlvbG9zaXRvcnk3MzA4NTYxOA==",
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1504     "collaborators_url": "https://api.github.com/repos/Tellyo/overlays-sdk/collaborators{/collaborator}",
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1575         "triage": true,
1576         "pull": true
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1646     "merges_url": "https://api.github.com/repos/Tellyo/blog/merges",
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1650     "pulls_url": "https://api.github.com/repos/Tellyo/blog/pulls{/number}",
1651     "milestones_url": "https://api.github.com/repos/Tellyo/blog/milestones{/number}",
1652     "notifications_url": "https://api.github.com/repos/Tellyo/blog/notifications{?since,all,participating}",
1653     "labels_url": "https://api.github.com/repos/Tellyo/blog/labels{/name}",
1654     "releases_url": "https://api.github.com/repos/Tellyo/blog/releases{/id}",

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1660     "ssh_url": "git@github.com:Tellyo/blog.git",
1661     "clone_url": "https://github.com/Tellyo/blog.git",
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1671     "has_wiki": true,
1672     "has_pages": false,
1673     "has_discussions": false,
1674     "forks_count": 0,
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1695     },
1696     "security_and_analysis": {
1697         "secret_scanning": {
1698             "status": "disabled"
1699         },
1700         "secret_scanning_push_protection": {
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1815     "secret_scanning": {
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1911 "mirror_url": null,
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1916 "allow_forking": true,
1917 "is_template": false,
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1919 "topics": [],
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1923 "watchers": 0,
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1929     "triage": true,
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1931 },
1932 "security_and_analysis": {
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1940     "status": "disabled"
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2004   "pulls_url": "https://api.github.com/repos/Tellyo/insight/pulls{/number}",
2005   "milestones_url": "https://api.github.com/repos/Tellyo/insight/milestones{/number}",
2006   "notifications_url": "https://api.github.com/repos/Tellyo/insight/notifications{?since,all,participating}",
2007   "labels_url": "https://api.github.com/repos/Tellyo/insight/labels{/name}",
2008   "releases_url": "https://api.github.com/repos/Tellyo/insight/releases{/id}",
2009   "deployments_url": "https://api.github.com/repos/Tellyo/insight/deployments",
2010   "created_at": "2015-06-17T12:48:20Z",
2011   "updated_at": "2016-02-15T15:55:36Z",
2012   "pushed_at": "2016-02-15T15:55:35Z",
2013   "git_url": "git://github.com/Tellyo/insight.git",
2014   "ssh_url": "git@github.com:Tellyo/insight.git",
2015   "clone_url": "https://github.com/Tellyo/insight.git",
2016   "svn_url": "https://github.com/Tellyo/insight",
2017   "homepage": null,
2018   "size": 6606,
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2022   "has_issues": true,

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2028     "forks_count": 0,
2029     "mirror_url": null,
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2031     "disabled": false,
2032     "open_issues_count": 0,
2033     "license": null,
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2037     "topics": [],
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2041     "watchers": 0,
2042     "default_branch": "master",
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2044         "admin": true,
2045         "maintain": true,
2046         "push": true,
2047         "triage": true,
2048         "pull": true
2049     },
2050     "security_and_analysis": {
2051         "secret_scanning": {
2052             "status": "disabled"
2053         },
2054         "secret_scanning_push_protection": {
2055             "status": "disabled"
2056         },
2057         "dependabot_security_updates": {
2058             "status": "disabled"
2059         }
2060     }
2061 },
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2066     "full_name": "Tellyo/websocket-notifier",
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2070         "id": 5684036,
2071         "node_id": "MDEyOk9yZ2FuaXphdGlvbU20DQwMzY=",
2072         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
2073         "gravatar_id": "",
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2094     "collaborators_url": "https://api.github.com/repos/Tellyo/websocket-notifier/collaborators{/collaborator}",
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2097     "issue_events_url": "https://api.github.com/repos/Tellyo/websocket-notifier/issues/events{/number}",
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2099     "assignees_url": "https://api.github.com/repos/Tellyo/websocket-notifier/assignees{/user}",
2100     "branches_url": "https://api.github.com/repos/Tellyo/websocket-notifier/branches{/branch}",
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2111     "subscription_url": "https://api.github.com/repos/Tellyo/websocket-notifier/subscription",
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2113     "git_commits_url": "https://api.github.com/repos/Tellyo/websocket-notifier/git/commits{/sha}",
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2115     "issue_comment_url": "https://api.github.com/repos/Tellyo/websocket-notifier/issues/comments{/number}",
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2117     "compare_url": "https://api.github.com/repos/Tellyo/websocket-notifier/compare/{base}...{head}",
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2119     "archive_url": "https://api.github.com/repos/Tellyo/websocket-notifier/{archive_format}/{ref}",
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2124     "notifications_url": "https://api.github.com/repos/Tellyo/websocket-notifier/notifications{?since,all,participating}",
2125     "labels_url": "https://api.github.com/repos/Tellyo/websocket-notifier/labels{/name}",
2126     "releases_url": "https://api.github.com/repos/Tellyo/websocket-notifier/releases{/id}",
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2129     "updated_at": "2021-11-19T14:44:52Z",
2130     "pushed_at": "2023-09-08T09:23:51Z",
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2133     "clone_url": "https://github.com/Tellyo/websocket-notifier.git",
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2138     "watchers_count": 0,
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2158     "open_issues": 0,
2159     "watchers": 0,
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2163         "maintain": true,
2164         "push": true,
2165         "triage": true,
2166         "pull": true
2167     },
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2169         "secret_scanning": {
2170             "status": "disabled"
2171         },
2172         "secret_scanning_push_protection": {
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2176             "status": "disabled"
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2189         "node_id": "MDEyOk9yZ2FuaXphdGlvbjU2ODQwMzY=",
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2195         "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
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2207 "description": "Twitter Video Card with a player.",
2208 "fork": false,
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2210 "forks_url": "https://api.github.com/repos/Tellyo/twitterplayer/forks",
2211 "keys_url": "https://api.github.com/repos/Tellyo/twitterplayer/keys{/key_id}",
2212 "collaborators_url": "https://api.github.com/repos/Tellyo/twitterplayer/collaborators{/collaborator}",
2213 "teams_url": "https://api.github.com/repos/Tellyo/twitterplayer/teams",
2214 "hooks_url": "https://api.github.com/repos/Tellyo/twitterplayer/hooks",
2215 "issue_events_url": "https://api.github.com/repos/Tellyo/twitterplayer/issues/events{/number}",
2216 "events_url": "https://api.github.com/repos/Tellyo/twitterplayer/events",
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2227 "contributors_url": "https://api.github.com/repos/Tellyo/twitterplayer/contributors",
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2229 "subscription_url": "https://api.github.com/repos/Tellyo/twitterplayer/subscription",
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2231 "git_commits_url": "https://api.github.com/repos/Tellyo/twitterplayer/git/commits{/sha}",
2232 "comments_url": "https://api.github.com/repos/Tellyo/twitterplayer/comments{/number}",
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2234 "contents_url": "https://api.github.com/repos/Tellyo/twitterplayer/contents/{+path}",
2235 "compare_url": "https://api.github.com/repos/Tellyo/twitterplayer/compare/{base}...{head}",
2236 "merges_url": "https://api.github.com/repos/Tellyo/twitterplayer/merges",
2237 "archive_url": "https://api.github.com/repos/Tellyo/twitterplayer/{archive_format}/{ref}",
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2241 "milestones_url": "https://api.github.com/repos/Tellyo/twitterplayer/milestones{/number}",
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2243 "labels_url": "https://api.github.com/repos/Tellyo/twitterplayer/labels{/name}",
2244 "releases_url": "https://api.github.com/repos/Tellyo/twitterplayer/releases{/id}",
2245 "deployments_url": "https://api.github.com/repos/Tellyo/twitterplayer/deployments",
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2247 "updated_at": "2016-09-07T08:43:35Z",
2248 "pushed_at": "2017-05-09T11:56:20Z",
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2251 "clone_url": "https://github.com/Tellyo/twitterplayer.git",
2252 "svn_url": "https://github.com/Tellyo/twitterplayer",
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2255 "stargazers_count": 0,
2256 "watchers_count": 0,
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2261 "has_wiki": true,
2262 "has_pages": false,
2263 "has_discussions": false,
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2266 "archived": false,
2267 "disabled": false,
2268 "open_issues_count": 0,
2269 "license": null,
2270 "allow_forking": true,
2271 "is_template": false,
2272 "web_commit_signoff_required": false,
2273 "topics": [],
2274 "visibility": "private",
2275 "forks": 0,
2276 "open_issues": 0,
2277 "watchers": 0,
2278 "default_branch": "master",
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2280   "admin": true,
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2282   "push": true,
2283   "triage": true,
2284   "pull": true
2285 },
2286 "security_and_analysis": {
2287   "secret_scanning": {
2288     "status": "disabled"
2289   },
2290   "secret_scanning_push_protection": {
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2299 "id": 28667407,
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2310   "url": "https://api.github.com/users/Tellyo",
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2312   "followers_url": "https://api.github.com/users/Tellyo/followers",
2313   "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
2314   "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",
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2317   "organizations_url": "https://api.github.com/users/Tellyo/orgs",
2318   "repos_url": "https://api.github.com/users/Tellyo/repos",
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2368 "ssh_url": "git@github.com:Tellyo/pro.git",
2369 "clone_url": "https://github.com/Tellyo/pro.git",
2370 "svn_url": "https://github.com/Tellyo/pro",
2371 "homepage": "",
2372 "size": 934378,
2373 "stargazers_count": 0,
2374 "watchers_count": 0,
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2379 "has_wiki": true,
2380 "has_pages": false,
2381 "has_discussions": false,
2382 "forks_count": 0,
2383 "mirror_url": null,
2384 "archived": false,
2385 "disabled": false,
2386 "open_issues_count": 4,
2387 "license": {
2388   "key": "mit",
2389   "name": "MIT License",
2390   "spdx_id": "MIT",

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2391         "url": "https://api.github.com/licenses/mit",
2392         "node_id": "MDc6TGljZW5zZTEz"
2393     },
2394     "allow_forking": true,
2395     "is_template": false,
2396     "web_commit_signoff_required": false,
2397     "topics": [],
2398     "visibility": "private",
2399     "forks": 0,
2400     "open_issues": 4,
2401     "watchers": 0,
2402     "default_branch": "master",
2403     "permissions": {
2404         "admin": true,
2405         "maintain": true,
2406         "push": true,
2407         "triage": true,
2408         "pull": true
2409     },
2410     "security_and_analysis": {
2411         "secret_scanning": {
2412             "status": "disabled"
2413         },
2414         "secret_scanning_push_protection": {
2415             "status": "disabled"
2416         },
2417         "dependabot_security_updates": {
2418             "status": "disabled"
2419         }
2420     }
2421 },
2422 {
2423     "id": 23147623,
2424     "node_id": "MDEwO1JlcG9zaXRvcnkyMzE0NzYyMw==",
2425     "name": "flashplayer",
2426     "full_name": "Tellyo/flashplayer",
2427     "private": true,
2428     "owner": {
2429         "login": "Tellyo",
2430         "id": 5684036,
2431         "node_id": "MDEyOk9yZ2FuaXphdGlvbG9yZ2ODQwMzY=",
2432         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
2433         "gravatar_id": "",
2434         "url": "https://api.github.com/users/Tellyo",
2435         "html_url": "https://github.com/Tellyo",
2436         "followers_url": "https://api.github.com/users/Tellyo/followers",
2437         "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
2438         "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",
2439         "starred_url": "https://api.github.com/users/Tellyo/starred{/owner}/{repo}",
2440         "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
2441         "organizations_url": "https://api.github.com/users/Tellyo/orgs",
2442         "repos_url": "https://api.github.com/users/Tellyo/repos",
2443         "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
2444         "received_events_url": "https://api.github.com/users/Tellyo/received_events",
2445         "type": "Organization",
2446         "site_admin": false
2447     },
2448     "html_url": "https://github.com/Tellyo/flashplayer",
2449     "description": "Tellyo Flash Player",
2450     "fork": false,
2451     "url": "https://api.github.com/repos/Tellyo/flashplayer",
2452     "forks_url": "https://api.github.com/repos/Tellyo/flashplayer/forks",
2453     "keys_url": "https://api.github.com/repos/Tellyo/flashplayer/keys{/key_id}",
2454     "collaborators_url": "https://api.github.com/repos/Tellyo/flashplayer/collaborators{/collaborator}",
2455     "teams_url": "https://api.github.com/repos/Tellyo/flashplayer/teams",
2456     "hooks_url": "https://api.github.com/repos/Tellyo/flashplayer/hooks",
2457     "issue_events_url": "https://api.github.com/repos/Tellyo/flashplayer/issues/events{/number}",
2458     "events_url": "https://api.github.com/repos/Tellyo/flashplayer/events",
2459     "assignees_url": "https://api.github.com/repos/Tellyo/flashplayer/assignees{/user}",
2460     "branches_url": "https://api.github.com/repos/Tellyo/flashplayer/branches{/branch}",
2461     "tags_url": "https://api.github.com/repos/Tellyo/flashplayer/tags",
2462     "blobs_url": "https://api.github.com/repos/Tellyo/flashplayer/git/blobs{/sha}",
2463     "git_tags_url": "https://api.github.com/repos/Tellyo/flashplayer/git/tags{/sha}",
2464     "git_refs_url": "https://api.github.com/repos/Tellyo/flashplayer/git/refs{/sha}",
2465     "trees_url": "https://api.github.com/repos/Tellyo/flashplayer/git/trees{/sha}",
2466     "statuses_url": "https://api.github.com/repos/Tellyo/flashplayer/statuses/{sha}",
2467     "languages_url": "https://api.github.com/repos/Tellyo/flashplayer/languages",
2468     "stargazers_url": "https://api.github.com/repos/Tellyo/flashplayer/stargazers",
2469     "contributors_url": "https://api.github.com/repos/Tellyo/flashplayer/contributors",
2470     "subscribers_url": "https://api.github.com/repos/Tellyo/flashplayer/subscribers",
2471     "subscription_url": "https://api.github.com/repos/Tellyo/flashplayer/subscription",
2472     "commits_url": "https://api.github.com/repos/Tellyo/flashplayer/commits{/sha}",
2473     "git_commits_url": "https://api.github.com/repos/Tellyo/flashplayer/git/commits{/sha}",
2474     "comments_url": "https://api.github.com/repos/Tellyo/flashplayer/comments{/number}",
2475     "issue_comment_url": "https://api.github.com/repos/Tellyo/flashplayer/issues/comments{/number}",
2476     "contents_url": "https://api.github.com/repos/Tellyo/flashplayer/contents/{+path}",
2477     "compare_url": "https://api.github.com/repos/Tellyo/flashplayer/compare/{base}...{head}",
2478     "merges_url": "https://api.github.com/repos/Tellyo/flashplayer/merges",
2479     "archive_url": "https://api.github.com/repos/Tellyo/flashplayer/{archive_format}/{ref}",
2480     "downloads_url": "https://api.github.com/repos/Tellyo/flashplayer/downloads",
2481     "issues_url": "https://api.github.com/repos/Tellyo/flashplayer/issues{/number}",
2482     "pulls_url": "https://api.github.com/repos/Tellyo/flashplayer/pulls{/number}",

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2483     "milestones_url": "https://api.github.com/repos/Tellyo/flashplayer/milestones{/number}",
2484     "notifications_url": "https://api.github.com/repos/Tellyo/flashplayer/notifications{/since,all,participating}",
2485     "labels_url": "https://api.github.com/repos/Tellyo/flashplayer/labels{/name}",
2486     "releases_url": "https://api.github.com/repos/Tellyo/flashplayer/releases{/id}",
2487     "deployments_url": "https://api.github.com/repos/Tellyo/flashplayer/deployments",
2488     "created_at": "2014-08-20T12:24:05Z",
2489     "updated_at": "2016-04-04T13:51:25Z",
2490     "pushed_at": "2016-08-26T13:34:19Z",
2491     "git_url": "git://github.com/Tellyo/flashplayer.git",
2492     "ssh_url": "git@github.com:Tellyo/flashplayer.git",
2493     "clone_url": "https://github.com/Tellyo/flashplayer.git",
2494     "svn_url": "https://github.com/Tellyo/flashplayer",
2495     "homepage": null,
2496     "size": 15819,
2497     "stargazers_count": 0,
2498     "watchers_count": 0,
2499     "language": "ActionScript",
2500     "has_issues": true,
2501     "has_projects": true,
2502     "has_downloads": true,
2503     "has_wiki": true,
2504     "has_pages": false,
2505     "has_discussions": false,
2506     "forks_count": 0,
2507     "mirror_url": null,
2508     "archived": false,
2509     "disabled": false,
2510     "open_issues_count": 0,
2511     "license": null,
2512     "allow_forking": true,
2513     "is_template": false,
2514     "web_commit_signoff_required": false,
2515     "topics": [],
2516     "visibility": "private",
2517     "forks": 0,
2518     "open_issues": 0,
2519     "watchers": 0,
2520     "default_branch": "master",
2521     "permissions": {
2522         "admin": true,
2523         "maintain": true,
2524         "push": true,
2525         "triage": true,
2526         "pull": true
2527     },
2528     "security_and_analysis": {
2529         "secret_scanning": {
2530             "status": "disabled"
2531         },
2532         "secret_scanning_push_protection": {
2533             "status": "disabled"
2534         },
2535         "dependabot_security_updates": {
2536             "status": "disabled"
2537         }
2538     }
2539 },
2540 {
2541     "id": 21648144,
2542     "node_id": "MDEwO1l1cG9zaXRvcnkyMTY0ODE0NA==",
2543     "name": "tellyo.com",
2544     "full_name": "Tellyo/tellyo.com",
2545     "private": true,
2546     "owner": {
2547         "login": "Tellyo",
2548         "id": 5684036,
2549         "node_id": "MDEyOk9yZ2FuaXphdGlvbGU2ODQwMzY=",
2550         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
2551         "gravatar_id": "",
2552         "url": "https://api.github.com/users/Tellyo",
2553         "html_url": "https://github.com/Tellyo",
2554         "followers_url": "https://api.github.com/users/Tellyo/followers",
2555         "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
2556         "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",
2557         "starred_url": "https://api.github.com/users/Tellyo/starred{/owner}/{/repo}",
2558         "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
2559         "organizations_url": "https://api.github.com/users/Tellyo/orgs",
2560         "repos_url": "https://api.github.com/users/Tellyo/repos",
2561         "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
2562         "received_events_url": "https://api.github.com/users/Tellyo/received_events",
2563         "type": "Organization",
2564         "site_admin": false
2565     },
2566     "html_url": "https://github.com/Tellyo/tellyo.com",
2567     "description": "About Tellyo company website",
2568     "fork": false,
2569     "url": "https://api.github.com/repos/Tellyo/tellyo.com",
2570     "forks_url": "https://api.github.com/repos/Tellyo/tellyo.com/forks",
2571     "keys_url": "https://api.github.com/repos/Tellyo/tellyo.com/keys{/key_id}",
2572     "collaborators_url": "https://api.github.com/repos/Tellyo/tellyo.com/collaborators{/collaborator}",
2573     "teams_url": "https://api.github.com/repos/Tellyo/tellyo.com/teams",
2574     "hooks_url": "https://api.github.com/repos/Tellyo/tellyo.com/hooks",

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2575 "issue_events_url": "https://api.github.com/repos/Tellyo/tellyo.com/issues/events{/number}",
2576 "events_url": "https://api.github.com/repos/Tellyo/tellyo.com/events",
2577 "assignees_url": "https://api.github.com/repos/Tellyo/tellyo.com/assignees{/user}",
2578 "branches_url": "https://api.github.com/repos/Tellyo/tellyo.com/branches{/branch}",
2579 "tags_url": "https://api.github.com/repos/Tellyo/tellyo.com/tags",
2580 "blobs_url": "https://api.github.com/repos/Tellyo/tellyo.com/git/blobs{/sha}",
2581 "git_tags_url": "https://api.github.com/repos/Tellyo/tellyo.com/git/tags{/sha}",
2582 "git_refs_url": "https://api.github.com/repos/Tellyo/tellyo.com/git/refs{/sha}",
2583 "trees_url": "https://api.github.com/repos/Tellyo/tellyo.com/git/trees{/sha}",
2584 "statuses_url": "https://api.github.com/repos/Tellyo/tellyo.com/statuses/{sha}",
2585 "languages_url": "https://api.github.com/repos/Tellyo/tellyo.com/languages",
2586 "stargazers_url": "https://api.github.com/repos/Tellyo/tellyo.com/stargazers",
2587 "contributors_url": "https://api.github.com/repos/Tellyo/tellyo.com/contributors",
2588 "subscribers_url": "https://api.github.com/repos/Tellyo/tellyo.com/subscribers",
2589 "subscription_url": "https://api.github.com/repos/Tellyo/tellyo.com/subscription",
2590 "commits_url": "https://api.github.com/repos/Tellyo/tellyo.com/commits{/sha}",
2591 "git_commits_url": "https://api.github.com/repos/Tellyo/tellyo.com/git/commits{/sha}",
2592 "comments_url": "https://api.github.com/repos/Tellyo/tellyo.com/comments{/number}",
2593 "issue_comment_url": "https://api.github.com/repos/Tellyo/tellyo.com/issues/comments{/number}",
2594 "contents_url": "https://api.github.com/repos/Tellyo/tellyo.com/contents/{+path}",
2595 "compare_url": "https://api.github.com/repos/Tellyo/tellyo.com/compare/{base}...{head}",
2596 "merges_url": "https://api.github.com/repos/Tellyo/tellyo.com/merges",
2597 "archive_url": "https://api.github.com/repos/Tellyo/tellyo.com/{archive_format}/{ref}",
2598 "downloads_url": "https://api.github.com/repos/Tellyo/tellyo.com/downloads",
2599 "issues_url": "https://api.github.com/repos/Tellyo/tellyo.com/issues{/number}",
2600 "pulls_url": "https://api.github.com/repos/Tellyo/tellyo.com/pulls{/number}",
2601 "milestones_url": "https://api.github.com/repos/Tellyo/tellyo.com/milestones{/number}",
2602 "notifications_url": "https://api.github.com/repos/Tellyo/tellyo.com/notifications{?since,all,participating}",
2603 "labels_url": "https://api.github.com/repos/Tellyo/tellyo.com/labels{/name}",
2604 "releases_url": "https://api.github.com/repos/Tellyo/tellyo.com/releases{/id}",
2605 "deployments_url": "https://api.github.com/repos/Tellyo/tellyo.com/deployments",
2606 "created_at": "2014-07-09T10:17:31Z",
2607 "updated_at": "2021-01-13T10:56:51Z",
2608 "pushed_at": "2021-01-13T13:12:58Z",
2609 "git_url": "git://github.com/Tellyo/tellyo.com.git",
2610 "ssh_url": "git@github.com:Tellyo/tellyo.com.git",
2611 "clone_url": "https://github.com/Tellyo/tellyo.com.git",
2612 "svn_url": "https://github.com/Tellyo/tellyo.com",
2613 "homepage": null,
2614 "size": 551921,
2615 "stargazers_count": 0,
2616 "watchers_count": 0,
2617 "language": "SCSS",
2618 "has_issues": true,
2619 "has_projects": true,
2620 "has_downloads": true,
2621 "has_wiki": true,
2622 "has_pages": false,
2623 "has_discussions": false,
2624 "forks_count": 0,
2625 "mirror_url": null,
2626 "archived": false,
2627 "disabled": false,
2628 "open_issues_count": 0,
2629 "license": {
2630   "key": "mit",
2631   "name": "MIT License",
2632   "spdx_id": "MIT",
2633   "url": "https://api.github.com/licenses/mit",
2634   "node_id": "MDc6TG1jZW5zZTEz"
2635 },
2636 "allow_forking": true,
2637 "is_template": false,
2638 "web_commit_signoff_required": false,
2639 "topics": [],
2640 "visibility": "private",
2641 "forks": 0,
2642 "open_issues": 0,
2643 "watchers": 0,
2644 "default_branch": "master",
2645 "permissions": {
2646   "admin": true,
2647   "maintain": true,
2648   "push": true,
2649   "triage": true,
2650   "pull": true
2651 },
2652 "security_and_analysis": {
2653   "secret_scanning": {
2654     "status": "disabled"
2655   },
2656   "secret_scanning_push_protection": {
2657     "status": "disabled"
2658   },
2659   "dependabot_security_updates": {
2660     "status": "disabled"
2661   }
2662 }
2663 },
2664 {
2665   "id": 20295176,
2666   "node_id": "MDEwO1JlcG9zaXRvcnkyMDI5NTE3Ng==",

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2667 "name": "widgets",
2668 "full_name": "Tellyo/widgets",
2669 "private": true,
2670 "owner": {
2671   "login": "Tellyo",
2672   "id": 5684036,
2673   "node_id": "MDEyOk9yZ2FuaXphdGlvbGU2ODQwMzY=",
2674   "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
2675   "gravatar_id": "",
2676   "url": "https://api.github.com/users/Tellyo",
2677   "html_url": "https://github.com/Tellyo",
2678   "followers_url": "https://api.github.com/users/Tellyo/followers",
2679   "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
2680   "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",
2681   "starred_url": "https://api.github.com/users/Tellyo/starred{/owner}/{repo}",
2682   "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
2683   "organizations_url": "https://api.github.com/users/Tellyo/orgs",
2684   "repos_url": "https://api.github.com/users/Tellyo/repos",
2685   "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
2686   "received_events_url": "https://api.github.com/users/Tellyo/received_events",
2687   "type": "Organization",
2688   "site_admin": false
2689 },
2690 "html_url": "https://github.com/Tellyo/widgets",
2691 "description": "Web Widgets",
2692 "fork": false,
2693 "url": "https://api.github.com/repos/Tellyo/widgets",
2694 "forks_url": "https://api.github.com/repos/Tellyo/widgets/forks",
2695 "keys_url": "https://api.github.com/repos/Tellyo/widgets/keys{/key_id}",
2696 "collaborators_url": "https://api.github.com/repos/Tellyo/widgets/collaborators{/collaborator}",
2697 "teams_url": "https://api.github.com/repos/Tellyo/widgets/teams",
2698 "hooks_url": "https://api.github.com/repos/Tellyo/widgets/hooks",
2699 "issue_events_url": "https://api.github.com/repos/Tellyo/widgets/issues/events{/number}",
2700 "events_url": "https://api.github.com/repos/Tellyo/widgets/events",
2701 "assignees_url": "https://api.github.com/repos/Tellyo/widgets/assignees{/user}",
2702 "branches_url": "https://api.github.com/repos/Tellyo/widgets/branches{/branch}",
2703 "tags_url": "https://api.github.com/repos/Tellyo/widgets/tags",
2704 "blobs_url": "https://api.github.com/repos/Tellyo/widgets/git/blobs{/sha}",
2705 "git_tags_url": "https://api.github.com/repos/Tellyo/widgets/git/tags{/sha}",
2706 "git_refs_url": "https://api.github.com/repos/Tellyo/widgets/git/refs{/sha}",
2707 "trees_url": "https://api.github.com/repos/Tellyo/widgets/git/trees{/sha}",
2708 "statuses_url": "https://api.github.com/repos/Tellyo/widgets/statuses{/sha}",
2709 "languages_url": "https://api.github.com/repos/Tellyo/widgets/languages",
2710 "stargazers_url": "https://api.github.com/repos/Tellyo/widgets/stargazers",
2711 "contributors_url": "https://api.github.com/repos/Tellyo/widgets/contributors",
2712 "subscribers_url": "https://api.github.com/repos/Tellyo/widgets/subscribers",
2713 "subscription_url": "https://api.github.com/repos/Tellyo/widgets/subscription",
2714 "commits_url": "https://api.github.com/repos/Tellyo/widgets/commits{/sha}",
2715 "git_commits_url": "https://api.github.com/repos/Tellyo/widgets/git/commits{/sha}",
2716 "comments_url": "https://api.github.com/repos/Tellyo/widgets/comments{/number}",
2717 "issue_comment_url": "https://api.github.com/repos/Tellyo/widgets/issues/comments{/number}",
2718 "contents_url": "https://api.github.com/repos/Tellyo/widgets/contents/{+path}",
2719 "compare_url": "https://api.github.com/repos/Tellyo/widgets/compare/{base}...{head}",
2720 "merges_url": "https://api.github.com/repos/Tellyo/widgets/merges",
2721 "archive_url": "https://api.github.com/repos/Tellyo/widgets/{archive_format}/{ref}",
2722 "downloads_url": "https://api.github.com/repos/Tellyo/widgets/downloads",
2723 "issues_url": "https://api.github.com/repos/Tellyo/widgets/issues{/number}",
2724 "pulls_url": "https://api.github.com/repos/Tellyo/widgets/pulls{/number}",
2725 "milestones_url": "https://api.github.com/repos/Tellyo/widgets/milestones{/number}",
2726 "notifications_url": "https://api.github.com/repos/Tellyo/widgets/notifications{?since,all,participating}",
2727 "labels_url": "https://api.github.com/repos/Tellyo/widgets/labels{/name}",
2728 "releases_url": "https://api.github.com/repos/Tellyo/widgets/releases{/id}",
2729 "deployments_url": "https://api.github.com/repos/Tellyo/widgets/deployments",
2730 "created_at": "2014-05-29T13:49:23Z",
2731 "updated_at": "2016-01-20T12:01:42Z",
2732 "pushed_at": "2016-01-20T12:01:40Z",
2733 "git_url": "git://github.com/Tellyo/widgets.git",
2734 "ssh_url": "git@github.com:Tellyo/widgets.git",
2735 "clone_url": "https://github.com/Tellyo/widgets.git",
2736 "svn_url": "https://github.com/Tellyo/widgets",
2737 "homepage": null,
2738 "size": 13719,
2739 "stargazers_count": 0,
2740 "watchers_count": 0,
2741 "language": "JavaScript",
2742 "has_issues": true,
2743 "has_projects": true,
2744 "has_downloads": true,
2745 "has_wiki": true,
2746 "has_pages": false,
2747 "has_discussions": false,
2748 "forks_count": 0,
2749 "mirror_url": null,
2750 "archived": false,
2751 "disabled": false,
2752 "open_issues_count": 5,
2753 "license": null,
2754 "allow_forking": true,
2755 "is_template": false,
2756 "web_commit_signoff_required": false,
2757 "topics": [],
2758 "visibility": "private",
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2759     "forks": 0,
2760     "open_issues": 5,
2761     "watchers": 0,
2762     "default_branch": "master",
2763     "permissions": {
2764         "admin": true,
2765         "maintain": true,
2766         "push": true,
2767         "triage": true,
2768         "pull": true
2769     },
2770     "security_and_analysis": {
2771         "secret_scanning": {
2772             "status": "disabled"
2773         },
2774         "secret_scanning_push_protection": {
2775             "status": "disabled"
2776         },
2777         "dependabot_security_updates": {
2778             "status": "disabled"
2779         }
2780     }
2781 },
2782 {
2783     "id": 20020536,
2784     "node_id": "MDEwO1JlcG9zaXRvcnkyMDAyMDUzNg==",
2785     "name": "rtc",
2786     "full_name": "Tellyo/rtc",
2787     "private": true,
2788     "owner": {
2789         "login": "Tellyo",
2790         "id": 5684036,
2791         "node_id": "MDEyOk9yZ2FuaXphdGlvbGU2ODQwMzY=",
2792         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
2793         "gravatar_id": "",
2794         "url": "https://api.github.com/users/Tellyo",
2795         "html_url": "https://github.com/Tellyo",
2796         "followers_url": "https://api.github.com/users/Tellyo/followers",
2797         "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
2798         "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",
2799         "starred_url": "https://api.github.com/users/Tellyo/starred{/owner}/{/repo}",
2800         "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
2801         "organizations_url": "https://api.github.com/users/Tellyo/orgs",
2802         "repos_url": "https://api.github.com/users/Tellyo/repos",
2803         "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
2804         "received_events_url": "https://api.github.com/users/Tellyo/received_events",
2805         "type": "Organization",
2806         "site_admin": false
2807     },
2808     "html_url": "https://github.com/Tellyo/rtc",
2809     "description": "Royal Tellyo Controller",
2810     "fork": false,
2811     "url": "https://api.github.com/repos/Tellyo/rtc",
2812     "forks_url": "https://api.github.com/repos/Tellyo/rtc/forks",
2813     "keys_url": "https://api.github.com/repos/Tellyo/rtc/keys{/key_id}",
2814     "collaborators_url": "https://api.github.com/repos/Tellyo/rtc/collaborators{/collaborator}",
2815     "teams_url": "https://api.github.com/repos/Tellyo/rtc/teams",
2816     "hooks_url": "https://api.github.com/repos/Tellyo/rtc/hooks",
2817     "issue_events_url": "https://api.github.com/repos/Tellyo/rtc/issues/events{/number}",
2818     "events_url": "https://api.github.com/repos/Tellyo/rtc/events",
2819     "assignees_url": "https://api.github.com/repos/Tellyo/rtc/assignees{/user}",
2820     "branches_url": "https://api.github.com/repos/Tellyo/rtc/branches{/branch}",
2821     "tags_url": "https://api.github.com/repos/Tellyo/rtc/tags",
2822     "blobs_url": "https://api.github.com/repos/Tellyo/rtc/git/blobs{/sha}",
2823     "git_tags_url": "https://api.github.com/repos/Tellyo/rtc/git/tags{/sha}",
2824     "git_refs_url": "https://api.github.com/repos/Tellyo/rtc/git/refs{/sha}",
2825     "trees_url": "https://api.github.com/repos/Tellyo/rtc/git/trees{/sha}",
2826     "statuses_url": "https://api.github.com/repos/Tellyo/rtc/statuses/{sha}",
2827     "languages_url": "https://api.github.com/repos/Tellyo/rtc/languages",
2828     "stargazers_url": "https://api.github.com/repos/Tellyo/rtc/stargazers",
2829     "contributors_url": "https://api.github.com/repos/Tellyo/rtc/contributors",
2830     "subscribers_url": "https://api.github.com/repos/Tellyo/rtc/subscribers",
2831     "subscription_url": "https://api.github.com/repos/Tellyo/rtc/subscription",
2832     "commits_url": "https://api.github.com/repos/Tellyo/rtc/commits{/sha}",
2833     "git_commits_url": "https://api.github.com/repos/Tellyo/rtc/git/commits{/sha}",
2834     "comments_url": "https://api.github.com/repos/Tellyo/rtc/comments{/number}",
2835     "issue_comment_url": "https://api.github.com/repos/Tellyo/rtc/issues/comments{/number}",
2836     "contents_url": "https://api.github.com/repos/Tellyo/rtc/contents/{+path}",
2837     "compare_url": "https://api.github.com/repos/Tellyo/rtc/compare/{base}...{head}",
2838     "merges_url": "https://api.github.com/repos/Tellyo/rtc/merges",
2839     "archive_url": "https://api.github.com/repos/Tellyo/rtc/{archive_format}/{ref}",
2840     "downloads_url": "https://api.github.com/repos/Tellyo/rtc/downloads",
2841     "issues_url": "https://api.github.com/repos/Tellyo/rtc/issues{/number}",
2842     "pulls_url": "https://api.github.com/repos/Tellyo/rtc/pulls{/number}",
2843     "milestones_url": "https://api.github.com/repos/Tellyo/rtc/milestones{/number}",
2844     "notifications_url": "https://api.github.com/repos/Tellyo/rtc/notifications{?since,all,participating}",
2845     "labels_url": "https://api.github.com/repos/Tellyo/rtc/labels{/name}",
2846     "releases_url": "https://api.github.com/repos/Tellyo/rtc/releases{/id}",
2847     "deployments_url": "https://api.github.com/repos/Tellyo/rtc/deployments",
2848     "created_at": "2014-05-21T12:35:38Z",
2849     "updated_at": "2021-12-20T14:42:17Z",
2850     "pushed_at": "2023-09-21T15:02:27Z",

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2851     "git_url": "git://github.com/Tellyo/rtc.git",
2852     "ssh_url": "git@github.com:Tellyo/rtc.git",
2853     "clone_url": "https://github.com/Tellyo/rtc.git",
2854     "svn_url": "https://github.com/Tellyo/rtc",
2855     "homepage": null,
2856     "size": 109293,
2857     "stargazers_count": 0,
2858     "watchers_count": 0,
2859     "language": "Java",
2860     "has_issues": true,
2861     "has_projects": true,
2862     "has_downloads": true,
2863     "has_wiki": true,
2864     "has_pages": false,
2865     "has_discussions": false,
2866     "forks_count": 0,
2867     "mirror_url": null,
2868     "archived": false,
2869     "disabled": false,
2870     "open_issues_count": 0,
2871     "license": null,
2872     "allow_forking": true,
2873     "is_template": false,
2874     "web_commit_signoff_required": false,
2875     "topics": [],
2876     "visibility": "private",
2877     "forks": 0,
2878     "open_issues": 0,
2879     "watchers": 0,
2880     "default_branch": "master",
2881     "permissions": {
2882         "admin": true,
2883         "maintain": true,
2884         "push": true,
2885         "triage": true,
2886         "pull": true
2887     },
2888     "security_and_analysis": {
2889         "secret_scanning": {
2890             "status": "disabled"
2891         },
2892         "secret_scanning_push_protection": {
2893             "status": "disabled"
2894         },
2895         "dependabot_security_updates": {
2896             "status": "disabled"
2897         }
2898     }
2899 },
2900 {
2901     "id": 19609899,
2902     "node_id": "MDEwO1JlcG9zaXRvcnkxOTYwOTg5OQ==",
2903     "name": "stm",
2904     "full_name": "Tellyo/stm",
2905     "private": true,
2906     "owner": {
2907         "login": "Tellyo",
2908         "id": 5684036,
2909         "node_id": "MDEyOk9yZ2FuaXphdG1vb2U2ODQwMzY=",
2910         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
2911         "gravatar_id": "",
2912         "url": "https://api.github.com/users/Tellyo",
2913         "html_url": "https://github.com/Tellyo",
2914         "followers_url": "https://api.github.com/users/Tellyo/followers",
2915         "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
2916         "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",
2917         "starred_url": "https://api.github.com/users/Tellyo/starred{/owner}/{repo}",
2918         "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
2919         "organizations_url": "https://api.github.com/users/Tellyo/orgs",
2920         "repos_url": "https://api.github.com/users/Tellyo/repos",
2921         "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
2922         "received_events_url": "https://api.github.com/users/Tellyo/received_events",
2923         "type": "Organization",
2924         "site_admin": false
2925     },
2926     "html_url": "https://github.com/Tellyo/stm",
2927     "description": "Share TV Moments server",
2928     "fork": false,
2929     "url": "https://api.github.com/repos/Tellyo/stm",
2930     "forks_url": "https://api.github.com/repos/Tellyo/stm/forks",
2931     "keys_url": "https://api.github.com/repos/Tellyo/stm/keys{/key_id}",
2932     "collaborators_url": "https://api.github.com/repos/Tellyo/stm/collaborators{/collaborator}",
2933     "teams_url": "https://api.github.com/repos/Tellyo/stm/teams",
2934     "hooks_url": "https://api.github.com/repos/Tellyo/stm/hooks",
2935     "issue_events_url": "https://api.github.com/repos/Tellyo/stm/issues/events{/number}",
2936     "events_url": "https://api.github.com/repos/Tellyo/stm/events",
2937     "assignees_url": "https://api.github.com/repos/Tellyo/stm/assignees{/user}",
2938     "branches_url": "https://api.github.com/repos/Tellyo/stm/branches{/branch}",
2939     "tags_url": "https://api.github.com/repos/Tellyo/stm/tags",
2940     "blobs_url": "https://api.github.com/repos/Tellyo/stm/git/blobs{/sha}",
2941     "git_tags_url": "https://api.github.com/repos/Tellyo/stm/git/tags{/sha}",
2942     "git_refs_url": "https://api.github.com/repos/Tellyo/stm/git/refs{/sha}",

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2943 "trees_url": "https://api.github.com/repos/Tellyo/stm/git/trees{/sha}",
2944 "statuses_url": "https://api.github.com/repos/Tellyo/stm/statuses/{sha}",
2945 "languages_url": "https://api.github.com/repos/Tellyo/stm/languages",
2946 "stargazers_url": "https://api.github.com/repos/Tellyo/stm/stargazers",
2947 "contributors_url": "https://api.github.com/repos/Tellyo/stm/contributors",
2948 "subscribers_url": "https://api.github.com/repos/Tellyo/stm/subscribers",
2949 "subscription_url": "https://api.github.com/repos/Tellyo/stm/subscription",
2950 "commits_url": "https://api.github.com/repos/Tellyo/stm/commits{/sha}",
2951 "git_commits_url": "https://api.github.com/repos/Tellyo/stm/git/commits{/sha}",
2952 "comments_url": "https://api.github.com/repos/Tellyo/stm/comments{/number}",
2953 "issue_comment_url": "https://api.github.com/repos/Tellyo/stm/issues/comments{/number}",
2954 "contents_url": "https://api.github.com/repos/Tellyo/stm/contents/{+path}",
2955 "compare_url": "https://api.github.com/repos/Tellyo/stm/compare/{base}...{head}",
2956 "merges_url": "https://api.github.com/repos/Tellyo/stm/merges",
2957 "archive_url": "https://api.github.com/repos/Tellyo/stm/{archive_format}/{ref}",
2958 "downloads_url": "https://api.github.com/repos/Tellyo/stm/downloads",
2959 "issues_url": "https://api.github.com/repos/Tellyo/stm/issues{/number}",
2960 "pulls_url": "https://api.github.com/repos/Tellyo/stm/pulls{/number}",
2961 "milestones_url": "https://api.github.com/repos/Tellyo/stm/milestones{/number}",
2962 "notifications_url": "https://api.github.com/repos/Tellyo/stm/notifications{?since,all,participating}",
2963 "labels_url": "https://api.github.com/repos/Tellyo/stm/labels{/name}",
2964 "releases_url": "https://api.github.com/repos/Tellyo/stm/releases{/id}",
2965 "deployments_url": "https://api.github.com/repos/Tellyo/stm/deployments",
2966 "created_at": "2014-05-09T12:10:10Z",
2967 "updated_at": "2017-03-03T10:27:36Z",
2968 "pushed_at": "2017-07-26T13:20:23Z",
2969 "git_url": "git://github.com/Tellyo/stm.git",
2970 "ssh_url": "git@github.com:Tellyo/stm.git",
2971 "clone_url": "https://github.com/Tellyo/stm.git",
2972 "svn_url": "https://github.com/Tellyo/stm",
2973 "homepage": null,
2974 "size": 260162,
2975 "stargazers_count": 0,
2976 "watchers_count": 0,
2977 "language": "Java",
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2979 "has_projects": true,
2980 "has_downloads": true,
2981 "has_wiki": true,
2982 "has_pages": false,
2983 "has_discussions": false,
2984 "forks_count": 0,
2985 "mirror_url": null,
2986 "archived": false,
2987 "disabled": false,
2988 "open_issues_count": 0,
2989 "license": null,
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2991 "is_template": false,
2992 "web_commit_signoff_required": false,
2993 "topics": [],
2994 "visibility": "private",
2995 "forks": 0,
2996 "open_issues": 0,
2997 "watchers": 0,
2998 "default_branch": "master",
2999 "permissions": {
3000   "admin": true,
3001   "maintain": true,
3002   "push": true,
3003   "triage": true,
3004   "pull": true
3005 },
3006 "security_and_analysis": {
3007   "secret_scanning": {
3008     "status": "disabled"
3009   },
3010   "secret_scanning_push_protection": {
3011     "status": "disabled"
3012   },
3013   "dependabot_security_updates": {
3014     "status": "disabled"
3015   }
3016 },
3017 },
3018 {
3019   "id": 14019204,
3020   "node_id": "MDEwOJl1cG9zaXRvcnkxNDAXOTIwNA==",
3021   "name": "hbbtv",
3022   "full_name": "Tellyo/hbbtv",
3023   "private": true,
3024   "owner": {
3025     "login": "Tellyo",
3026     "id": 5684036,
3027     "node_id": "MDEyOk9yZ2FuaXphdGlvbGU2ODQwMmZy=",
3028     "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
3029     "gravatar_id": "",
3030     "url": "https://api.github.com/users/Tellyo",
3031     "html_url": "https://github.com/Tellyo",
3032     "followers_url": "https://api.github.com/users/Tellyo/followers",
3033     "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
3034     "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",

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3035     "starred_url": "https://api.github.com/users/Tellyo/starred{/owner}/{repo}",
3036     "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
3037     "organizations_url": "https://api.github.com/users/Tellyo/orgs",
3038     "repos_url": "https://api.github.com/users/Tellyo/repos",
3039     "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
3040     "received_events_url": "https://api.github.com/users/Tellyo/received_events",
3041     "type": "Organization",
3042     "site_admin": false
3043 },
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3045 "description": "HbbTV Application",
3046 "fork": false,
3047 "url": "https://api.github.com/repos/Tellyo/hbbtv",
3048 "forks_url": "https://api.github.com/repos/Tellyo/hbbtv/forks",
3049 "keys_url": "https://api.github.com/repos/Tellyo/hbbtv/keys{/key_id}",
3050 "collaborators_url": "https://api.github.com/repos/Tellyo/hbbtv/collaborators{/collaborator}",
3051 "teams_url": "https://api.github.com/repos/Tellyo/hbbtv/teams",
3052 "hooks_url": "https://api.github.com/repos/Tellyo/hbbtv/hooks",
3053 "issue_events_url": "https://api.github.com/repos/Tellyo/hbbtv/issues/events{/number}",
3054 "events_url": "https://api.github.com/repos/Tellyo/hbbtv/events",
3055 "assignees_url": "https://api.github.com/repos/Tellyo/hbbtv/assignees{/user}",
3056 "branches_url": "https://api.github.com/repos/Tellyo/hbbtv/branches{/branch}",
3057 "tags_url": "https://api.github.com/repos/Tellyo/hbbtv/tags",
3058 "blobs_url": "https://api.github.com/repos/Tellyo/hbbtv/git/blobs{/sha}",
3059 "git_tags_url": "https://api.github.com/repos/Tellyo/hbbtv/git/tags{/sha}",
3060 "git_refs_url": "https://api.github.com/repos/Tellyo/hbbtv/git/refs{/sha}",
3061 "trees_url": "https://api.github.com/repos/Tellyo/hbbtv/git/trees{/sha}",
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3065 "contributors_url": "https://api.github.com/repos/Tellyo/hbbtv/contributors",
3066 "subscribers_url": "https://api.github.com/repos/Tellyo/hbbtv/subscribers",
3067 "subscription_url": "https://api.github.com/repos/Tellyo/hbbtv/subscription",
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3071 "issue_comment_url": "https://api.github.com/repos/Tellyo/hbbtv/issues/comments{/number}",
3072 "contents_url": "https://api.github.com/repos/Tellyo/hbbtv/contents/{+path}",
3073 "compare_url": "https://api.github.com/repos/Tellyo/hbbtv/compare/{base}...{head}",
3074 "merges_url": "https://api.github.com/repos/Tellyo/hbbtv/merges",
3075 "archive_url": "https://api.github.com/repos/Tellyo/hbbtv/{archive_format}/{ref}",
3076 "downloads_url": "https://api.github.com/repos/Tellyo/hbbtv/downloads",
3077 "issues_url": "https://api.github.com/repos/Tellyo/hbbtv/issues{/number}",
3078 "pulls_url": "https://api.github.com/repos/Tellyo/hbbtv/pulls{/number}",
3079 "milestones_url": "https://api.github.com/repos/Tellyo/hbbtv/milestones{/number}",
3080 "notifications_url": "https://api.github.com/repos/Tellyo/hbbtv/notifications?since=all,participating",
3081 "labels_url": "https://api.github.com/repos/Tellyo/hbbtv/labels{/name}",
3082 "releases_url": "https://api.github.com/repos/Tellyo/hbbtv/releases{/id}",
3083 "deployments_url": "https://api.github.com/repos/Tellyo/hbbtv/deployments",
3084 "created_at": "2013-10-31T14:29:00Z",
3085 "updated_at": "2015-03-23T10:47:33Z",
3086 "pushed_at": "2015-03-23T10:47:33Z",
3087 "git_url": "git://github.com/Tellyo/hbbtv.git",
3088 "ssh_url": "git@github.com:Tellyo/hbbtv.git",
3089 "clone_url": "https://github.com/Tellyo/hbbtv.git",
3090 "svn_url": "https://github.com/Tellyo/hbbtv",
3091 "homepage": null,
3092 "size": 4184,
3093 "stargazers_count": 0,
3094 "watchers_count": 0,
3095 "language": "JavaScript",
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3097 "has_projects": true,
3098 "has_downloads": true,
3099 "has_wiki": true,
3100 "has_pages": false,
3101 "has_discussions": false,
3102 "forks_count": 0,
3103 "mirror_url": null,
3104 "archived": false,
3105 "disabled": false,
3106 "open_issues_count": 0,
3107 "license": null,
3108 "allow_forking": true,
3109 "is_template": false,
3110 "web_commit_signoff_required": false,
3111 "topics": [],
3112 "visibility": "private",
3113 "forks": 0,
3114 "open_issues": 0,
3115 "watchers": 0,
3116 "default_branch": "master",
3117 "permissions": {
3118     "admin": true,
3119     "maintain": true,
3120     "push": true,
3121     "triage": true,
3122     "pull": true
3123 },
3124 "security_and_analysis": {
3125     "secret_scanning": {
3126         "status": "disabled"
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3127     },
3128     "secret_scanning_push_protection": {
3129         "status": "disabled"
3130     },
3131     "dependabot_security_updates": {
3132         "status": "disabled"
3133     }
3134 },
3135 },
3136 {
3137     "id": 13766036,
3138     "node_id": "MDEwO1JlcG9zaXRvcnkxMzc2NjAzNg==",
3139     "name": "uam",
3140     "full_name": "Tellyo/uam",
3141     "private": true,
3142     "owner": {
3143         "login": "Tellyo",
3144         "id": 5684036,
3145         "node_id": "MDEyOk9yZ2FuaXphdGlvbGU2ODQwMzY=",
3146         "avatar_url": "https://avatars.githubusercontent.com/u/5684036?v=4",
3147         "gravatar_id": "",
3148         "url": "https://api.github.com/users/Tellyo",
3149         "html_url": "https://github.com/Tellyo",
3150         "followers_url": "https://api.github.com/users/Tellyo/followers",
3151         "following_url": "https://api.github.com/users/Tellyo/following{/other_user}",
3152         "gists_url": "https://api.github.com/users/Tellyo/gists{/gist_id}",
3153         "starred_url": "https://api.github.com/users/Tellyo/starred{/owner}/{/repo}",
3154         "subscriptions_url": "https://api.github.com/users/Tellyo/subscriptions",
3155         "organizations_url": "https://api.github.com/users/Tellyo/orgs",
3156         "repos_url": "https://api.github.com/users/Tellyo/repos",
3157         "events_url": "https://api.github.com/users/Tellyo/events{/privacy}",
3158         "received_events_url": "https://api.github.com/users/Tellyo/received_events",
3159         "type": "Organization",
3160         "site_admin": false
3161     },
3162     "html_url": "https://github.com/Tellyo/uam",
3163     "description": "User Account Management for HbbTV",
3164     "fork": false,
3165     "url": "https://api.github.com/repos/Tellyo/uam",
3166     "forks_url": "https://api.github.com/repos/Tellyo/uam/forks",
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3168     "collaborators_url": "https://api.github.com/repos/Tellyo/uam/collaborators{/collaborator}",
3169     "teams_url": "https://api.github.com/repos/Tellyo/uam/teams",
3170     "hooks_url": "https://api.github.com/repos/Tellyo/uam/hooks",
3171     "issue_events_url": "https://api.github.com/repos/Tellyo/uam/issues/events{/number}",
3172     "events_url": "https://api.github.com/repos/Tellyo/uam/events",
3173     "assignees_url": "https://api.github.com/repos/Tellyo/uam/assignees{/user}",
3174     "branches_url": "https://api.github.com/repos/Tellyo/uam/branches{/branch}",
3175     "tags_url": "https://api.github.com/repos/Tellyo/uam/tags",
3176     "blobs_url": "https://api.github.com/repos/Tellyo/uam/git/blobs{/sha}",
3177     "git_tags_url": "https://api.github.com/repos/Tellyo/uam/git/tags{/sha}",
3178     "git_refs_url": "https://api.github.com/repos/Tellyo/uam/git/refs{/sha}",
3179     "trees_url": "https://api.github.com/repos/Tellyo/uam/git/trees{/sha}",
3180     "statuses_url": "https://api.github.com/repos/Tellyo/uam/statuses/{sha}",
3181     "languages_url": "https://api.github.com/repos/Tellyo/uam/languages",
3182     "stargazers_url": "https://api.github.com/repos/Tellyo/uam/stargazers",
3183     "contributors_url": "https://api.github.com/repos/Tellyo/uam/contributors",
3184     "subscribers_url": "https://api.github.com/repos/Tellyo/uam/subscribers",
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3186     "commits_url": "https://api.github.com/repos/Tellyo/uam/commits{/sha}",
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3189     "issue_comment_url": "https://api.github.com/repos/Tellyo/uam/issues/comments{/number}",
3190     "contents_url": "https://api.github.com/repos/Tellyo/uam/contents/{+path}",
3191     "compare_url": "https://api.github.com/repos/Tellyo/uam/compare/{base}...{head}",
3192     "merges_url": "https://api.github.com/repos/Tellyo/uam/merges",
3193     "archive_url": "https://api.github.com/repos/Tellyo/uam/{archive_format}/{ref}",
3194     "downloads_url": "https://api.github.com/repos/Tellyo/uam/downloads",
3195     "issues_url": "https://api.github.com/repos/Tellyo/uam/issues{/number}",
3196     "pulls_url": "https://api.github.com/repos/Tellyo/uam/pulls{/number}",
3197     "milestones_url": "https://api.github.com/repos/Tellyo/uam/milestones{/number}",
3198     "notifications_url": "https://api.github.com/repos/Tellyo/uam/notifications{?since,all,participating}",
3199     "labels_url": "https://api.github.com/repos/Tellyo/uam/labels{/name}",
3200     "releases_url": "https://api.github.com/repos/Tellyo/uam/releases{/id}",
3201     "deployments_url": "https://api.github.com/repos/Tellyo/uam/deployments",
3202     "created_at": "2013-10-22T07:34:36Z",
3203     "updated_at": "2017-10-31T15:08:12Z",
3204     "pushed_at": "2017-10-31T15:08:11Z",
3205     "git_url": "git://github.com/Tellyo/uam.git",
3206     "ssh_url": "git@github.com:Tellyo/uam.git",
3207     "clone_url": "https://github.com/Tellyo/uam.git",
3208     "svn_url": "https://github.com/Tellyo/uam",
3209     "homepage": "",
3210     "size": 2528,
3211     "stargazers_count": 0,
3212     "watchers_count": 0,
3213     "language": "Java",
3214     "has_issues": true,
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3216     "has_downloads": true,
3217     "has_wiki": true,
3218     "has_pages": false,

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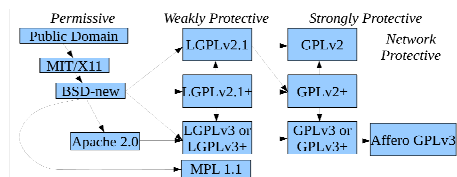
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3219     "has_discussions": false,
3220     "forks_count": 0,
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3222     "archived": false,
3223     "disabled": false,
3224     "open_issues_count": 0,
3225     "license": null,
3226     "allow_forking": true,
3227     "is_template": false,
3228     "web_commit_signoff_required": false,
3229     "topics": [],
3230     "visibility": "private",
3231     "forks": 0,
3232     "open_issues": 0,
3233     "watchers": 0,
3234     "default_branch": "master",
3235     "permissions": {
3236         "admin": true,
3237         "maintain": true,
3238         "push": true,
3239         "triage": true,
3240         "pull": true
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3243         "secret_scanning": {
3244             "status": "disabled"
3245         },
3246         "secret_scanning_push_protection": {
3247             "status": "disabled"
3248         },
3249         "dependabot_security_updates": {
3250             "status": "disabled"
3251         }
3252     }
3253 }
3254 ]

```

Name	Author	Acronyms	Permissions	Conditions	Limitations	Taillo Compliant Yes	Source
Creative Commons Zero v1.0 Universal	Creative Commons	CC0	Commercial use Distribution Modification Private use		Liability Patent use Trademark use Warranty	Yes	https://choosealicense.com/licenses/cc0-1.0/ https://en.wikipedia.org/wiki/Creative_Commons_license
MIT	Massachusetts Institute of Technology	MIT License	Commercial use Distribution Modification Private use	License and copyright notice	Liability Warranty	Yes	https://en.wikipedia.org/wiki/MIT_License https://choosealicense.com/licenses/mit/
BSD 4-Clause	Berkeley Software Distribution	BSD-old, Old BSD, 4-clause BSD, BSD License, BSD- original, Original BSD	Commercial use Distribution Modification Private use	License and copyright notice Copyright notice in marketing material	Liability Warranty	Yes	https://en.wikipedia.org/wiki/BSD_licenses https://choosealicense.com/licenses/bsd-4-clause/
BSD 3-Clause	Berkeley Software Distribution	New BSD, Revised BSD, Modified BSD, BSD License 2.0, 3-clause BSD	Commercial use Distribution Modification Private use	License and copyright notice	Liability Warranty	Yes	https://en.wikipedia.org/wiki/BSD_licenses https://choosealicense.com/licenses/bsd-3-clause/
BSD 3-Clause Clear	Berkeley Software Distribution	Clear BSD License	Commercial use Distribution Modification Private use	License and copyright notice	Liability Warranty	Yes	https://spdx.org/licenses/BSDF-3-Clause-Clear.html
BSD 2-Clause	Berkeley Software Distribution	Simplified BSD, FreeBSD, 2- clause BSD	Commercial use Distribution Modification Private use	License and copyright notice	Liability Warranty	Yes	https://en.wikipedia.org/wiki/BSD_licenses https://choosealicense.com/licenses/bsd-2-clause/
BSD 0-Clause	Berkeley Software Distribution	0BSD, Zero Clause BSD	Commercial use Distribution Modification Private use		Liability Warranty	Yes	https://en.wikipedia.org/wiki/0BSD_licenses https://choosealicense.com/licenses/0bsd/
Apache License 2.0	Apache Software Foundation	AL2	Commercial use Distribution Modification Patent use Private use	License and copyright notice State changes	Liability Trademark use Warranty	Yes	https://en.wikipedia.org/wiki/Apache_License https://choosealicense.com/licenses/apache-2.0/
Eclipse Public License 1.0	Eclipse Foundation	EPL 1.0, EPL 1.0	Commercial use Distribution Modification Patent use Private use	Disclose source License and copyright notice Same license	Liability Warranty	Yes	https://en.wikipedia.org/wiki/Eclipse_Public_License https://choosealicense.com/licenses/epl-1.0/
Eclipse Public License 2.0	Eclipse Foundation	EPL 2.0, EPL 2.0	Commercial use Distribution Modification Patent use Private use	Disclose source License and copyright notice Same license	Liability Warranty	Yes	https://en.wikipedia.org/wiki/Eclipse_Public_License https://choosealicense.com/licenses/epl-2.0/
Mozilla Public License 2.0	Mozilla Foundation	MPL 2.0	Commercial use Distribution Modification Patent use Private use	Disclose source License and copyright notice Same license (file)	Liability Trademark use Warranty	Yes	https://choosealicense.com/licenses/mpl-2.0/
Common Development and Distribution License	Sun Microsystems, Oracle Corporation	CDL, CDDL 1.0, CDDL 1.1	Commercial use Distribution Modification Patent use Private use	Disclose source License and copyright notice Same license (file)	Liability Trademark use Warranty	Yes	https://en.wikipedia.org/wiki/Common_Development_and_Distribution_License https://spdx.org/licenses/CDDL-1.0.html https://spdx.org/licenses/CDDL-1.1.html
GNU General Public License Version 1	Free Software Foundation	GNU GPLv1, GPLv1	Commercial use Distribution Modification Private use	Disclose source License and copyright notice Same license	Liability Warranty	Yes	https://en.wikipedia.org/wiki/GNU_General_Public_License https://en.wikipedia.org/wiki/GNU_General_Public_License https://choosealicense.com/licenses/gpl-2.0/
GNU General Public License Version 2	Free Software Foundation	GNU GPLv2, GPLv2	Commercial use Distribution Modification Private use	Disclose source License and copyright notice Same license State changes	Liability Warranty	Yes	https://spdx.org/licenses/GPL-2.0-with-classpath-exception.html
GNU General Public License v2.0 with Classpath Exception	Free Software Foundation	GPLv2 /w CP, GPLv2 /w CP	Commercial use Distribution Modification Private use	Disclose source License and copyright notice Same license State changes	Liability Warranty	Yes	https://en.wikipedia.org/wiki/GNU_General_Public_License https://choosealicense.com/licenses/gpl-3.0/
GNU General Public License Version 3	Free Software Foundation	GNU GPLv3, GPLv3	Commercial use Distribution Modification Patent use Private use	Disclose source License and copyright notice Same license State changes	Liability Warranty	Yes	https://en.wikipedia.org/wiki/GNU_General_Public_License https://choosealicense.com/licenses/gpl-3.0/
GNU Library General Public License Version 2	Free Software Foundation	GNU LGPL 2, LGPL 2					https://en.wikipedia.org/wiki/GNU_General_Public_License
GNU Lesser General Public License Version 2.1	Free Software Foundation	GNU LGPL 2.1, LGPL 2.1	Commercial use Distribution Modification Private use	Disclose source License and copyright notice Same license (library) State changes	Liability Warranty	Yes	https://en.wikipedia.org/wiki/GNU_General_Public_License https://choosealicense.com/licenses/lgpl-2.1/
GNU Lesser General Public License Version 3.0	Free Software Foundation	GNU LGPL 3.0, LGPL 3.0	Commercial use Distribution Modification Patent use Private use	Disclose source License and copyright notice Same license (library) State changes	Liability Warranty	Yes	https://en.wikipedia.org/wiki/GNU_General_Public_License https://choosealicense.com/licenses/lgpl-3.0/
GNU Affero General Public License Version3.0	Affero	GNU AGPL, Affero GPL, Affero License	Commercial use Distribution Modification Patent use Private use	Disclose source License and copyright notice Network use is distribution Same license State changes		No	https://en.wikipedia.org/wiki/Affero_General_Public_License https://choosealicense.com/licenses/agpl-3.0/

License compatibility between common free and open-source software (FOSS) licenses according to David A. Wheeler (2007): the vector arrows denote a one directional compatibility, therefore better compatibility on the left side ("permissive licenses") than on the right side ("copyleft licenses"). https://en.wikipedia.org/wiki/Permissive_software_license



Software	Application	Description	License	Compliant	Link to license:
MySQL-community-release	RTC Dev, Blog	MySQL database server binaries	GPLv2	Yes	https://github.com/mysql/mysql-server/blob/8.0/LICENSE
Nginx	Ingest Points	Web/Proxy/Multiprotocol Server	BSD-2-clause	Yes	http://nginx.org/LICENSE
Apache HTTP Server	Frontend	Web Server	Apache License 2.0	Yes	https://www.apache.org/licenses/LICENSE-2.0
Wildfly Swarm	RTC, STM, TRA	JBoss Application Server	Apache License 2.0	Yes	https://github.com/alejandro-du/wildfly-swarm/blob/master/LICENSE.txt
Wildfly	RTC, STM, TRA	JBoss Application Server	GPLv2.1	Yes	https://github.com/wildfly/wildfly/blob/master/LICENSE.txt
Samba 4.6	?	Windows interoperability suite	GPLv3	Yes	https://www.samba.org/samba/docs/GPL.html
Centos7	NOT	Linux distribution	GPLv2	Yes	https://www.centos.org/legal/
Ubuntu Server 16,18	FE, RTC, STM, TRA, SS	Linux distribution	GPL	Yes	https://www.ubuntu.com/licensing
OBS Studio	SS	Capturing, compositing, encoding, recording	GPL-2	Yes	https://github.com/obsproject/obs-studio/blob/master/COPYING
Oracle Java JDK 7/8	RTC, STM, TRA	Java runtime	Oracle License	Yes	https://download.oracle.com/otn-pub/java/licenses/OTN_JavaEE_Legacy_Binary-Code-License_30Jan2012.txt
WordPress	blog.tellyo.com	Online blog engine	GPLv2	Yes	https://wordpress.org/about/license/

Software	Application	Description	Licence	Compliant	Link to homepage
angular-chart.js 1.0.2	Tellyo PRO	An angular.js wrapper for Chart.js	BSD-2-Clause	Yes	http://tthibin.github.io/angular-chart.js/
chart.js 2.2.1	Tellyo PRO	Simple HTML5 charts using the canvas element.	MIT	Yes	http://www.chartjs.org
file-saver *1.1.8	Tellyo PRO	An HTML5 saveAs() FileSaver implementation	MIT	Yes	https://github.com/eligrey/FileSaver.js#readme
fontforge 0.0.4	Tellyo PRO	A Node.js wrapper for fontforge	MIT	Yes	https://github.com/sgeen/node-fontforge#readme
lodash *4.17.15	Tellyo PRO	Lodash modular utilities.	MIT	Yes	https://lodash.com/
prop-types 15.7.2	Tellyo PRO	Runtime type checking for React props and similar objects.	MIT	Yes	https://facebook.github.io/react/
react 16.8.6	Tellyo PRO	React is a JavaScript library for building user interfaces.	MIT	Yes	https://reactjs.org/
react-dom 16.8.6	Tellyo PRO	React package for working with the DOM.	MIT	Yes	https://reactjs.org/
react-redux 7.0.3	Tellyo PRO	Official React bindings for Redux	MIT	Yes	https://github.com/reduxjs/react-redux
redux 4.0.1	Tellyo PRO	Predictable state container for JavaScript apps	MIT	Yes	http://redux.js.org
redux-saga 1.0.2	Tellyo PRO	Saga middleware for Redux to handle Side Effects	MIT	Yes	https://redux-saga.js.org/
ttfautohint *1.3.0	Tellyo PRO	TTFAutohint wrapper for Node JS	MIT	Yes	https://github.com/enteocode/node-ttfautohint#readme
twitter-text *2.0.4	Tellyo PRO	official twitter text linkification	Apache 2.0	Yes	https://github.com/twitter/twitter-text
video.js 7.5.5	Tellyo PRO	An HTML5 and Flash video player with a common API and skin for b	Apache 2.0	Yes	https://videojs.com
videojs-flash *2.2.0	Tellyo PRO	The official Flash tech package for Video.js.	Apache 2.0	Yes	https://github.com/videojs/videojs-flash#readme
angucomplete-alt *1.0.0	Tellyo PRO	Autocomplete directive for AngularJS	MIT	Yes	http://ghiden.github.io/angucomplete-alt/
angular 1.2.x	Tellyo PRO	HTML enhanced for web apps	MIT	Yes	https://github.com/angular/bower-angular
angular-cookies *1.3.11	Tellyo PRO	AngularJS module for cookies	MIT	Yes	https://github.com/angular/bower-angular-cookies
angular-hotkeys chiefsfancypants/angular-hotkeys#*1.4.5	Tellyo PRO	Automatic keyboard shortcuts for your Angular Apps	MIT	Yes	https://github.com/chiefsfancypants/angular-hotkeys
angular-loader 1.2.x	Tellyo PRO	AngularJS module for asynchronously loading modules	MIT	Yes	https://github.com/angular/bower-angular-loader
angular-mocks *1.2.x	Tellyo PRO	AngularJS mocks for testing	MIT	Yes	https://github.com/angular/bower-angular-mocks
angular-moment *0.9.0	Tellyo PRO	Moment.JS directives & filters for AngularJS (timeago alternative)	MIT	Yes	http://github.com/irish/angular-moment
angular-notify *2.5.0	Tellyo PRO	A minimalistic notification service for Angular.	MIT	Yes	https://github.com/gcross/angular-notify
angular-resource *1.2.x	Tellyo PRO	AngularJS module for interacting with RESTful server-side data sour	MIT	Yes	https://github.com/angular/bower-angular-resource
angular-route 1.2.x	Tellyo PRO	AngularJS router module	MIT	Yes	https://github.com/angular/bower-angular-route
angular-socialshare *0.0.6	Tellyo PRO	Social Share buttons for AngularJS	MIT	Yes	https://github.com/didaxra/angular-socialshare
angular-translate *2.5.2	Tellyo PRO	A translation module for AngularJS	MIT	Yes	https://github.com/PascalPrech/bower-angular-translate
angular-utf8-base64 *0.0.5	Tellyo PRO	AngularJS service for UTF-8 and Base64 and Base64url Javascript En	MIT	Yes	https://github.com/stranger82/angular-utf8-base64
angularitycs *0.17.2	Tellyo PRO	Vendor-agnostic web analytics for AngularJS applications	MIT	Yes	https://github.com/angularitycs/angularitycs
fastclick *1.0.3	Tellyo PRO	Polyfill to remove click delays on browsers with touch UIs.	MIT	Yes	https://github.com/ftlabs/fastclick
hbm5-boilerplate *4.3.0	Tellyo PRO	A professional front-end template for building fast, robust, and ada	MIT	Yes	https://github.com/h5bp/html5-boilerplate
jquery *1.13	Tellyo PRO	JavaScript library for DOM operations	MIT	Yes	https://github.com/jquery/jquery
jquery-ui *1.11.3	Tellyo PRO	A curated set of user interface interactions, effects, widgets, and th	MIT	Yes	https://github.com/components/jqueryui
ng-autofocus *0.0.2	Tellyo PRO	An AngularJS directive that mimics the HTML input attribute autofo	MIT	Yes	http://liouannic.github.io/ng-autofocus/
ng-file-upload 3.2.3	Tellyo PRO	Lightweight Angular JS directive to upload files. Support drag&drop.	MIT	Yes	https://github.com/danialfarid/angular-file-upload
ng-tags-input *2.3.0	Tellyo PRO	Tags input directive for AngularJS	MIT	Yes	http://mberford.github.io/ngTagsInput
ngAutocomplete *1.0.0	Tellyo PRO	AngularJS module for autocomplete	MIT	Yes	https://github.com/apahishuh/ngAutocomplete
ngDialog *0.3.9	Tellyo PRO	Modal dialogs and popups provider for Angular.js applications	MIT	Yes	https://github.com/likeastore/ngDialog
xregexp 2.0.0	Tellyo PRO	Modal dialogs and popups provider for Angular.js applications	MIT	Yes	https://github.com/slevethan/xregexp
angular-elastic *2.5.1	Tellyo PRO		MIT	Yes	https://github.com/monospace/angular-elastic
angular-ui-sortable *0.13.4	Tellyo PRO		MIT	Yes	https://github.com/angular-ui/ui-sortable
angular-animate 1.2.28	Tellyo PRO		MIT	Yes	https://github.com/angular/bower-angular-animate
smart-area [starpl]/smart-area#master	Tellyo PRO	Accelerated JavaScript animation.	MIT	Yes	https://github.com/aurbano/smart-area
velocity *1.5.0	Tellyo PRO	A robust keyboard input capturing JavaScript utility focused on inpu	Apache 2.0	Yes	http://velocityjs.org
Keypress 2.1.4	Tellyo PRO	Declarative validations for JavaScript	MIT	Yes	https://github.com/dmauro/Keypress
validate validate.js#*0.12.0	Tellyo PRO	HTML enhanced for web apps	MIT	Yes	https://github.com/ansman/validate.js
angular 1.6.7	Stream Studio	AngularJS module that provides enhanced support for displaying m	MIT	Yes	http://angularjs.org
angular-messages *1.7.5	Stream Studio	AngularJS router module	MIT	Yes	https://github.com/angular/angular-messages
angular-route *1.7.5	Stream Studio	A translation module for AngularJS	MIT	Yes	https://github.com/angular-translate/angular-translate#readme
angular-translate *2.18.1	Stream Studio	This directive allows you to jQueryUI Sortable.	MIT	Yes	http://angular-ui.github.com
angular-ui-sortable *0.19.0	Stream Studio	AngularJS slider directive with no external dependencies. Mobile fri	MIT	Yes	https://github.com/angular-slider/angular-slider#readme
angularjs-slider *6.6.1	Stream Studio	Full featured Promises/A+ implementation with exceptionally good	MIT	Yes	https://github.com/petkaantonov/bluebird
bluebird *3.5.3	Stream Studio	Get offset of a DOM Element or Range within the document	MIT	Yes	https://github.com/timoxley/offset
document-offset *1.0.4	Stream Studio	Polyfill to make it easy to listen for element resize events	MIT	Yes	https://github.com/iquew/element-resize-event
element-resize-event *3.0.3	Stream Studio	html loader module for webpack	MIT	Yes	https://github.com/webpack-contrib/html-loader
html-loader *0.5.5	Stream Studio	A simple zero-configuration command-line http server	MIT	Yes	https://github.com/indexzero/http-server#readme
http-server *0.11.1	Stream Studio	Drag and drop, resizing and multi-touch gestures with inertia and s	MIT	Yes	https://interactjs.io
interactjs *1.3.4	Stream Studio	A JavaScript library for interacting with the C based Janus WebRTC	SGPL-3.0	Yes	https://github.com/meetecho/janus-gateway#readme
janus-gateway git://github.com/meetecho/janus-gateway.git	Stream Studio	Object schema validation	BSD-3-Clause	Yes	https://github.com/hapijs/hapi
joi *14.3.1	Stream Studio	JavaScript library for DOM operations	MIT	Yes	https://jquery.com
jquery *3.3.1	Stream Studio	A curated set of user interface interactions, effects, widgets, and th	MIT	Yes	http://jqueryui.com
jquery-ui *1.12.1	Stream Studio	Lodash modular utilities.	MIT	Yes	https://lodash.com/
lodash-es *4.17.5	Stream Studio	JavaScript mocking library for websockets and socket.io	MIT	Yes	https://github.com/thooy/mock-socket
mock-socket *8.0.5	Stream Studio	Modal dialogs and popups provider for Angular.js applications	MIT	Yes	https://github.com/likeastore/ngDialog
ng-dialog *1.4.0	Stream Studio	An AngularJS directive for file upload using HTML5 with FileAPI poly	MIT	Yes	https://github.com/danialfarid/ng-file-upload
ng-file-upload *12.2.13	Stream Studio	Angular mask without dependencies (NO JQUERY). Pure javascript	MIT	Yes	https://github.com/candreoliveira/ngMask
ng-mask git+https://github.com/candreoliveira/ngMask.git	Stream Studio	Redux bindings for Angular.js	MIT	Yes	https://github.com/wbuchwalter/ng-redux#readme
ng-redux 3.3.5-beta.1	Stream Studio	Predictable state container for JavaScript apps	MIT	Yes	http://redux.js.org
redux *4.0.0	Stream Studio	Thunk middleware for Redux.	MIT	Yes	https://github.com/reduxjs/redux-thunk
redux-thunk *2.3.0	Stream Studio	5.5.1	MIT	Yes	https://github.com/webpack/webpack
webpack	Stream Studio	Library for building user interfaces	MIT	Yes	https://react.dev/
React*18.2.0	Stream Studio	Library fro interacting with the Document Object Model	MIT	Yes	https://react.dev/
React-dom*18.2.0	Stream Studio	Library for connecting with redux state	MIT	Yes	https://react-redux.js.org/
React-redux*8.2.0	Stream Studio	Storybook is an open source tool for building UI components and p	MIT	Yes	https://storybook.js.org/
Storybook*6.16.0	Stream Studio	HTML enhanced for web apps	MIT	Yes	http://angularjs.org
angular *1.7.9	Adobe Plugin	AngularJS router module	MIT	Yes	http://angularjs.org
adobe-plugin	Adobe Plugin	Good Documentation Generator for JavaScript	MIT	Yes	https://redux.js.org/
esdoc *1.1.0	Adobe Plugin	A standard plugin for ESDoc	MIT	Yes	https://github.com/esdoc/esdoc-plugins
esdoc-standard-plugin *1.0.0	Adobe Plugin	JavaScript HLS client using MediaSourceExtension	Apache-2.0	Yes	https://github.com/video-dev/hls.js
hls.js *0.13.1	Adobe Plugin	JavaScript library for DOM operations	MIT	Yes	https://jquery.com
jquery *3.4.1	Adobe Plugin	Library for bridging between RxJS and AngularJS.	Apache-2.0	Yes	https://github.com/Reactive-Extensions/rx.angular.js
rx-angular *1.1.3	Tellyo PRO (dashboard)	A pure JavaScript implementation of the AES block cipher and all co	MIT	Yes	https://github.com/cmos/aes-j#readme
as-js 3.1.2	Tellyo PRO (dashboard)	Immutable date wrapper	MIT	Yes	https://github.com/momen/uxon#readme
luxon 1.22.0	Tellyo PRO (dashboard)	A kickass library to manage your poppers	MIT	Yes	https://popper.js.org
popper.js 1.16.1	Tellyo PRO (dashboard)	Effortless animation between DOM changes (eg. list reordering) usi	MIT	Yes	https://github.com/joshwcomeau/react-flip-move#readme
react-flip-move *3.0.4	Tellyo PRO (dashboard)	Official React bindings for Redux	MIT	Yes	https://github.com/reduxjs/react-redux
react-redux 7.2.0	Tellyo PRO (dashboard)	DOM bindings for React Router	MIT	Yes	https://github.com/ReactTraining/react-router#readme
react-router-dom 5.1.2	Tellyo PRO (dashboard)	Predictable state container for JavaScript apps	MIT	Yes	http://redux.js.org
redux 4.0.5	Tellyo PRO (dashboard)	Saga middleware for Redux to handle Side Effects	MIT	Yes	https://redux-saga.js.org/
redux-saga 1.1.3	Tellyo PRO (dashboard)	Storybook is an open source tool for building UI components and p	MIT	Yes	https://storybook.js.org/
Storybook*7.0.18	Tellyo PRO (dashboard)	JavaScript library that implements an HTTP Live Streaming client.	Apache License	Yes	https://github.com/video-dev/hls.js
hls.js *1.4.4	Tellyo PRO (dashboard)	JavaScript port of the MediaInfoLib	BSD-2-Clause	Yes	https://github.com/buzz/mediainfo.js
mediainfo.js*0.1.7	Tellyo PRO (dashboard)	Library for building user interfaces	MIT	Yes	https://react.dev/
React*18.2.0	Tellyo PRO (dashboard)	Library fro interacting with the Document Object Model	MIT	Yes	https://react.dev/
React-dom*18.2.0	Tellyo PRO (dashboard)	JavaScript charting library	MIT	Yes	https://www.chartjs.org/
chart.js*4.3.0	Tellyo PRO (dashboard)				

Software	Application	Description	License	Compliant	Link to license:
baresip	LSP	software phone	3-clause BSD	Yes	https://github.com/baresip/baresip
nginx-rtmp-module	Ingest	rtmp protocol support for nginx	2-clause BSD	Yes	https://github.com/arut/nginx-rtmp-module/blob/master/LICENSE
sls	Ingest	SRT streaming server	MIT	Yes	https://github.com/odenc/srt-live-server/blob/master/LICENSE
ccextractor	TRA	subtitles extraction	GPLv2	Yes	https://github.com/CCExtractor/ccextractor/blob/master/LICENSE.txt
beamcoder	STM (editor)	framework for video editor	GPL-3.0	Yes	https://github.com/Streampunk/beamcoder/blob/master/LICENSE
Image Magick	STM, TRA	image handling	Custom, compatible GPLv3	Yes	https://github.com/ImageMagick/ImageMagick/blob/master/LICENSE
FFmpeg	STM, TRA	video handling	LGPL v2.1+, GPL v2+	Yes	https://github.com/FFmpeg/FFmpeg/blob/master/LICENSE.md
Jitsi Meet	LSP	videoconferencing	Apache 2.0	Yes	https://github.com/jitsi/jitsi-meet/blob/master/LICENSE
OBS	LSP	Open Broadcaster Software	GPL-2.0	Yes	https://github.com/obsproject/obs-studio/
obs-websockets	LSP	websocket interface for OBS	GPL-2.0	Yes	https://github.com/Palakis/obs-websocket
replay-source	LSP	replay source for OBS	GPL-2.0	Yes	https://github.com/exeldro/obs-replay-source/
Janus	LSP	WebRTC streaming server	GPL-3.0	Yes	https://github.com/meetecho/janus-gateway/blob/master/COPYING
GStreamer	LSP	streaming tool	GPL-2.0	Yes	https://gitlab.freedesktop.org/gstreamer/gstreamer/-/blob/master/COPYING

Library	Application	Description	License	Compliant	Link to license:
liblo	dyremix (SS)	OSC protocol library	LGPL	Yes	http://liblo.sourceforge.net/
attrs	MSESM (SM)	Python utility library	MIT	Yes	https://www.attrs.org/en/stable/license.html
boto3	everywhere	AWS SDK for Python	Apache 2.0	Yes	https://github.com/boto/boto3/blob/develop/LICENSE
aiolo	lspacd (SS)	liblo wrapper for Python	BSD 3-Clause	Yes	https://github.com/eliuhtr/aiolo/blob/master/LICENSE
websockets	lspacd (SS)	websockets library for Python	BSD 3-Clause	Yes	https://github.com/jaauur/websockets/blob/master/LICENSE
google-cloud-api	ingest	GCP SDK for Python	Apache 2.0	Yes	https://github.com/googleapis/google-cloud-python/blob/master/LICENSE
beamcoder	STM (editor)	alternative framework for video editor	GPLv3	Yes	https://github.com/Streampunk/beamcoder/blob/master/LICENSE
electron	STM, SS	HTML5 overlays, guest ingest, guest return	MIT	Yes	https://github.com/electron/electron/blob/master/LICENSE
chromium	STM, SS	guest ingest, overlays in editor and SS	BSD 3.0	Yes	https://github.com/chromium/chromium/blob/main/LICENSE
libx264	FFmpeg (STM, TRA)	video encoder	GPL-2.0	Yes	https://code.videolan.org/videolan/x264/-/blob/master/COPYING
libvpx	FFmpeg (STM, TRA), SS	video encoder	New BSD	Yes	https://chromium.googlesource.com/webm/libvpx/+refs/heads/master/LICENSE
libopus	SS	audio encoder	BSD 2/3-Clause/Clear	Yes	https://gitlab.xiph.org/xiph/opus/-/blob/master/LICENSE_PLEASE_READ.txt
Nvidia nvenc, CUDA	jitsi-selector, src-streamer	video encoder	Nvidia	Yes	https://developer.download.nvidia.com/designworks/DesignWorks_SDKs_Samples_Tools_License_distrib_use_rights_2017_06_13.pdf?c=evjscvlg6mdzW8ILCJsc2QlQlJodHRwc2ovL3d3dy5nb29nbGUuY291LlYlslmSiaWQlQlJzby1saW5rLTcyNTU1NSJl
lib-jitsi-meet	jitsi-spy, selector, jitsi client	library to control jitsi conferences program	Apache 2.0	Yes	https://github.com/jitsi/lib-jitsi-meet/blob/master/LICENSE
asyncio	lspor	SS output relay threading lib	Apache 2.0	Yes	https://github.com/python/asyncio/tree/master
aws-sdk-js	SS gateway, Pro beamcoder, jitsi-notifier, selector, return	aws sdk lib for nodejs	Apache 2.0	Yes	https://github.com/aws/aws-sdk-js/blob/master/LICENSE.txt
SRT	srt-live-transmit, src-streamer, lspor	streaming library	Mozilla Public License	Yes	https://github.com/Haivision/srt/blob/master/LICENSE
nginx-rtmp	ingest	streaming library	BSD 2	Yes	https://github.com/arut/nginx-rtmp-module/blob/master/LICENSE
lib-ndi	OBS, jitsi-ingest	local audio/video transport	GPL 2.0	Yes	https://github.com/obs-ndi/obs-ndi/blob/master/LICENSE
lib-obs	replays, playouts, streaming, guest ingest plugins	part of OBS studio used as a library in custor	GPL-2.0	Yes	https://github.com/obsproject/obs-studio/tree/master

Software	Application	Description	License	Compliant	Link to license:
webmidi	LACTOAC	controller	Apache 2.0	Yes	https://github.com/djipco/webmidi/blob/master/LICENSE.txt
LoupeDeck SDK	hardware controller	desktop app for ?		Yes	https://github.com/Loupedeck/PluginSdk
xkeys	LACTOAC	controller	MIT	Yes	https://github.com/SuperFlyTV/xkeys
electron	hardware-bridge	hw control	MIT	Yes	https://github.com/electron/electron/blob/master/LICENSE
react	hardware-bridge	hw control	MIT	Yes	https://github.com/facebook/react/blob/main/LICENSE
uiohook-napi	hardware-bridge	hw control	MIT	Yes	https://github.com/SnosMe/uiohook-napi/blob/master/LICENSE
redux	hardware-bridge	hw control	MIT	Yes	https://github.com/reduxjs/redux/blob/master/LICENSE.md
Bitfocus Companion	hardware-bridge	external device	MIT	Yes	https://github.com/bitfocus/companion/blob/master/LICENSE.md

Library	Application	Description	License	Compilant	Link to license:
avcpp	MSE (TRA, SM)	c++ wrapper of FFmpeg libraries	LGPLv2.1	Yes	https://github.com/h4tr3d/avcpp/blob/master/LICENSE.md
cpr	MSE (TRA, SM)	HTTP client library	MIT	Yes	https://github.com/whoshuu/cpr/blob/master/LICENSE
flags.hh	MSE (TRA, SM)	command line options parser	BSD 3-Clause	Yes	https://github.com/songgao/flags.hh/blob/master/LICENSE
nlohmann_json	MSE (TRA, SM)	JSON library for c++	MIT	Yes	https://github.com/nlohmann/json/blob/develop/LICENSE.MIT
readerwriterqueue	MSE (TRA, SM)	inter-thread communication library	Simplified BSD	Yes	https://github.com/cameron314/readerwriterqueue/blob/master/LICENSE.md
libav	MSE (TRA, SM)	FFmpeg media transcoding libraries	LGPL v2.1+, GPL v2+	Yes	https://github.com/FFmpeg/FFmpeg/blob/master/LICENSE.md

Software				
Group Id	Artifact Id	Licenses	Compliant	Repository
com.google.android.material	material	Apache 2.0	Yes	https://mvnrepository.com/artifact/com.google.android.material/material/1.2.0
com.squareup	javapoet	Apache 2.0	Yes	
javax.annotation	jsr250-api	COMMON DEVELOPMENT AND DISTRIBUTION Li	Yes	
com.google.dagger	dagger	Apache 2.0	Yes	https://github.com/google/dagger
com.jakewharton.timber	timber	The Apache Software License, Version 2.0	Yes	https://github.com/JakeWharton/timber
com.alimuzaffar.lib	pinentryedittext	The Apache Software License, Version 2.0	Yes	https://github.com/alphamu/PinEntryEditText
com.android.support	support-annotations	Apache 2.0	Yes	
androidx.appcompat	appcompat	Apache 2.0	Yes	
org.jetbrains	annotations	The Apache Software License, Version 2.0	Yes	
com.google.dagger	dagger-android	Apache 2.0	Yes	https://github.com/google/dagger
com.google.j2objc	j2objc-annotations	The Apache Software License, Version 2.0	Yes	
com.squareup.okio	okio	Apache 2.0	Yes	https://github.com/square/okio
io.reactivex.rxjava3	rxjava	The Apache Software License, Version 2.0	Yes	https://github.com/ReactiveX/RxJava
net.ltgt.gradle.incap	incap	The Apache License, Version 2.0	Yes	
com.google.code.findbugs	jsr305	The Apache Software License, Version 2.0	Yes	
com.squareup.retrofit2	retrofit	Apache 2.0	Yes	https://square.github.io/retrofit/
org.hamcrest	hamcrest-core	New BSD License	Yes	
com.squareup.okio	okio	Apache 2.0	Yes	https://github.com/square/okio
org.reactivestreams	reactive-streams	CC0	Yes	
com.google.firebase	firebase-messaging	Apache 2.0	Yes	
com.github.akarnokd	rxjava3-retrofit-adapter	The Apache Software License, Version 2.0	Yes	https://github.com/akarnokd/RxJavaRetrofitAdapter
com.google.firebase	firebase-analytics	Apache 2.0	Yes	
com.google.guava	failureaccess	The Apache Software License, Version 2.0	Yes	
com.squareup.retrofit2	converter-moshi	Apache 2.0	Yes	https://square.github.io/retrofit/
com.github.bumptech.glide	annotations	Simplified BSD License,The Apache Software Lice	Yes	https://github.com/bumptech/glide
org.checkerframework	checker-compat-qual	The MIT License,GNU General Public License, ver	Yes	
io.reactivex.rxjava3	rxandroid	The Apache Software License, Version 2.0	Yes	https://github.com/ReactiveX/RxJava
com.squareup.moshi	moshi	Apache 2.0	Yes	https://github.com/square/moshi
org.checkerframework	checker-qual	The MIT License	Yes	
com.google.firebase	firebase-crashlytics	Apache 2.0	Yes	
androidx.exifinterface	exifinterface	Apache 2.0	Yes	
com.google.code.findbugs	jsr305	The Apache Software License, Version 2.0	Yes	
com.google.errorprone	error_prone_annotations	Apache 2.0	Yes	
com.android.support	multidex	Apache 2.0	Yes	
com.google.dagger	dagger-android-processor	Apache 2.0	Yes	https://github.com/google/dagger
com.google.dagger	dagger-spi	Apache 2.0	Yes	
com.squareup.moshi	moshi	Apache 2.0	Yes	https://github.com/square/moshi
com.github.bumptech.glide	compiler	Simplified BSD License,The Apache Software Lice	Yes	https://github.com/bumptech/glide
com.google.guava	guava	The Apache Software License, Version 2.0	Yes	
com.github.bumptech.glide	glide	Simplified BSD License,The Apache Software Lice	Yes	https://github.com/bumptech/glide
com.google.dagger	dagger-android-support	Apache 2.0	Yes	
com.google.guava	listenablefuture	The Apache Software License, Version 2.0	Yes	
com.google.errorprone	javac-shaded	GNU General Public License, version 2, with the (	Yes	
com.android.support	support-fragment	Apache 2.0	Yes	
com.google.errorprone	error_prone_annotations	Apache 2.0	Yes	
com.squareup.okhttp3	okhttp	Apache 2.0	Yes	https://square.github.io/okhttp/
org.codehaus.mojo	animal-sniffer-annotations	MIT license	Yes	
com.github.bumptech.glide	disklrucache	Simplified BSD License,The Apache Software Lice	Yes	https://github.com/bumptech/glide
org.codehaus.mojo	animal-sniffer-annotations	MIT license	Yes	
com.google.dagger	dagger-compiler	Apache 2.0	Yes	https://github.com/google/dagger
com.github.bumptech.glide	gifdecoder	Simplified BSD License,The Apache Software Lice	Yes	
com.google.guava	guava	The Apache Software License, Version 2.0	Yes	https://github.com/bumptech/glide
androidx.fragment	fragment	Apache 2.0	Yes	
androidx.annotation	annotation	Apache 2.0	Yes	
io.reactivex.rxjava3	rxjava	The Apache Software License, Version 2.0	Yes	https://github.com/ReactiveX/RxJava
com.android.support	appcompat-v7	Apache 2.0	Yes	
com.google.android.play	core	Apache 2.0	Yes	
com.google.dagger	dagger-android-jarimpl	Apache 2.0	Yes	https://github.com/google/dagger
androidx.vectordrawable	vectordrawable-animated	Apache 2.0	Yes	
com.google.android.exoplayer	exoplayer	Apache 2.0	Yes	https://github.com/google/ExoPlayer
javax.inject	javax.inject	The Apache Software License, Version 2.0	Yes	
com.google.dagger	dagger-producers	Apache 2.0	Yes	https://github.com/google/dagger
com.google.googlejavaformat	google-java-format	The Apache Software License, Version 2.0	Yes	
junit	junit	Eclipse Public License 1.0	Yes	
com.google.protobuf	protobuf-java	3-Clause BSD License	Yes	

Software	Application	Description	License	Compliant	Link to license:
IQKeyboardManagerSwift	iOS Talent		MIT	Yes	https://github.com/hackiftekhar/IQKeyboardManager
Firebase/Messaging	iOS Talent		Terms of Service for Fir	Yes	https://firebase.google.com/terms/
Firebase/Analytics	iOS Talent		Terms of Service for Fir	Yes	https://firebase.google.com/terms/
Firebase/Crashlytics	iOS Talent		Terms of Service for Fir	Yes	https://firebase.google.com/terms/
CocoaPods	iOS Talent		MIT	Yes	https://github.com/CocoaPods/CocoaPods/blob/master/LICENSE
Jazzy	iOS Talent		MIT	Yes	https://github.com/realm/jazzy/blob/master/LICENSE

	Compliance
(The Apache License Version 2.0), AWS SDK for Java - Core (com.amazonaws,aws-java-sdk-core,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Java SDK for Amazon DynamoDB (com.amazonaws,aws-java-sdk-dynamodb,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Java SDK for Amazon EC2 (com.amazonaws,aws-java-sdk-ec2,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Java SDK for AWS KMS (com.amazonaws,aws-java-sdk-kms,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Java SDK for Amazon S3 (com.amazonaws,aws-java-sdk-s3,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Path Query Library (com.amazonaws,jmespath-java,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(The Apache Software License Version 2.0), Jackson-annotations (com.fasterxml.jackson.core,jackson-annotations,2.9.9 - http://github.com/FasterXML/jackson)	Yes
(The Apache Software License Version 2.0), Jackson-core (com.fasterxml.jackson.core,jackson-core,2.9.9 - https://github.com/FasterXML/jackson-core)	Yes
(The Apache Software License Version 2.0), Jackson-databind (com.fasterxml.jackson.core,jackson-databind,2.9.9 - http://github.com/FasterXML/jackson)	Yes
(The Apache Software License Version 2.0), Jackson dataformat, CBOR (com.fasterxml.jackson.dataformat,jackson-dataformat-cbor,2.12.6 - http://github.com/FasterXML/jackson-dataformats-binary)	Yes
(Apache 2.0), Gson (com.google.code.gson,gson,2.10.1 - https://github.com/google/gson/gson)	Yes
(The Apache License Version 2.0), Guava (com.google.guava,guava,21.0 - http://guava-project.org/)	Yes
(The Apache Software License Version 2.0), Spark (com.sparkjava,spark-core,2.5.4 - http://www.sparkjava.com/)	Yes
(BSD-3-Clause license), TwelveMonkeys , Common , Image (com.twelvemonkeys.common,common-image,3.2.1 - http://nexus.sonatype.org/oss-repository-hosting.html/twelvemonkeys/common/common-image)	Yes
(BSD-3-Clause license), TwelveMonkeys , Common , IO (com.twelvemonkeys.common,common-io,3.2.1 - http://nexus.sonatype.org/oss-repository-hosting.html/twelvemonkeys/common/common-io)	Yes
(BSD-3-Clause license), TwelveMonkeys , Common , Language support (com.twelvemonkeys.common,common-lang,3.2.1 - http://nexus.sonatype.org/oss-repository-hosting.html/twelvemonkeys/common/common-lang)	Yes
(BSD-3-Clause license), TwelveMonkeys , ImageIO , Core (com.twelvemonkeys.imageio,imageio-core,3.2.1 - http://nexus.sonatype.org/oss-repository-hosting.html/twelvemonkeys/imageio/imageio-core)	Yes
(Apache License Version 2.0), Apache Commons BeanUtils (commons-beanutils,commons-beanutils,1.9.4 - https://commons.apache.org/proper/commons-beanutils/)	Yes
(Apache License Version 2.0), Apache Commons Code (commons-code,commons-code,1.15 - https://commons.apache.org/proper/commons-codec/)	Yes
(Apache License Version 2.0), Apache Commons Collections (commons-collections,commons-collections,3.2.2 - http://commons.apache.org/collections/)	Yes
(Apache License Version 2.0), Apache Commons IO (commons-io,commons-io,2.5 - http://commons.apache.org/proper/commons-io/)	Yes
(The Apache Software License Version 2.0), Commons Logging (commons-logging,commons-logging,1.1.3 - http://commons.apache.org/proper/commons-logging/)	Yes
(Apache License Version 2.0), Apache Commons Net (commons-net,commons-net,3.6 - http://commons.apache.org/proper/commons-net/)	Yes
(Apache License Version 2.0), Netty/All-in-One (io.netty,netty-all,4.1.63.Final - https://netty.io/netty-all/)	Yes
(Apache License Version 2.0), GNU General Public License, version 2 with the GNU Classpath Exception), Jakarta JSON Processing API (jakarta.json,jakarta.json-api,1.1.6 - https://github.com/eclipse-ee4j/jsonp)	Yes
(CDL/GPLv2+CE), JavaBeans Activation Framework API (javax.activation,javax.activation-api,1.2.0 - http://www.java.com/activation-api/)	Yes
(The Apache License Version 2.0), Java EE 7 API (javax.jaxb,jaxb-api,2.3.1 - http://jaxb.java.com/)	Yes
(CDL + GPLv2 with classpath exception), Java Servlet API (javax.servlet,javax.servlet-api,3.1.0 - http://servlet-spec.java.net)	Yes
(CDL + 1.1 (GPL2 w/ CPE), JAXB API (javax.xml.bind,jaxb-api,2.3.1 - https://github.com/jvarese/jaxb-spec-jaxb-api)	Yes
(Apache 2), Joda-Time (joda-time,joda-time,2.8.1 - http://www.joda.org/joda-time/)	Yes
(Eclipse Public License 1.0), JUnit (junit,junit,4.12 - http://junit.org)	Yes
(The Apache Software License Version 2.0), Byte Buddy (without dependencies) (net.bytebuddy,byte-buddy,1.9.10 - http://bytebuddy.net/byte-buddy)	Yes
(The Apache Software License Version 2.0), Byte Buddy Java Agent (net.bytebuddy,byte-buddy-agent,1.9.10 - http://bytebuddy.net/byte-buddy-agent)	Yes
(Apache License Version 2.0), Failsafe (net.jodah,failsafe,1.0.5 - http://github.com/palermi/failsafe/)	Yes
(Apache License Version 2.0), ActivemQ , Broker (org.apache.activemq,activemq-broker,5.16.2 - http://activemq.apache.org/activemq-broker)	Yes
(Apache License Version 2.0), ActivemQ , Client (org.apache.activemq,activemq-client,5.16.2 - http://activemq.apache.org/activemq-client)	Yes
(Apache License Version 2.0), ActivemQ , Openwire Legacy Support (org.apache.activemq,activemq-openwire-legacy,5.16.2 - http://activemq.apache.org/activemq-openwire-legacy)	Yes
(Apache License Version 2.0), ActivemQ , STOMP Protocol (org.apache.activemq,activemq-stomp,5.16.2 - http://activemq.apache.org/activemq-stomp)	Yes
(Apache License Version 2.0), ActivemQ Artemis Commons (org.apache.activemq,artemis-commons,2.16.0 - http://apache.org/activemq/artemis-commons)	Yes
(Apache License Version 2.0), ActivemQ Artemis Core Client (org.apache.activemq,artemis-core-client,2.16.0 - http://apache.org/activemq/artemis-core-client)	Yes
(Apache License Version 2.0), ActivemQ Artemis HqClient Protocol (org.apache.activemq,artemis-hqclient-protocol,2.16.0 - http://apache.org/activemq/artemis-protocols/artemis-hqclient-protocol)	Yes
(Apache License Version 2.0), ActivemQ Artemis JMS Client (org.apache.activemq,artemis-jms-client,2.16.0 - http://apache.org/activemq/artemis-jms-client)	Yes
(Apache License Version 2.0), ActivemQ Artemis Selector Implementation (org.apache.activemq,artemis-selector,2.16.0 - http://apache.org/activemq/artemis-selector)	Yes
(Apache License Version 2.0), Apache Commons Lang (org.apache.commons,commons-lang,3.3.5 - http://commons.apache.org/proper/commons-lang/)	Yes
(The Apache Software License Version 2.0), J2EE Management 1.1 (org.apache.geronimo.specs,geronimo-j2ee-management_1.1_spec,1.0.1 - http://geronimo.apache.org/specs/geronimo-j2ee-management_1.1_spec)	Yes
(The Apache Software License Version 2.0), JMS 1.1 (org.apache.geronimo.specs,geronimo-jms_1.1_spec,1.1.1 - http://geronimo.apache.org/specs/geronimo-jms_1.1_spec)	Yes
(Apache License Version 2.0), Apache HTTP Client (org.apache.httpcomponents,httpclient,4.5.13 - http://hc.apache.org/httpcomponents-client)	Yes
(Apache License Version 2.0), Apache HttpClient (org.apache.httpcomponents,httpcore,4.4.13 - http://hc.apache.org/httpcomponents-core-ga)	Yes
(Apache License Version 2.0), Apache Log4j API (org.apache.logging.log4j,log4j-api,2.19.0 - https://logging.apache.org/log4j/2.x/log4j-api/)	Yes
(Apache License Version 2.0), Apache Log4j Core (org.apache.logging.log4j,log4j-core,2.19.0 - https://logging.apache.org/log4j/2.x/log4j-core/)	Yes
(Apache 2.0), Awaitility (org.awaitility,awaitility,1.1.0 - http://awaitility.org)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Http Utility (org.eclipse.jetty,jetty-http,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , IO Utility (org.eclipse.jetty,jetty-io,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Security (org.eclipse.jetty,jetty-security,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Server Core (org.eclipse.jetty,jetty-server,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Servlet Handling (org.eclipse.jetty,jetty-servlet,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Utilities (org.eclipse.jetty,jetty-util,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Webapp Application Support (org.eclipse.jetty,jetty-webapp,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , XML utilities (org.eclipse.jetty,jetty-xml,9.3.6.v20151106 - http://www.eclipse.org/jetty/)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Websocket , API (org.eclipse.jetty.websocket,websocket-api,9.3.6.v20151106 - http://www.eclipse.org/jetty/websocket-api)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Websocket , Client (org.eclipse.jetty.websocket,websocket-client,9.3.6.v20151106 - http://www.eclipse.org/jetty/websocket-client)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Websocket , Common (org.eclipse.jetty.websocket,websocket-common,9.3.6.v20151106 - http://www.eclipse.org/jetty/websocket-common)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Websocket , Server (org.eclipse.jetty.websocket,websocket-server,9.3.6.v20151106 - http://www.eclipse.org/jetty/websocket-server)	Yes
(Apache Software License - Version 2.0) (Eclipse Public License - Version 1.0), Jetty , Websocket , Servlet Interface (org.eclipse.jetty.websocket,websocket-servlet,9.3.6.v20151106 - http://www.eclipse.org/jetty/websocket-servlet)	Yes
(The Apache Software License Version 2.0), hamcrest (org.hamcrest,hamcrest,1.1 - http://hamcrest.org/hamcrest)	Yes
(Eclipse Public License 2.0) (GNU General Public License, version 2 with the GNU Classpath Exception), JSON-P Default Provider (org.glassfish.jakarta.json,1.1.6 - https://github.com/eclipse-ee4j/jsonp)	Yes
(Dual license consisting of the CDDL v1.1 and GPL v2), JSR 353 (JSON Processing), Default Provider (org.glassfish.javax.json,1.0.4 - http://jsonp.java.net)	Yes
(BSD License 3), Hamcrest (org.hamcrest,hamcrest,2.1 - http://hamcrest.org/JavaHamcrest/)	Yes
(New BSD License), Hamcrest Core (org.hamcrest,hamcrest-core,1.3 - https://github.com/hamcrest/JavaHamcrest/hamcrest-core)	Yes
(Apache License, version 2.0), JBoss Logging 3 (org.jboss.logging,jboss-logging,3.4.1.Final - http://www.jboss.org)	Yes
(Apache License 2.0), JBoss Marshalling API (org.jboss.marshalling,jboss-marshalling,2.0.11.Final - http://www.jboss.org/jboss-marshalling-parent/jboss-marshalling)	Yes
(Apache License 2.0), JBoss Marshalling River (org.jboss.marshalling,jboss-marshalling-river,2.0.11.Final - http://www.jboss.org/jboss-marshalling-parent/jboss-marshalling-river)	Yes
(Apache License 2.0), JBoss Remoting (org.jboss.remoting,jboss-remoting,5.0.20.Final - http://www.jboss.org/jboss-remoting)	Yes
(Eclipse Public License 2.0) (GNU General Public License, version 2 with the GNU Classpath Exception), Jakarta Messaging API (org.jboss.spec.javax.jms,jboss-jms-api_2.0_spec,2.0.0.Final - https://github.com/jboss/jakarta-jms-api)	Yes
(Apache License 2.0), JGroups Threads (org.jboss.threads,jboss-threads,2.4.0.Final - http://www.jboss.org/jboss-threads)	Yes
(Apache License 2.0), XNIO API (org.jboss.xnio,xnio-api,3.8.4.Final - http://www.jboss.org/xnio)	Yes
(Apache License 2.0), XNIO NIO Implementation (org.jboss.xnio,xnio-nio,3.8.4.Final - http://www.jboss.org/xnio-all/xnio-nio)	Yes
(The JSRN License), JSR in Java (org.jgroups,jgroups,4.2.11.Final - http://www.jgroups.org)	Yes
(The MIT License), Mockito Core (org.mockito,mockito-core,2.29.2 - https://github.com/mockito/mockito)	Yes
(Apache 2), Objectenesis (org.objectenesis,objectenesis,2.6 - http://objectenesis.org)	Yes
(The MIT License), Project Lombok (org.projectlombok,lombok,1.18.20 - https://projectlombok.org)	Yes
(Apache License Version 2.0), JCL 1.2 implemented over SLF4J (org.slf4j,jcl-over-slf4j,1.7.30 - http://www.slf4j.org)	Yes
(MIT License), SLF4J API Module (org.slf4j,slf4j-api,1.7.13 - http://www.slf4j.org)	Yes
(GNU Lesser General Public License v2.1 or later), Wildfly, Jakarta Enterprise Beans and Jakarta Messaging client combined properties (org.wildfly,wildfly-client-properties,23.0.2.Final - http://www.jboss.org/wildfly-parent/wildfly-client-properties)	Yes
(Apache License 2.0), Wildfly BOMs, JMS Client (org.wildfly,wildfly-jms-client-bom,23.0.2.Final - http://www.jboss.org/wildfly-parent/wildfly-jms-client-bom)	Yes
(Apache License 2.0), Wildfly Naming Client (org.wildfly,wildfly-naming-client,1.0.14.Final - http://www.jboss.org/wildfly-naming-client)	Yes
(Apache License 2.0), Wildfly Client Configuration (org.wildfly,wildfly-client-config,1.0.1.Final - http://www.jboss.org/wildfly-client-config)	Yes
(Apache License 2.0), Wildfly Common (org.wildfly,common,wildfly-common,1.5.4.Final - http://www.jboss.org/wildfly-common)	Yes
(Apache License 2.0), Wildfly Elytron (org.wildfly,security,wildfly-elytron,1.15.3.Final - http://www.jboss.org/wildfly-elytron-parent/wildfly-elytron)	Yes
(The Apache License Version 2.0), software.amazon.ion.ion-java (software.amazon.ion,ion-java,1.0.2 - https://github.com/amzn/lambda/ion-java/)	Yes

Software	Compliant
(CDDL/GPLv2+CE), JavaMail API (com.sun.mail,javax.mail,1.5.0 - http://javamail.java.net/javax.mail)	Yes
(CDDL + GPLv2 with classpath exception), Java(TM), EE 7 Specification APIs (javax.javaee-api,7.0 - http://java.net/javaee-api/)	Yes
(Common Development and Distribution License (CDDL), v1.0), JavaBeans Activation Framework (JAF) (javax.activation,activation,1.1 - http://java.sun.com/products/javabeans/jaf/inc)	Yes
(Apache 2), Joda-Time (joda-time,joda-time,2.9.9 - http://www.joda.org/joda-time/)	Yes
(Apache License Version 2.0), tomcat-annotations-api (org.apache.tomcat,tomcat-annotations-api,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-api (org.apache.tomcat,tomcat-api,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-catalina (org.apache.tomcat,tomcat-catalina,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-coyote (org.apache.tomcat,tomcat-coyote,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-el-api (org.apache.tomcat,tomcat-el-api,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-jni (org.apache.tomcat,tomcat-jni,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-jsp-api (org.apache.tomcat,tomcat-jsp-api,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-juli (org.apache.tomcat,tomcat-juli,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0 and Common Development And Distribution License (CDDL) Version 1.0), tomcat-servlet-api (org.apache.tomcat,tomcat-servlet-api,8.0.12 - http://tomcat)	Yes
(Apache License Version 2.0), tomcat-util (org.apache.tomcat,tomcat-util,8.0.12 - http://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-util-scan (org.apache.tomcat,tomcat-util-scan,8.0.12 - http://tomcat.apache.org/)	Yes
(The MIT License), Project Lombok (org.projectlombok,lombok,1.18.10 - https://projectlombok.org)	Yes

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(Apache License Version 2.0), AWS SDK for Java - Core (com.amazonaws,aws-java-sdk-core,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Java SDK for Amazon DynamoDB (com.amazonaws,aws-java-sdk-dynamodb,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Java SDK for AWS KMS (com.amazonaws,aws-java-sdk-kms,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(Apache License Version 2.0), AWS Java SDK for Amazon S3 (com.amazonaws,aws-java-sdk-s3,1.12.178 - https://aws.amazon.com/sdkforjava)	Yes
(The Apache Software License Version 2.0), Jackson-annotations (com.fasterxml.jackson.core,jackson-annotations,2.12.0-rc2 - http://github.com/FasterXML/jackson)	Yes
(The Apache Software License Version 2.0), Jackson-core (com.fasterxml.jackson.core,jackson-core,2.12.0-rc2 - https://github.com/FasterXML/jackson-core)	Yes
(The Apache Software License Version 2.0), jackson-databind (com.fasterxml.jackson.core,jackson-databind,2.12.0-rc2 - http://github.com/FasterXML/jackson)	Yes
(The Apache Software License Version 2.0), Jackson dataformat, CBOR (com.fasterxml.jackson.dataformat,jackson-dataformat-cbor,2.12.6 - http://github.com/FasterXML/jackson-data)	Yes
(The Apache Software License Version 2.0), Jackson module, JAXB Annotations (com.fasterxml.jackson.module,jackson-module-jaxb-annotations,2.12.0-rc2 - https://github.com/Faster)	Yes
(Apache 2.0), Gson (com.google.code.gson,gson,2.8.6 - https://github.com/google/gson/gson)	Yes
(Apache License Version 2.0), Apache Commons Codec (commons-codec,commons-codec,1.15 - https://commons.apache.org/proper/commons-codec/)	Yes
(EDL 1.0), JavaBeans Activation Framework API jar (jakarta.activation,jakarta.activation-api,1.2.1 - https://github.com/eclipse-ee4j/jaf/jakarta.activation-api)	Yes
(Eclipse Distribution License - v 1.0), jakarta.xml.bind-api (jakarta.xml.bind,jakarta.xml.bind-api,2.3.2 - https://github.com/eclipse-ee4j/jaxb-api/jakarta.xml.bind-api)	Yes
(Apache License Version 2.0), Apache HttpClient (org.apache.httpcomponents,httpclient,4.5.13 - http://hc.apache.org/httpcomponents-client)	Yes
(Apache License Version 2.0), Apache HttpCore (org.apache.httpcomponents,httpcore,4.4.13 - http://hc.apache.org/httpcomponents-core-ga)	Yes
(The MIT License), Project Lombok (org.projectlombok,lombok,1.18.12 - https://projectlombok.org)	Yes
(The Apache License Version 2.0), software.amazon.ion,ion-java (software.amazon.ion,ion-java,1.0.2 - https://github.com/amznlabs/ion-java/)	Yes

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(BSD License), AntLR Parser Generator (antlr,antlr,2.7.7 - http://www.antlr.org/)	Yes
(Eclipse Public License - v 1.0) (GNU Lesser General Public License), Logback Classic Module (ch.qos.logback,logback-classic,1.2.11 - http://logback.qos.ch/logback-classic)	Yes
(Eclipse Public License - v 1.0) (GNU Lesser General Public License), Logback Core Module (ch.qos.logback,logback-core,1.2.11 - http://logback.qos.ch/logback-core)	Yes
(Apache License Version 2.0), ClassMate (com.fasterxml,classmate,1.5.1 - https://github.com/FasterXML/java-classmate)	Yes
(The Apache Software License Version 2.0), Jackson-annotation (com.fasterxml,jackson.core,jackson-annotations,2.13.3 - http://github.com/FasterXML/jackson)	Yes
(The Apache Software License Version 2.0), Jackson-core (com.fasterxml,jackson.core,jackson-core,2.13.3 - https://github.com/FasterXML/jackson-core)	Yes
(The Apache Software License Version 2.0), Jackson-databind (com.fasterxml,jackson.core,jackson-databind,2.13.3 - http://github.com/FasterXML/jackson)	Yes
(The Apache Software License Version 2.0), Jackson datatype, jdk8 (com.fasterxml,jackson.datatype,jackson-datatype-jdk8,2.13.3 - https://github.com/FasterXML/jackson-modules-java8/jackson-datatype-jdk8)	Yes
(The Apache Software License Version 2.0), Jackson datatype, JSR310 (com.fasterxml,jackson.datatype,jackson-datatype-jsr310,2.13.3 - https://github.com/FasterXML/jackson-modules-java8/jackson-datatype-jsr310)	Yes
(The Apache Software License Version 2.0), Jackson-module-parameter-names (com.fasterxml,jackson.module,jackson-module-parameter-names,2.13.3 - https://github.com/FasterXML/jackson-modules-java8/jackson-module-parameter-names)	Yes
(The Apache Software License Version 2.0), project 'json-path' (com.jayway,jsonpath,json-path,2.7.0 - https://github.com/jayway/JsonPath)	Yes
(EDL 1.0), Jakarta Activation (com.sun.activation,jakarta.activation,1.2.2 - https://github.com/eclipse-ee4j/jaf/jakarta.activation)	Yes
(Eclipse Distribution License - v 1.0), istack common utility code runtime (com.sun.istack,istack-commons-runtime,3.0.12 - https://projects.eclipse.org/projects/ee4j/istack-commons/istack-commons-runtime)	Yes
(Apache License 2.0), JSON library from Android SDK (com.vaadin.external.google,android-json,0.0.20131108.vaadin1 - http://developer.android.com/sdk)	Yes
(The Apache Software License Version 2.0), HikariCP (com.zaxxer,HikariCP,4.0.3 - https://github.com/brettwooldridge/HikariCP)	Yes
(EDL 1.0), Jakarta Activation API jar (jakarta.activation,jakarta.activation-api,1.2.2 - https://github.com/eclipse-ee4j/jaf/jakarta.activation-api)	Yes
(EPL 2.0) (GPL 2 w/ CPE), Jakarta Annotations API (jakarta.annotation,jakarta.annotation-api,1.3.5 - https://projects.eclipse.org/projects/ee4j/ja)	Yes
(Eclipse Distribution License v. 1.0) (Eclipse Public License v. 2.0), Jakarta Persistence API (jakarta.persistence,jakarta.persistence-api,2.2.3 - https://github.com/eclipse-ee4j/jpa-api)	Yes
(EPL 2.0) (GPL 2 w/ CPE), Javax.transaction API (jakarta.transaction,jakarta.transaction-api,1.3.3 - https://projects.eclipse.org/projects/ee4j/jta)	Yes
(Eclipse Distribution License - v 1.0), Jakarta XML Binding API (jakarta.xml.bind,jakarta.xml.bind-api,2.3.3 - https://github.com/eclipse-ee4j/jaxb-api/jakarta.xml.bind-api)	Yes
(Apache License Version 2.0), Byte Buddy (without dependencies) (net.bytebuddy,byte-buddy,1.12.10 - https://bytebuddy.net/byte-buddy)	Yes
(Apache License Version 2.0), Byte Buddy agent (net.bytebuddy,byte-buddy-agent,1.12.10 - https://bytebuddy.net/byte-buddy-agent)	Yes
(The Apache Software License Version 2.0), ASM based accessors helper used by json-smart (net.minidev,accessors-smart,2.4.8 - https://urielch.github.io/)	Yes
(The Apache Software License Version 2.0), JSON Small and Fast Parser (net.minidev,json-smart,2.4.8 - https://urielch.github.io/)	Yes
(Apache License Version 2.0), Apache Log4j API (org.apache.logging.log4j,log4j-api,2.17.2 - https://logging.apache.org/log4j/2.x/log4j-api/)	Yes
(Apache License Version 2.0), Apache Log4j to SLF4J Adapter (org.apache.logging.log4j,log4j-to-slf4j,2.17.2 - https://logging.apache.org/log4j/2.x/log4j-to-slf4j/)	Yes
(Apache License Version 2.0), tomcat-embed-core (org.apache.tomcat.embed,tomcat-embed-core,9.0.63 - https://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-embed-el (org.apache.tomcat.embed,tomcat-embed-el,9.0.63 - https://tomcat.apache.org/)	Yes
(Apache License Version 2.0), tomcat-embed-websocket (org.apache.tomcat.embed,tomcat-embed-websocket,9.0.63 - https://tomcat.apache.org/)	Yes
(The Apache License Version 2.0), org.apiguardian,apiguardian-api (org.apiguardian,apiguardian-api,1.1.2 - https://github.com/apiguardian-team/apiguardian)	Yes
(Eclipse Public License - v 2.0), AspectJ Weaver (org.aspectj,aspectjweaver,1.9.7 - https://www.eclipse.org/aspectj/)	Yes
(Apache License Version 2.0), AssertJ fluent assertions (org.assertj,assertj-core,3.22.0 - https://assertj.github.io/doc/assertj-core/)	Yes
(The MIT License), Checker Qual (org.checkerframework,checker-qual,3.5.0 - https://checkerframework.org)	Yes
(Eclipse Distribution License - v 1.0), JAXB Runtime (org.glassfish.jaxb,jaxb-runtime,2.3.6 - https://eclipse-ee4j.github.io/jaxb-r/)	Yes
(Eclipse Distribution License - v 1.0), TXW2 Runtime (org.glassfish.jaxb,txw2,2.3.6 - https://eclipse-ee4j.github.io/jaxb-r/)	Yes
(BSD License 3), Hamcrest (org.hamcrest,hamcrest,2.2 - http://hamcrest.org/JavaHamcrest/)	Yes
(GNU Library General Public License v2.1 or later), Hibernate ORM - hibernate-core (org.hibernate,hibernate-core,5.6.9.Final - https://hibernate.org/orm)	Yes
(GNU Library General Public License v2.1 or later), Hibernate Commons Annotations (org.hibernate.common,hibernate-commons-annotations,5.1.2.Final - http://hibernate.org)	Yes
(Apache License Version 2.0), Java Annotation Indexer (org.jboss,jandex,2.4.2.Final - http://www.jboss.org/jandex)	Yes
(Apache License, version 2.0), JBoss Logging 3 (org.jboss.logging,jboss-logging,3.4.3.Final - http://www.jboss.org)	Yes
(Eclipse Public License v2.0), JUnit Jupiter (Aggregator) (org.junit,jupiter,junit-jupiter,5.8.2 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Jupiter API (org.junit,jupiter,junit-jupiter-api,5.8.2 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Jupiter Engine (org.junit,jupiter,junit-jupiter-engine,5.8.2 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Jupiter Params (org.junit,jupiter,junit-jupiter-params,5.8.2 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Platform Commons (org.junit.platform,junit-platform-commons,1.8.2 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Platform Engine API (org.junit.platform,junit-platform-engine,1.8.2 - https://junit.org/junit5/)	Yes
(The MIT License), mockito-core (org.mockito,mockito-core,4.5.1 - https://github.com/mockito/mockito)	Yes
(The MIT License), mockito-junit-jupiter (org.mockito,mockito-junit-jupiter,4.5.1 - https://github.com/mockito/mockito)	Yes
(Apache License Version 2.0), Objenesis (org.objenesis,objenesis,3.2 - http://objenesis.org/objenesis)	Yes
(The Apache License Version 2.0), org.opentest4j,opentest4j (org.opentest4j,opentest4j,1.2.0 - https://github.com/ot4j-team/opentest4j)	Yes
(BSD-3-Clause), asm (org.ow2.asm,asm,5.1.1 - http://asm.ow2.io/)	Yes
(BSD-2-Clause), PostgreSQL JDBC Driver (org.postgresql,postgresql,42.3.5 - https://jdbc.postgresql.org)	Yes
(The MIT License), Project Lombok (org.projectlombok,lombok,1.18.24 - https://projectlombok.org)	Yes
(The Apache Software License Version 2.0), JSONassert (org.skyscreamer,jsonassert,1.5.0 - https://github.com/skyscreamer/JSONassert)	Yes
(MIT License), JUL to SLF4J bridge (org.slf4j,jul-to-slf4j,1.7.36 - http://www.slf4j.org)	Yes
(MIT License), SLF4J API Module (org.slf4j,slf4j-api,1.7.36 - http://www.slf4j.org)	Yes
(Apache License Version 2.0), Spring AOP (org.springframework,spring-aop,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Aspects (org.springframework,spring-aspects,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Beans (org.springframework,spring-beans,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Context (org.springframework,spring-context,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Core (org.springframework,spring-core,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Expression Language (SpEL) (org.springframework,spring-expression,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Commons Logging Bridge (org.springframework,spring-jcl,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring JDBC (org.springframework,spring-jdbc,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Object/Relational Mapping (org.springframework,spring-orm,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring TestContext Framework (org.springframework,spring-test,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Transaction (org.springframework,spring-tx,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Web (org.springframework,spring-web,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Web MVC (org.springframework,spring-webmvc,5.3.20 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), spring-boot (org.springframework.boot,spring-boot,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-autoconfigure (org.springframework.boot,spring-boot-autoconfigure,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-devtools (org.springframework.boot,spring-boot-devtools,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter (org.springframework.boot,spring-boot-starter,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-aop (org.springframework.boot,spring-boot-starter-aop,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-data-jpa (org.springframework.boot,spring-boot-starter-data-jpa,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-jdbc (org.springframework.boot,spring-boot-starter-jdbc,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-json (org.springframework.boot,spring-boot-starter-json,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-logging (org.springframework.boot,spring-boot-starter-logging,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-test (org.springframework.boot,spring-boot-starter-test,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-tomcat (org.springframework.boot,spring-boot-starter-tomcat,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-starter-web (org.springframework.boot,spring-boot-starter-web,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-test (org.springframework.boot,spring-boot-test,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), spring-boot-test-autoconfigure (org.springframework.boot,spring-boot-test-autoconfigure,2.7.0 - https://spring.io/projects/spring-boot)	Yes
(Apache License Version 2.0), Spring Data Core (org.springframework.data,spring-data-commons,2.7.0 - https://www.spring.io/spring-data/spring-data-commons)	Yes
(Apache License Version 2.0), Spring Data JPA (org.springframework.data,spring-data-jpa,2.7.0 - https://spring.io/projects/spring-data-jpa)	Yes
(The Apache Software License Version 2.0), org.xmlunit,xmlunit-core (org.xmlunit,xmlunit-core,2.9.0 - https://www.xmlunit.org/)	Yes
(Apache License Version 2.0), SnakeYAML (org.yaml,snakeyaml,1.30 - https://bitbucket.org/snakeyaml/snakeyaml)	Yes

Software	Compliant
(Eclipse Public License - v 1.0) (GNU Lesser General Public License), Logback Classic Module (ch.qos.logback,logback-classic,1.4.5 - http://logback.qos.ch/logback-classic ;	Yes
(Eclipse Public License - v 1.0) (GNU Lesser General Public License), Logback Core Module (ch.qos.logback,logback-core,1.4.5 - http://logback.qos.ch/logback-core ;	Yes
(Apache License Version 2.0), AWS SDK for Java - BOM (com.amazonaws,aws-java-sdk-bom,1.12.178 - https://aws.amazon.com/sdkforjava	Yes
(Apache License Version 2.0), AWS SDK for Java - Core (com.amazonaws,aws-java-sdk-core,1.12.178 - https://aws.amazon.com/sdkforjava ;	Yes
(Apache License Version 2.0), AWS Java SDK for Amazon DynamoDB (com.amazonaws,aws-java-sdk-dynamodb,1.12.178 - https://aws.amazon.com/sdkforjava	Yes
(Apache License Version 2.0), AWS Java SDK for AWS KMS (com.amazonaws,aws-java-sdk-kms,1.12.178 - https://aws.amazon.com/sdkforjava	Yes
(Apache License Version 2.0), AWS Java SDK for Amazon S3 (com.amazonaws,aws-java-sdk-s3,1.12.178 - https://aws.amazon.com/sdkforjava ;	Yes
(Apache License Version 2.0), JMES Path Query library (com.amazonaws,jmespath-java,1.12.178 - https://aws.amazon.com/sdkforjava ;	Yes
(The Apache Software License Version 2.0), Jackson-annotations (com.fasterxml,jackson.core,jackson-annotations,2.14.1 - https://github.com/FasterXML/jackson	Yes
(The Apache Software License Version 2.0), Jackson-core (com.fasterxml,jackson.core,jackson-core,2.14.1 - https://github.com/FasterXML/jackson-core	Yes
(The Apache Software License Version 2.0), jackson-databind (com.fasterxml,jackson.core,jackson-databind,2.14.1 - https://github.com/FasterXML/jackson	Yes
(The Apache Software License Version 2.0), Jackson dataformat, CBOR (com.fasterxml,jackson.dataformat,jackson-dataformat-cbor,2.14.1 - https://github.com/FasterXML/jackson-dataformat-cbor ;	Yes
(MIT License), S3 Stream Upload (com.github.alexmojaki,s3-stream-upload,2.2.4 - https://github.com/alexmojaki/s3-stream-upload]	Yes
(The Apache Software License Version 2.0), project 'jason-path' (com.jayway.jsonpath,json-path,2.7.0 - https://github.com/jayway/JsonPath	Yes
(Apache License 2.0), JSON library from Android SDK (com.vaadin.external.google,android-json,0.0.20131108.vaadin1 - http://developer.android.com/sdk ;	Yes
(Apache License Version 2.0), Apache Commons Codec (commons-codec,commons-codec,1.15 - https://commons.apache.org/proper/commons-codec/	Yes
(Apache License Version 2.0), Apache Commons IO (commons-io,commons-io,2.11.0 - https://commons.apache.org/proper/commons-io/	Yes
(The Apache Software License Version 2.0), Commons Logging (commons-logging,commons-logging,1.1.3 - http://commons.apache.org/proper/commons-logging/	Yes
(EDL 1.0), Jakarta Activation API (jakarta.activation,jakarta.activation-api,2.1.0 - https://github.com/eclipse-ee4j/jaf)	Yes
(EPL 2.0) (GPL2 w/ CPE), Jakarta Annotations API (jakarta.annotation,jakarta.annotation-api,2.1.1 - https://projects.eclipse.org/projects/ee4j.ca	Yes
(Eclipse Distribution License - v 1.0), Jakarta XML Binding API (jakarta.xml.bind,jakarta.xml.bind-api,4.0.0 - https://github.com/eclipse-ee4j/jaxb-api/jakarta.xml.bind-api)	Yes
(Apache 2), Joda-Time (joda-time,joda-time,2.8.1 - http://www.joda.org/joda-time/)	Yes
(Apache License Version 2.0), Byte Buddy (without dependencies) (net.bytebuddy,byte-buddy,1.12.20 - https://bytebuddy.net/byte-buddy	Yes
(Apache License Version 2.0), Byte Buddy agent (net.bytebuddy,byte-buddy-agent,1.12.20 - https://bytebuddy.net/byte-buddy-agent	Yes
(The Apache Software License Version 2.0), ASM based accessors helper used by json-smart (net.minidev,accessors-smart,2.4.8 - https://urielch.github.io/	Yes
(The Apache Software License Version 2.0), JSON Small and Fast Parser (net.minidev,json-smart,2.4.8 - https://urielch.github.io/ ;	Yes
(Apache License Version 2.0), Apache HttpClient (org.apache.httpcomponents,httpclient,4.5.13 - http://hc.apache.org/httpcomponents-client	Yes
(Apache License Version 2.0), Apache HttpClient Core (org.apache.httpcomponents,httpcore,4.4.16 - http://hc.apache.org/httpcomponents-core-ga	Yes
(Apache License Version 2.0), Apache HttpClient Mime (org.apache.httpcomponents,httpmime,4.5.13 - http://hc.apache.org/httpcomponents-client	Yes
(Apache License Version 2.0), Apache Log4j API (org.apache.logging.log4j,log4j-api,2.19.0 - https://logging.apache.org/log4j/2.x/log4j-api/)	Yes
(Apache License Version 2.0), Apache Log4j Core (org.apache.logging.log4j,log4j-core,2.19.0 - https://logging.apache.org/log4j/2.x/log4j-core/)	Yes
(The Apache License Version 2.0), org.apiguardian,apiguardian-api (org.apiguardian,apiguardian-api,1.1.2 - https://github.com/apiguardian-team/apiguardian)	Yes
(Apache License Version 2.0), AssertJ fluent assertions (org.assertj,assertj-core,3.23.1 - https://project.parent.url/assertj-core ;	Yes
(BSD License 3), Hamcrest (org.hamcrest,hamcrest,2.2 - http://hamcrest.org/JavaHamcrest/)	Yes
(Eclipse Public License v2.0), JUnit Jupiter (Aggregator) (org.junit.jupiter,junit-jupiter,5.9.1 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Jupiter API (org.junit.jupiter,junit-jupiter-api,5.9.1 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Jupiter Engine (org.junit.jupiter,junit-jupiter-engine,5.9.1 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Jupiter Params (org.junit.jupiter,junit-jupiter-params,5.9.1 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Platform Commons (org.junit.platform,junit-platform-commons,1.9.1 - https://junit.org/junit5/)	Yes
(Eclipse Public License v2.0), JUnit Platform Engine API (org.junit.platform,junit-platform-engine,1.9.1 - https://junit.org/junit5/)	Yes
(The MIT License), mockito-core (org.mockito,mockito-core,4.8.1 - https://github.com/mockito/mockito	Yes
(The MIT License), mockito-junit-jupiter (org.mockito,mockito-junit-jupiter,4.8.1 - https://github.com/mockito/mockito ;	Yes
(Apache License Version 2.0), Objenesis (org.objenesis,objenesis,3.2 - http://objenesis.org/objenesis)	Yes
(The Apache License Version 2.0), org.opentest4j,opentest4j (org.opentest4j,opentest4j,1.2.0 - https://github.com/ota4j-team/opentest4j	Yes
(BSD-3-Clause), asm (org.ow2.asm,asm,9.1 - http://asm.ow2.io/)	Yes
(The MIT License), Project Lombok (org.projectlombok,lombok,1.18.24 - https://projectlombok.org	Yes
(The Apache Software License Version 2.0), JSONAssert (org.skyscreamer,jsonassert,1.5.1 - https://github.com/skyscreamer/JSONAssert ;	Yes
(MIT License), JUL to SLF4J bridge (org.slf4j,jul-to-slf4j,2.0.6 - http://www.slf4j.org)	Yes
(MIT License), SLF4J API Module (org.slf4j,slf4j-api,2.0.6 - http://www.slf4j.org)	Yes
(Apache License Version 2.0), Spring AOP (org.springframework,spring-aop,6.0.3 - https://github.com/spring-projects/spring-framework]	Yes
(Apache License Version 2.0), Spring Beans (org.springframework,spring-beans,6.0.3 - https://github.com/spring-projects/spring-framework]	Yes
(Apache License Version 2.0), Spring Context (org.springframework,spring-context,6.0.3 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring Core (org.springframework,spring-core,6.0.3 - https://github.com/spring-projects/spring-framework]	Yes
(Apache License Version 2.0), Spring Expression Language (SpEL) (org.springframework,spring-expression,6.0.3 - https://github.com/spring-projects/spring-framework]	Yes
(Apache License Version 2.0), Spring Commons Logging Bridge (org.springframework,spring-jcl,6.0.3 - https://github.com/spring-projects/spring-framework)	Yes
(Apache License Version 2.0), Spring TestContext Framework (org.springframework,spring-test,6.0.3 - https://github.com/spring-projects/spring-framework]	Yes
(Apache License Version 2.0), spring-boot (org.springframework.boot,spring-boot,3.0.1 - https://spring.io/projects/spring-boot ;	Yes
(Apache License Version 2.0), spring-boot-autoconfigure (org.springframework.boot,spring-boot-autoconfigure,3.0.1 - https://spring.io/projects/spring-boot	Yes
(Apache License Version 2.0), spring-boot-starter (org.springframework.boot,spring-boot-starter,3.0.1 - https://spring.io/projects/spring-boot	Yes
(Apache License Version 2.0), spring-boot-starter-logging (org.springframework.boot,spring-boot-starter-logging,3.0.1 - https://spring.io/projects/spring-boot ;	Yes
(Apache License Version 2.0), spring-boot-starter-test (org.springframework.boot,spring-boot-starter-test,3.0.1 - https://spring.io/projects/spring-boot	Yes
(Apache License Version 2.0), spring-boot-test (org.springframework.boot,spring-boot-test,3.0.1 - https://spring.io/projects/spring-boot ;	Yes
(Apache License Version 2.0), spring-boot-test-autoconfigure (org.springframework.boot,spring-boot-test-autoconfigure,3.0.1 - https://spring.io/projects/spring-boot	Yes
(The Apache Software License Version 2.0), org.xmlunit,xmlunit-core (org.xmlunit,xmlunit-core,2.9.0 - https://www.xmlunit.org/)	Yes
(Apache License Version 2.0), SnakeYAML (org.yaml,snakeyaml,1.33 - https://bitbucket.org/snakeyaml/snakeyaml)	Yes
(The Apache License Version 2.0), software.amazon.ion,ion-java (software.amazon.ion,ion-java,1.0.2 - https://github.com/amznlabs/ion-java/)	Yes

Part 3: Licences In – registered

None.

Part 4: Licences In – material unregistered

None.

Part 5: Licences Out – registered

None.

Part 6: Licences Out – material unregistered

MONTHLY ROLLING SAAS

Region	Aged of relationship	End date	Status	Terms	Services	Monthly	Who issued the contract	Contract terms 4.2 Payment terms	8.3 Liability	12.5 Marketing	18 Jurisdiction	SLA	22.5 Novation Included
EMEA	BBL - Bundesliga Basketball	2020 31/08/2023	Ending	30 days	Tellyo Pro 10mb/30fps	€ 2,750.00							No
EMEA	Telewizja Polsat Spółka z ograniczona	2019 31/08/2024	Active	30 days	Tellyo Pro 10mb/30fps	€ 6,900.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Petfre (Gibraltar) Limited - Betfred	2019 31/12/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,750.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Sportsradar	2022 08/05/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,785.00	Tellyo Contract						No
USA - NV	SportsNet NY	2022 31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Variety	04/05/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$2,400.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	Coindeck	2020 31/12/2023	Active	30 days	Tellyo Pro 15mb/30fps	\$3,750.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Asia	International Table Tennis Federation/WTT	2016 04/02/2022	Active	30 days	Tellyo Pro 10mb/30fps	\$5,850.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Australia	Stats Perform	2022 15/05/2024	Active	30 days	Tellyo Pro 15mb/30fps	£10,650.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	The Switch Production Services Account	31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Custom Switch Contract						No
EMEA	MODUSDarts.tv	2022 31/10/2024	Active	30 days	Tellyo Pro 10mb/30fps	E5720 PQ	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
EMEA	Alcos Major events	2 30/08/2023	Completed	60 days	Tellyo Pro 10mb/30fps	€ 84,450.00	Custom ATOS Contract	60 days	Custom	NONE	Spain	Standard	No
USA - NV	NYRA	2023 20/01/2023	19/01/2024 Bulk	30 days	Tellyo Pro1080p 30fps 10Mbps	Per Pad	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No

ADHOC MONTHLY AGREEMENTS - These clients only receive invoices in the months when they use the platform.

Region	End date	Status	Services	Monthly Fee (IF USED PLATFORM)			
SWITCH	Steamboat Video Productions	01/02/2023 00:01	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement
SWITCH	Drew Estate MIMIC	31/12/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement
SWITCH	Barstool Sports	30/09/2023	Completed	30 days	TP + TSS 10mb/30fps 1080p	\$750.00	Extension of the Switch Agreement
SWITCH	ESM Productions - Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement
SWITCH	Dick Clark Productions LLC- Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement
SWITCH	Fortress LA	12/01/2024	Active	30 days	TP + TSS 10mb/60fps 1080p	\$750.00	Extension of the Switch Agreement
EMEA	Guld Exports - RIFA	30/09/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract
USA - NV	Production Manager	19/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract
USA - OR	Uncle Toad's - Nohwen Productions	12/04/2023	Active	30 days	TP 20mb/60fps 1080p	\$500.00	Tellyo Contract
USA - NV	Sports Business Journal	23/02/2024	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract
EMEA	GAAGO	31/12/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract
USA - NV	X-Games	0102/2023	Active	30 days	TP 10mb/60fps 1080p	\$5,000.00	
EMEA	Mediaproduction SLU - Spain		Not Active				
EMEA	Mediapro Canada Limited		Not Active				
EMEA	Whisper TV - Production House - Neom 2023	21/10/2023	active		TP 20mb/60fps 1080p	£6,000.00	Contract being negotiated
EMEA	Sunset & Vine - Production House - Henley Regata	Jul-24	active		TP 10mb/60fps 1080p	£7,360.00	Contract being negotiated
EMEA	YLE	2023 15/10/2023	Active	30 days	TP + TSS 10mb/60fps 1080p	€ 2,508.00	Contract being negotiated
USA - NV	Breeders Cup	14/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$3,000.00	

BULK MONTHLY AGREEMENTS

Region	Client Name	period_start	period_end	Signal Information	ReStream hours		
USA - OR	Wager Talks	2022 1st Jan 2023	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	1200	Tellyo Contract	30 Days
EMEA	My Sports Analysis - IPA polo	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	750 (RTSP)	Tellyo Contract	30 Days
EMEA	Ascot Annual	2018 1st Jan	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	290	Tellyo Contract	30 Days
SWITCH	MakeMedia - The Switch	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	0	Extension of the Switch Agreement	
USA - NV	Shot tracker	2023 01/03/2023	21/07/2023	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront
USA - NV	Shot tracker	2023 10/10/2023	09/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront
USA - NV	Southeastern Conference	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront
USA - NV	Flo Sports	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	30 Days

Expired MONTHLY ROLLING SAAS

Region	End date	Status	Services	Monthly
EMEA	21/01/2022	expired - not renewed	Tellyo Pro 10mb/30fps	€ 5,750.00
USA - NV	04/06/2022	ENDED	Tellyo Pro 10mb/30fps	\$3,750.00

SCHEDULE 6: INFORMATION TECHNOLOGY

Part 1: IT Contracts



PROTOKÓŁ ZDAWCZO-ODBIORCZY

Zgodnie z Umową NR 10/JC/2014 NA aneksowaną dnia 8.1.2020. dokonaną w dniu 1.6.2020:
Strony potwierdzają dokonanie/ nie potwierdzają dokonania Odbioru skutkującego rozpoczęciem świadczenia Usług i wnoszą/nie wnoszą zastrzeżeń*

3S DC

KLIENT

Haruse Oshida-Syūichi

Q tellyo Tellyo Oy Sp. z o.o.
Oddział w Polsce

ul. Żeligowskiego 3/5, 90-752 Łódź
NIP: 1050002668 REGON: 365944511

Aneks zawarty 20.04.2021 pomiędzy:

3S Data Center S.A. pod adresem 40-432 Katowice, ul. Gospodarcza 12, REGON 241656774, NIP 9542704989, której akta rejestrowe przechowuje Sąd Rejonowy Katowice-Wschód w Katowicach, zarejestrowaną w rejestrze przedsiębiorców Krajowego Rejestru Sądowego, pod numerem 0000364798, kapitał zakładowy 14.800.000 opłacony w całości, którą reprezentuje/ą:

Rafał Modzelewski – Specjalista ds. Usług Data Center
zwaną dalej „3S”,

a

Nazwa, firma	Tellyo Oy		
Adres	Koydenpunojankatu 2a D, 00180 Helsinki, Finland		
Adres korespondencyjny	Ul. Żeligowskiego 3/5 D, Ip 90-752 Łódź, Polska		
Rejestr		NIP	VAT – EU 24523471
kapitał zakładowy/wpłacony	2.500 EUR	REGON	-
e-mail	contact@tellyo.com	telefon, fax	+48 695 645 486
Reprezentowany/a przez:	Richard Collins – Prezesa Zarządu Jakub Majkowski – Wiceprezesa Zarządu Mariusz Ostoja – Świerczewski – Członka Zarządu		

zwanym/ą dalej Klientem.

§ 1

1. Załącznik nr 2 – OPIS INFRASTRUKTURY KLIENTA I INFRASTRUKTURA otrzymuje nowe brzmienie:

Urządzenie /komponent	Ilość
Serwer Actina Solar 110 S6+ poniższej konfiguracji:	2
obudowa Supermicro CSE-813MFTQC-R407CB	1
płyta główna Supermicro MBD-X10SRI-F	1
Procsor Intel Xeon E5-2620 v4;8 rdzeni; 2,1 GHz, 20MB cache	1
16 GB RAM DDR4 ECC 2666 MHz	1
4- porty, 1GB Cache 12 Gb SAS/SATA; Poziom Raid 0,1,5,6,10,50,60 TB	1
Dysk SSD Samsung SM883 240 GB 2,5"MLC; SATA 6G, 3,6DWP 3	3
Brak systemu operacyjnego	1
Gwarancja 3 lata on- site 24/48h (realizowana w dni robocze 8.-16.)	1
Przełącznik sieciowy HP V1910-24G	1

§ 2

1. §7 ust. 1 zmienia się treść:

Załącznik nr 3 – ZAKRES USŁUG otrzymuje nowe brzmienie:

„1. Umowa podpisana zostaje na czas kreślony wynoszący 26 miesięcy liczonych od dnia 01.05.2021r. Po tym okresie Umowa zmienia się automatycznie na Umowę zawartą na czas nieokreślony z możliwością wypowiedzenia z zachowaniem 30- dniowego okresu wypowiedzenia (ze skutkiem na koniec okresu rozliczeniowego)

Klientowi przysługuje prawo do rozwiązania Umowy ze skutkiem natychmiastowym, w przypadku rażącego naruszenia bądź niewywiązania się przez 3S ze swoich zobowiązań umownych pod warunkiem uprzedniego, pisemnego wezwania 3S przez Klienta do dopełnienia obowiązków e terminie przynajmniej 14- dniowych i bezskutecznym upływie takiego terminu.

2. Abonament miesięczny z tytułu korzystania z Usługi IaaS wynosi 2 670 PLN miesięcznie.
3. Usługa Dostępu do Internetu o przepustowości 200/200 Mbps jest wliczona i zawarta w opłacie za IaaS w pkt. 2. Usługa realizowana zostanie w oparciu o węzeł dostępowy do sieci Internet opisany w Załączniku nr 1. do Umowy. Usługa będzie realizowana w modelu rozliczania zgodnym z 95 percentylem z burstem do 400/400 Mbps.



4. Serwis dostępny w zakresie usługi IaaS w ilości 1,5 miesięcznie. Powyżej tej wartości Klient może skorzystać ze wsparcia technicznego 3S Data Center w cenie 220 PLN/godzinę"

§3

1. Zmiany określone niniejszym aneksem wchodzi w życie wraz z dniem podpisania. A nowa opłata za usługę IaaS od 01.05.2021
2. Pozostałe postanowienia Umowy o świadczenia Usług 3S Data Center pozostają bez zmian.
3. Niniejszy Aneks został sporządzony w dwóch egzemplarzach, po jednym dla każdej ze stron.

3S



pieczęć, podpis

KLIENT

Mariusz Ostoję-Swierczyński

pieczęć, podpis

tellyo Tellyo Oy Sp. z o.o.
Oddział w Polsce
ul. Żeligowskiego 3/5, 90-752 Łódź
NIP: 1050002668 REGON: 365944511

Aneks zawarty w Katowicach, dnia 30.09.2014 roku, pomiędzy:

3Services Factory S.A. z siedzibą w Katowicach, ul. Gospodarcza 12, – kapitał zakładowy 14.800.000 opłacony w całości, posiadającą numer REGON 241656774, NIP 9542704989, zarejestrowaną w rejestrze przedsiębiorców Krajowego Rejestru Sądowego, prowadzonego przez Sąd Rejonowy Katowice-Wschód w Katowicach, pod numerem KRS 0000364798,

reprezentowaną przez:

Monikę Gruszczyk – Dyrektora Handlowego

zwaną dalej „3S”

a

Nazwa, firma	Tellyo Oy		
Adres	Amiraalinkatu 1C 31, 00160 Helsinki, Finlandia		
Adres korespondencyjny	ul. Andrzeja Struga 78, A15, 90-557 Łódź, Polska		
Rejestr	-	NIP	VAT-EU 24523471
kapitał zakładowy/wpłacony	2.500 EUR	REGON	-
e-mail	contact@tellyo.com	telefon, fax	+48 695 645 486
Reprezentowany/a przez:	Kimmo Koivisto – Prezesa Zarządu Jakub Majkowski – Wiceprezesa Zarządu Mariusz Ostoja-Świerczyński – Członka Zarządu		

zwanym/ą dalej Klientem.

§1.

1. Załącznik nr 2 – OPIS INFRASTRUKTURY KLIENTA I INFRASTRUKTURY 3S otrzymuje nowe brzmienie:

1. Infrastruktura 3SF.

ID	Urządzenie/komponent	ilość
Serwer ACTINA SOLAR 210 S5 (Encoder) o poniższej konfiguracji:		2
OBUSUMSER0196	OBUDOWA SERWEROWA SUPERMICRO CSE-113TQR700W Black	1
PLYSUMISE0125	PŁYTA SERWEROWA SUPERMICRO X9DRW-IF-O	1
PROINTXEN0250	PROCESOR INTEL XEON E5-2640V2 BOX	2
PAMDDR3ECC005	8GB RAM, Pamięć DDR3 ECC Unbuffered	4
KONLSISCS0032	Kontroler RAID SAS/SATA LSI 9211-8i, 6Gb, 8port, SGL	1
DYEINTSSA0002	DYSK SSD INTEL DC S3500 120GB 2,5" SATA3 SGL PACK	3
OPRAAASVR9999	Brak systemu operacyjnego	1
	Gwarancja 3 lata on-site 24/48h (realizowana w dni robocze)	1
Serwer ACTINA SOLAR 210 S5 (Headend) o poniższej konfiguracji:		2
OBUSUMSER0196	OBUDOWA SERWEROWA SUPERMICRO CSE-113TQR700W Black	1
PLYSUMISE0125	PŁYTA SERWEROWA SUPERMICRO X9DRW-IF-O	1
PROINTXEN0250	PROCESOR INTEL XEON E5-2640V2 BOX	1
PAMDDR3ECC005	8GB RAM, Pamięć DDR3 ECC Unbuffered	6
KONLSISCS0032	Kontroler RAID SAS/SATA LSI 9211-8i, 6Gb, 8port, SGL	1
DYEINTSSA0004	DYSK SSD INTEL DC S3500 240GB 2,5" SATA3 SGL PACK	3
OPRAAASVR9999	Brak systemu operacyjnego	1
	Gwarancja 3 lata on-site 24/48h (realizowana w dni robocze)	1
	Przełącznik sieciowy HP V1910-24G	1

§1.

1. Załącznik nr 3 – ZAKRES USŁUG otrzymuje nowe brzmienie:

„1. Usługa IaaS.

3SF zapewni i udostępni Klientowi Infrastrukturę 3SF zlokalizowaną w Data Center. W ramach usługi 3SF zapewni zasilanie elektryczne 230V 50Hz, wynagrodzenie pokrywa koszty kolokacji urządzeń oraz koszty zużycia energii elektrycznej przez Infrastrukturę 3SF. 3SF zapewni optymalne warunki środowiskowe dla urządzeń IT w ramach Data Center w tym zapewni odpowiednią temperaturę, wilgotność i zasilanie, w szczególności wymagane przez producenta tych urządzeń. 3SF zapewni wszystkie konieczne elementy by świadczyć Serwis zgodnie z Parametrami Jakościowymi.

2. Abonament miesięczny z tytułu korzystania z Usługi IaaS wyniesie 3.650 PLN miesięcznie.

3. Usługa Dostępu do Internetu o przepustowości 50/50 Mbps. Usługa realizowana zostanie w oparciu o węzeł dostępowy do sieci Internet opisany w Załączniku nr 1. Usługa będzie realizowana w modelu rozliczania zgodnym z 95 percentylem z burstem do 100/100 Mbps.

4. Abonament miesięczny z tytułu korzystania z Usługi Dostępu do Internetu wyniesie 950 PLN netto.

5. Klient ma możliwość zwiększenia przepustowości dostępu do Internetu w dowolnym momencie trwania Umowy na warunkach uzgodnionych i potwierdzonych przez obie Strony.

6. Serwis dostępny w zakresie usługi IaaS w ilości 1,5 h miesięcznie. Powyżej tej ilości Klient może skorzystać ze wsparcia technicznego 3SF w cenie 150 PLN/godzinę.”

§4

1. Zmiany określone niniejszym aneksem wchodzi w życie wraz z dniem 01.10.2014 r.

2. Pozostałe postanowienia Umowy o świadczenie Usług 3S Data Center pozostają bez zmian.

3. Niniejszy Aneks został sporządzony w dwóch egzemplarzach, po jednym dla każdej ze Stron.

3S

KLIENT



Mariusz Ostoja-Swierczyński
MARIUSZ OSTOJA-SWIERCZYŃSKI
30/09/2014

pieczęć, podpis

pieczęć, podpis

**Umowa o współpracy
w zakresie usług technologicznych.**

**Dostęp do Systemu Dystrybucji Sygnałów TV
(SDSTV)**

**pomędzy
SGT S.A.,
a
Tellyo Oy**

Katowice, 12.08.2014 roku



Umowa o współpracy

zawarta w dniu 12.08.2014 W Katowicach pomiędzy:

SGT S.A. z siedzibą w Katowicach, pod adresem 40-568 Katowice, ul. Ligocka 103 bud. 8, REGON 240701722, NIP 6312533927, której akta rejestrowe przechowuje Sąd Rejonowy Katowice-Wschód, VIII Wydział Gospodarczy, zarejestrowaną w rejestrze przedsiębiorców Krajowego Rejestru Sądowego pod numerem 0000293307, kapitał zakładowy: 1.932.398,00 PLN, (opłacony w całości), którą reprezentuje:

- prokurent – Michał Vrabetz,

zwaną dalej „**SGT**”,

a

Telly Oy

Prywatną spółką z ograniczoną odpowiedzialnością zarejestrowaną w Finlandii pod numerem 2452347-1, z siedzibą pod następującym adresem: Amiraalinkatu 1, C31, FI-00160 Helsinki, Finlandia, którą reprezentuje:

- Mariusza Ostoja-Świerczyńskiego, główny architekt

zwaną dalej „**PARTNEREM**”,

zwanymi łącznie dalej „**Stronami**”.

Zważywszy na to, że:

1. SGT może transmitować Strumienie Multicastowe ze Stacji Czołowej do styku z PARTNEREM
2. PARTNER chce wykorzystać Stację Czołową SGT i generowane przez nią Strumienie Multicastowe w celu udostępnienia sygnału TV swoim Klientom
3. PARTNER pozyskał od stosownych Nadawców zgody na dostarczanie Strumieni Multicastowych do PARTNERA przez SGT;

Strony postanawiają zawrzeć umowę o następującej treści:

§1 Definicje

1. **Siła Wyższa** - zdarzenie zewnętrzne, niemożliwe do przewidzenia i niemożliwe do zapobieżenia, przy zachowaniu należytej staranności, jak np. strajk, lokaut lub innego rodzaju akcja protestacyjna, zmiany w powszechnie obowiązującym prawie, gwałtowne kataklizmy (trzęsienia ziemi, powodzie, huragany etc.).
2. **Stacja Czołowa** (lub **Headend**) - zespół urządzeń telekomunikacyjnych przeznaczonych do odbioru sygnału telekomunikacyjnego i jego dystrybucji celem rozprowadzania programów telewizyjnych w sieciach telekomunikacyjnych.
3. **Strumień Multicastowy, Strumień** – strumień danych wygenerowany przez Stację Czołową, przesyłany zgodnie z normą ISO/IEC 13818-1 w postaci pakietów UDP/IP adresowanych na adres grupy multicastowej (jeden kanał na jednej grupie – SPTS).
4. **Nadawca** – osoba fizyczna lub prawna, która na mocy stosownej umowy udzieliła PARTNEROWI prawa do dystrybucji Kanału (ów) do odbioru przez abonentów PARTERA oraz przez (za pomocą) sieć PARTNERA, na określonym w takiej umowie terytorium oraz okresie.
5. **SDSTV, System Dystrybucji Sygnałów TV, Usługa** - usługa pozwalająca na odbiór sygnału telewizyjnego w postaci Strumieni Multicastowych ze Stacji Czołowej SGT za pośrednictwem istniejącej infrastruktury światłowodowej, w określonym Punkcie Styku. Pojedyncza Usługa obejmuje jeden kanał telewizyjny.
6. **Punkt Styku** – miejsce posiadające fizyczny adres, do którego to miejsca SGT dosyłać będzie Strumienie Multicastowe, stanowiące jednocześnie granicę odpowiedzialności SGT.

§2 Oświadczenia

1. PARTNER oświadcza, że dysponuje odpowiednimi licencjami (zgodami) od Nadawców, których programy będą stanowiły zawartość udostępnianych przez SGT Strumieni Multicastowych, na rozprowadzanie zawartości tych Strumieni oraz na ich dostarczanie przez SGT zgodnie z zasadami określonymi niniejszą Umową.
2. SGT oświadcza, że z wyjątkiem uzasadnionych względami technologicznymi przypadków Headend nie ingeruje w treści i generowane przez Headend i Strumienie Multicastowe są przesyłane dalej do PARTNERA tak jak Headend je odbiera.

§3 Przedmiot umowy

1. Na mocy niniejszej Umowy, SGT będzie świadczyć PARTNEROWI Usługi dostępu do SDSTV, na zasadach wskazanych Umową.
2. SGT będzie przysyłać do Punktu Styku z PARTNEREM Strumienie Multicastowe wygenerowane przez Stację Czołową, których lista wyspecyfikowana jest w Załączniku nr 1 do niniejszej Umowy.

§4 Dostęp do SDSTV

1. SGT dostarczy do umówionych Punktów Styku Usługi, zaś PARTNER z tego tytułu jest zobowiązany do uiszczania abonamentu na rzecz SGT.
2. SGT uruchomi Usługi w terminie 30 dni od dnia zawarcia niniejszej Umowy. Poszczególne Usługi mogą być udostępniane w różnym czasie, co będzie wskazane w Załączniku nr 1 lub 2.
3. SGT poinformuje o udostępnieniu SDSTV za pomocą poczty elektronicznej lub ew. za pomocą innych środków porozumiewania się na odległość. SDSTV uznaje się za udostępnioną z chwilą wysłania takiej wiadomości, o ile PARTNER nie poinformuje bezzwłocznie o braku dostępu z przyczyn leżących po stronie SGT.
4. PARTNER zobowiązany będzie do pozyskania (dla każdej Usługi) od Nadawców (lub kompetentnych organizacji) zgody lub decyzji, umożliwiającej SGT przesył Strumieni Multicastowych zgodnie z Umową, oraz pokryje wszelkie koszty związane z pozyskaniem i utrzymaniem takiej zgody (decyzji).

§5 Korzystanie ze SDSTV

1. PARTNER nie może przenosić ani udostępniać w inny sposób, nawet częściowo, prawa do korzystania z żadnej Usługi osobom trzecim, bez uprzedniej zgody SGT i Nadawcy.
2. PARTNER nie może wykorzystywać SDSTV w sposób mogący utrudniać korzystanie z infrastruktury SGT oraz Usług innym uprawnionym podmiotom, jak również w sposób narażający na wystąpienie jakiegokolwiek awarii czy usterki zarówno w SDSTV, u SGT lub podmiotów trzecich.
3. SGT zapewni serwisowanie i usuwanie Awarii zarówno Headendu jak i SDSTV w ramach opłacanego abonamentu, na zasadach określonych niniejszą Umową.
4. PARTNER może wykorzystywać wszystkie strumienie generowane przez Headend i dobierane za pośrednictwem SDSTV, określone w Załączniku nr 1, wyłącznie z poszanowaniem praw dysponentów zawartości tych strumieni (Nadawców).
5. Z uwagi na konieczność poszanowania praw Nadawców, PARTNER zobowiązany jest do poinformowania SGT o wszelkich okolicznościach mogących spowodować rozwiązanie czy wygaśnięcie poszczególnych jego umów z Nadawcami jak również o samym fakcie takiego wygaśnięcia lub rozwiązania.
6. SGT uprawniona będzie do zawieszenia wszystkich lub niektórych Usług, w szczególności zablokowania dostępu do poszczególnych Strumieni Multicastowych, także w przypadku gdy:
 - a) Z takim żądaniem wystąpi odpowiedni Nadawca lub organizacja uprawniona do wystosowania takiego żądania, lub
 - b) Umowa PARTNERA z Nadawcą została rozwiązana lub wygasła.

§6 Usługa przesyłania Strumieni Multicastowych

1. SGT będzie przysyłać Strumienie Multicastowe z Headendu do istniejącego Punktu Styku zlokalizowanego na porcie urządzenia firmy 3S S.A., w następujących lokalizacjach:

»» PLIX	»» PSE
Al. Jerozolimskie 65/79, 00-697 Warszawa (LIM, piętro +1)	Ul. Jordana 25, 40-056 Katowice

2. Zmiana Punktu Styku wymaga aneksu do Umowy, przy czym zmiana może wiązać się z dodatkowymi kosztami dla PARTNERA. W żadnym wypadku SGT nie będzie zobowiązana do dokonywania takiej zmiany na wniosek PARTNERA.
3. Maksymalna liczba przesyłanych Strumieni Multicastowych to 150.
4. Sumaryczna zajętość pasma udostępnianych Strumieni nie może przekroczyć 1 Gb/s.
Lista Strumieni Multicastowych, z której PARTNER może wybrać strumień, które będą mu udostępniane jest zawarta w Załączniku nr 2. Jeśli do listy technicznie możliwych do udostępniania Strumieni Multicastowych dojdą nowe Strumienie, to każda ze Stron może zaproponować zmianę tego załącznika. Zmiana tego załącznika następować będzie w drodze aneksu podpisanego przez obie Strony, przy czym SGT i PARTNER nie będą bezzasadnie odmawiać podpisania takiego aneksu.
5. Z chwilą podpisania Umowy, i z zastrzeżeniem postanowień ust. 4, PARTNER wybiera Strumień, z których będzie korzystać. Lista tych Strumieni stanowić będzie Załącznik nr 2. Zmiana tego załącznika następować będzie w drodze aneksu podpisanego przez obie Strony, przy czym SGT nie będzie bezzasadnie odmawiać podpisania takiego aneksu.

§7 Opłaty za świadczenie usług

1. Z tytułu aktywowania Usług dostępu do Systemu Dystrybucji Sygnałów TV, PARTNER uiszcza na rzecz SGT jednorazową opłatę aktywacyjną (*Jednorazowa opłata instalacyjna za podłączenie do sieci SDSTV*).
2. Począwszy od pierwszego dnia miesiąca następującego po miesiącu, w którym udostępniono Strumień, z tytułu korzystania z Usług, PARTNER będzie uiszczać na rzecz SGT miesięczny abonament, płatny z góry, na który składają się:
- Miesięczna opłata eksploatacyjna za port,
 - Opłata za każdy udostępniony Strumień w jakości SD,
 - Opłata za każdy udostępniony Strumień w jakości HD lub 3D.
3. Wysokość poszczególnych opłat wskazanych w ust. 1 i 2 określona jest w Załączniku nr 3. Okresem rozliczeniowym jest miesiąc kalendarzowy.
4. Wszelkie płatności następować będą na podstawie faktur VAT, w terminie 7 dni od wystawienia takiej faktury, na rachunek wskazany na fakturze. Dopuszcza się wystawianie faktur zbiorczych z tytułu wszystkich lub niektórych Usług, jak również wystawianie osobnych dokumentów.
5. SGT będzie dodawać do kwot netto stosowny podatek i uwzględni to na fakturach.
6. Zwłoka w zapłacie upoważnia SGT do naliczenia odsetek ustawowych.
7. W przypadku opóźnienia w jakiegokolwiek płatności przez PARTNERA o więcej niż 30 dni, SGT ma prawo wstrzymać świadczenie niektórych lub wszystkich Usług, w całości lub w części, co nie będzie traktowane jako Awaria Uznana ani jakiegokolwiek inna usterka.
8. Płatności okresowe należne SGT na postawie niniejszej Umowy mogą być waloryzowane co rok maksymalnie o wartość średniorocznego wskaźnika wzrostu cen towarów i usług konsumpcyjnych ogłaszanego przez Prezesa GUS za rok ubiegły. Waloryzacja taka nie stanowi zmiany Umowy i nie może stanowić przyczyny rozwiązania Umowy. Waloryzacja może być dokonana także poprzez umieszczenie nowej, zwaloryzowanej kwoty na fakturze. Pierwsza taka waloryzacja nie może nastąpić wcześniej niż po upływie roku obowiązywania Umowy.
9. Strony ustalają, że zmniejszenie przychodów PARTNERA z działalności gospodarczej (także związanej z wykorzystaniem przedmiotu Umowy), czy też faktyczne niekorzystanie przez PARTNERA z całości lub części Usług (z przyczyn nieleżących po stronie SGT) nie może stanowić podstawy do obniżenia płatności ani rozwiązania Umowy bez zachowania okresu wypowiedzenia.
10. W przypadku przyznania PARTNEROWI przez SGT jakichkolwiek ulg, upustów czy rabatów w ramach niniejszej Umowy, oraz gdy PARTNER opóźnia się z jakiegokolwiek płatnością na rzecz SGT, wówczas SGT może anulować taką ulgę (upust, rabat) począwszy od miesiąca, za który płatności są opóźnione. Anulowanie w/w ulgi powoduje naliczenie opłat w pełnej wysokości począwszy od miesiąca następującego po miesiącu, w którym nastąpiło zdarzenie uzasadniające cofnięcie ulgi i nie wpływa na inne uprawnienia SGT. PARTNER może złożyć wniosek o ponowne przyznanie takiej ulgi po uiszczeniu zaległych opłat.

§8 Prace konserwacyjne

1. SGT zobowiązuje się do konserwacji systemów wykorzystywanych do realizacji niniejszej Umowy w ramach pobieranych opłat.
2. SGT ma prawo do dokonywania prac konserwacyjnych i serwisowych codziennie, w godzinach 00:00 - 06:00 i zobowiązuje się do powiadamiania PARTNERA z co najmniej 72-godzinnym wyprzedzeniem o terminie i zakresie przerw, w zakresie, w jakim wpływać to może na wykorzystanie przez PARTNERA przedmiotu Umowy. Łączny czas prac planowych, dla wszystkich Usług razem nie może przekroczyć 12 godzin w ciągu miesiąca kalendarzowego. Przekroczenie tego czasu traktowane będzie jak wystąpienie Awarii Uznanej.

§9 Zgłaszanie Awarii

1. Zasady zgłaszania i obsługi Awarii Uznanych określa Załącznik nr 5 – SLA.

§10 Odpowiedzialność stron

1. Strony nie ponoszą odpowiedzialności za niewykonanie lub nienależyte wykonanie niniejszej Umowy z powodu Siły Wyższej.
2. Z wyłączeniem szkód wyrządzonych umyślnie, odpowiedzialność SGT wobec PARTNERA z tytułu niewykonania lub nienależytego wykonania niniejszej Umowy w zakresie danej Usługi, jest ograniczona do miesięcznej opłaty ponoszonej przez PARTNERA na rzecz SGT z tytułu takiej Usługi za miesiąc, w którym zaistniało zdarzenie uzasadniające odpowiedzialność SGT. Odpowiedzialność z tytułu utraconych korzyści jest umownie wyłączona. Z wyłączeniem szkód wyrządzonych umyślnie, odpowiedzialność SGT wobec PARTNERA z tytułu niewykonania lub nienależytego wykonania niniejszej Umowy w zakresie wszystkich Usług, ograniczona jest do wysokości jednomiesięcznej opłaty ponoszonej przez PARTNERA na rzecz SGT z tytułu wszystkich Usług za miesiąc, w którym zaistniało zdarzenie uzasadniające odpowiedzialność SGT. Odpowiedzialność z tytułu utraconych korzyści jest umownie wyłączona.
3. PARTNER odpowiada za wszelkie uszkodzenia, awarie czy niewłaściwe funkcjonowanie SDSTV spowodowane działaniami czy zaniechaniami własnymi lub osób, za które odpowiada, oraz poniesie koszt usuwania efektów takich działań czy zaniechań, niezależnie, jaki podmiot doznał szkody w takim wypadku.
4. SGT nie odpowiada za treść przekazywaną za pomocą przedmiotu Umowy, o ile sama takiej treści nie tworzyła.
5. SGT nie odpowiada za działania ani zaniechania osób trzecich (w tym Nadawców), o ile takie osoby nie działały na rzecz i w imieniu SGT, w szczególności za ingerencje w treść Strumieni Multicastowych, czy ingerencje w integralność sygnału.
6. SGT nie ponosi odpowiedzialności za zawieszenie świadczenia Usług ani efekty tego zawieszenia, jeśli do takiego działania była uprawniona na mocy Umowy lub powszechnie obowiązującego prawa.
7. W przypadku zawieszenia Usług z przyczyn wskazanych w § 5 ust. 6, SGT pozostaje w gotowości do wznowienia Usług i przywróci je w terminie 5 dni od otrzymania odpowiedniej informacji od uprawnionego podmiotu o możliwości wznowienia Usług. W przypadku takiego zawieszenia Usług, pobieranie opłat abonamentowych nie zostaje wstrzymane i PARTEROWI nie przysługuje żadna rekompensata z tytułu takiego zawieszenia.
8. W przypadku, gdy wobec SGT wystąpią z roszczeniami osoby trzecie (w tym Nadawcy), w związku z niedopełnieniem przez PARTNERA obowiązku pozyskania na rzecz SGT zgody na przesył Strumieni Multicastowych, wówczas PARTNER zobowiązuje się do przystąpienia do takiego sporu, w miarę możliwości prawnych wstępując w miejsce SGT.

§11 Lojalność, poufność

1. Strony zobowiązane są do zachowania lojalności względem siebie i do wykonywania zobowiązań wynikających z niniejszej Umowy z należytą starannością.
2. W okresie obowiązywania niniejszej Umowy i przez 12 miesięcy po jej rozwiązaniu, Strony zobowiązują się, że nie będą ujawniały osobom trzecim warunków niniejszej Umowy ani żadnych innych informacji uzyskanych od drugiej Strony w związku z realizacją niniejszej Umowy.
3. Zakaz wskazany w ust. 2 nie dotyczy przypadków, gdy takie ujawnienie jest wymagane przepisami prawa (w tym na żądanie uprawnionego organu), lub takie ujawnienie jest niezbędne dla prawidłowego wykonania Umowy (w szczególności przekazanie podmiotom prowadzącym księgowość Strony, bankom kredytującym działalność Strony, podwykonawcom Strony, etc.)
4. W przypadku naruszenia przez Stronę zobowiązania do zachowania lojalności i poufności, druga Strona ma prawo wezwać Stronę do usunięcia w wyznaczonym terminie, nie krótszym niż dwa tygodnie, skutków działań sprzecznych z zobowiązaniem oraz do zaniechania ich na przyszłość.

§12 Czas trwania umowy

1. Niniejsza Umowa została zawarta na czas określony 12 (dwunastu) miesięcy, licząc od dnia podpisania Umowy. Po tym terminie Umowa przekształca się w Umowę zawartą na czas nieokreślony.
2. Termin wypowiedzenia Umowy zawartej na czas nieokreślony wynosi 3 (trzy) miesiące. Wypowiadanie poszczególnych Usług (ani ich ograniczanie) jest niedopuszczalne, o ile Umowa nie wskazuje tego wprost.
3. SGT ma prawo wypowiedzieć bez zachowania Umownych terminów wypowiedzenia niniejszą Umowę ze skutkiem natychmiastowym, w całości lub w części (w szczególności w zakresie przesyłania jednego lub więcej Strumieni Multicastowych), w przypadku gdy:
 - a) Nadawcy uniemożliwiają SGT faktyczne lub prawne świadczenie Usług na rzecz PARTNERA. Wypowiedzenie takie nie wpływa na ważność Umowy w pozostałym zakresie. W przypadku, gdyby dany Nadawca podał termin, po upływie którego zaprzestanie on świadczenia swoich usług, wówczas w/w termin wypowiedzenia przez SGT danej części Umowy będzie odpowiadał terminowi podanemu przez takiego Nadawcę.
 - b) PARTNER opóźnia się z jakąkolwiek zapłatą przez co najmniej 60 dni, lub
 - c) PARTNER narusza niniejszą umowę
- po uprzednim, pisemnym wezwaniu PARTNERA do dopełnienia obowiązków lub zaniechania naruszeń w terminie przynajmniej 14 dni i bezskutecznym upływie tego terminu.
4. PARTNER ma prawo wypowiedzieć niniejszą Umowę ze skutkiem natychmiastowym, w przypadku, gdy SGT rażąco narusza warunki Umowy, po uprzednim, pisemnym wezwaniu SGT do dopełnienia obowiązków lub zaniechania naruszeń w terminie przynajmniej 14 dni i bezskutecznym upływie tego terminu.

§13 Postanowienia końcowe

1. SGT może korzystać z podwykonawców na potrzeby świadczenia niektórych lub wszystkich Usług.
2. Z zastrzeżeniem postanowień niniejszej Umowy, wszelkie zmiany Umowy wymagają formy pisemnej pod rygorem nieważności.
3. W sprawach nieuregulowanych Umową zastosowanie mają przepisy prawa polskiego, w szczególności Kodeksu Cywilnego.
4. Wszelkie spory wynikłe ze stosowania niniejszej Umowy Strony poddają jurysdykcji sądów polskich właściwych ze względu na siedzibę SGT.
5. Umowa zostaje sporządzona w dwóch jednobrzmiących egzemplarzach, po jednym dla każdej ze Stron.
6. Wszelkie Załączniki stanowią integralną część Umowy. Spis Załączników:
 - a) Załącznik nr 1 – Lista Strumieni Multicastowych, które SGT zobowiązuje się przysyłać
 - b) Załącznik nr 2 – Lista Strumieni Multicastowych, z których PARTNER może wybrać strumienie, które chce otrzymywać,
 - c) Załącznik nr 3 – Opłaty za świadczenie usług
 - d) Załącznik nr 4 – Cennik usług
 - e) Załącznik nr 5 – SLA
 - f) Załącznik nr 6 – Odpisy z właściwych rejestrów Stron.

Podpisy:
W imieniu SGT

W imieniu PARTNERA

MARIUSZ OSTOJA-SWIERCZYŃSKI
Mariusz Ostoję-Swierczyński

Załącznik nr 1 Lista Strumieni Multicastowych, które SGT zobowiązuje się przesyłać

1. SUB
2. TVP 2
3. TVP HD
4.
5.

Załącznik nr 2 Lista Strumieni Multicastowych, z których PARTNER może wybrać strumienie, które chce otrzymywać.

1	13 Ulica	51	Discovery Science	101	Mezzo Live HD	151	Polsat Sport HD	201	TV5 Monde
2	4fun.tv	52	Discovery Turbo Xtra	102	MGM HD	152	Polsat Sport News	202	TVN
3	Al Jazeera English	53	Disney Channel	103	MiniMini+	153	Power TV	203	TVN 7 HD
4	Ale Kino+	54	Disney Junior	104	MiniMini+ HD	154	PR1	204	TVN24 Biś
5	Ale Kino+ HD	55	Disney XD	105	Motowizja	155	PR2	205	TVN HD
6	Animal Planet	56	Domo+	106	Motowizja HD	156	PR3	206	TVN Meteo
7	Animal Planet HD	57	Domo+ HD	107	MTV Dance	157	PRBis	207	TVN Siedem
8	ATM Rozrywka	58	Duck TV	108	MTV Hits	158	Pro Sieben	208	TVN Style
9	AXN	59	Edusat	109	MTV Live HD	159	Radio Maryja test	209	TVN Style HD
10	AXN Black	60	Edusat HD	110	MTV Polska	160	Radio ZET	210	TVN Turbo
11	AXN HD	61	English Club TV SD	111	MTV Rocks	161	Radiostacja	211	TVN Turbo HD
12	AXN White	62	Eska TV	112	n-tv	162	RBL.TV	212	TVN24
13	BBC Entertainment	63	Eurosport	113	Nat Geo Wild	163	religia.tv	213	TVN24 HD
14	BBC HD	64	Eurosport 2	114	Nat Geo Wild HD	164	RMF Classic	214	TVP ABC
15	BBC Knowledge	65	Extreme Sports	115	National Geographic	165	RMF FM	215	TVP HD
16	BBC Lifestyle	66	Family Sport HD	116	National Geographic HD	166	RMF MAXXX	216	TVP Historia
17	BBC World	67	Family Sport SD	117	Nautical Channel	167	Romance TV HD	217	TVP Info
18	Belsat TV	68	Fightbox HD	118	Next Lejdis 3D	168	Romance TV SD	218	TVP Katowice
19	Blink!	69	FightKlub	119	Next Lejdis HD	169	RTL	219	TVP Kultura
20	C1R Channel One Russia	70	FightKlub HD	120	Next Man 3D	170	Russia Today	220	TVP Polonia
21	CANAL+	71	Filmbox	121	Next Man HD	171	Sat1	221	TVP Rozrywka
22	CANAL+ Family	72	Filmbox Action	122	Next Music HD	172	Shorts TV HD	222	TVP Seriele
23	CANAL+ Family HD	73	Filmbox Extra	123	Next TV 3D	173	Sky News	223	TVP Sport
24	CANAL+ Family2	74	Filmbox Family	124	Next TV HD	174	Sky News HD	224	TVP Sport HD
25	CANAL+ Family2 HD	75	Filmbox HD	125	Next Young 3D	175	Sportklub	225	TVP1
26	CANAL+ Film	76	Fokus TV	126	Next Young HD	176	Stars.TV	226	TVP1 HD
27	CANAL+ Film HD	77	FOX	127	Nick	177	Stars.TV HD	227	TVP2
28	CANAL+ Film2	78	FOX HD	128	Novela TV	178	Stopklatka.tv	228	TVP2 HD
29	CANAL+ Film2 HD	79	FOX life	129	Novela TV HD	179	Stopklatka.tv HD	229	TVR HD
30	CANAL+ HD	80	FOX life HD	130	nSport	180	Sundance HD	230	TVS
31	CANAL+ Sport	81	France 24 ENG	131	nSport HD	181	Superstacja	231	TVS HD
32	CANAL+ Sport HD	82	France 24 FRA	132	Orange Sport	182	TCM	232	TVT Rybnik
33	Cartoon Network	83	HBO	133	PLANETE+	183	Tele 5	233	VH1 Classic
34	CBeebies	84	HBO 2	134	PLANETE+ HD	184	Tele 5 HD	234	Viasat Explorer Polsat
35	CBS Action	85	HBO Comedy	135	Plus Radio	185	teleTOON+	235	Viasat History Polsat
36	CBS Drama	86	HBO Comedy HD	136	Polo TV	186	teleTOON+HD	236	Viasat History/Nature HD
37	CBS Europa	87	HBO HD	137	Polonia 1	187	TLC	237	Viasat Nature Polsat
38	Cinemax	88	HBO2 HD	138	Polsat	188	TLC HD	238	Viva Polska
39	Cinemax 2	89	History	139	Polsat 2	189	Trace Sport Stars HD	239	VOX
40	Cinemax 2 HD	90	ID Investigation Discovery	140	Polsat Cafe	190	Trace Urban HD	240	Water Planet
41	Cinemax HD	91	iperf	141	Polsat Film	191	Travel Channel	241	Water Planet HD
42	CNN International	92	iTV	142	Polsat HD	192	TTV	242	Zest TV
43	Comedy Central	93	Jim Jam	143	Polsat News	193	TV 6	243	TVP Białystok
44	Comedy Central Family	94	Kino Polska	144	Polsat News HD	194	TV Disco	244	Eurosport HD
45	Czwórka PR	95	Kino Polska Muzyka	145	Polsat News+	195	TV Puls	245	Eurosport 2 HD
46	Da Vinci Learning	96	kuchnia+	146	Polsat Play	196	TV Puls 2	246	SUB
47	Deutsche Welle	97	kuchnia+ HD	147	Polsat Romans	197	TV Republika		
48	Discovery Channel	98	LDUiTV	148	Polsat Sport	198	TV Republika HD		
49	Discovery Channel HD	99	LoveTV	149	Polsat Sport Extra	199	TV Trwam		
50	Discovery Historia	100	Mango 24	150	Polsat Sport Extra HD	200	TV4		

Załącznik nr 3 Opłaty za świadczenie usług.

Lp.	Usługa	Cena netto
1	Jednorazowa opłata instalacyjna za podłączenie do sieci SDSTV	1500,00 zł
Opłaty miesięczne		
2	Miesięczna opłata eksploatacyjna za port 1 Gbps	250,00 zł
3	Miesięczna opłata za udostępnienie kanału SUB	30,00 zł
4	Miesięczna opłata za udostępnienie kanału TVP 2	30,00 zł
5	Miesięczna opłata za udostępnienie kanału TVP HD	60,00 zł

Minimalna wartość usług miesięcznych od 01.01.2015.: 500 zł netto

Załącznik nr 4 Cennik usług

CENNIK*

Lp.	Usługa	Cena netto
1	Jednorazowa opłata instalacyjna za podłączenie do sieci SDSTV	1500,00 zł
Opłaty miesięczne		
2	Miesięczna opłata eksploatacyjna za port	250,00 zł
3	Miesięczna opłata za udostępnienie 1 kanału w jakości SD	30,00 zł
4	Miesięczna opłata za udostępnienie 1 kanału w jakości HD lub 3D	60,00 zł
5	Miesięczna opłata za udostępnienie wszystkich kanałów z oferty SGT (SD, HD i 3D)**	1 750,00 zł

Minimalna wartość usług miesięcznych od 01.01.2015.: 500 zł netto

* powyższa oferta nie dotyczy kanałów TVP odbieranych z MULTICASTU TVP, które wycenione zostały w oddzielnym cenniku, dostępnym na życzenie Operatora

** Operator odbiera wyłącznie te kanały, na które posiada ważne umowy licencyjne z Nadawcami

Załącznik nr 5 SLA

1. SGT S.A. zapewnia następującą jakość Usług:

Maksymalny Czas Usunięcia Uznanej Awarii (MCUUA)	9h
Roczna Dostępność Usługi (RDU)	99,50%

2. Partner ma obowiązek współdziałać z SGT w celu ustalenia i usunięcia Uznanej Awarii, o ile takie współdziałanie może mieć wpływ na czas i koszty usunięcia Uznanej Awarii, w szczególności udostępnić odpowiednie pomieszczenia lub urządzenia.
3. W przypadku, gdy współdziałanie Partnera jest niezbędne dla usunięcia Uznanej Awarii, a Partner nie podejmuje stosownych działań, w szczególności nie udostępnia pomieszczeń lub infrastruktury, wówczas MCUUA ulega zawieszeniu (nie jest liczony) do momentu skutecznego podjęcia przez Partnera stosownych, wymaganych działań.
4. Czas na usunięcie Uznanej Awarii liczony jest od momentu zgłoszenia awarii przez Partnera do Całodobowego Centrum Zarządzania Siecią. Zgłoszenia przyjmowane są telefonicznie pod numerem **+48 323 391 440** lub emailiem na adres pomoc@sgtsa.pl
5. SGT na żądanie Partnera uiszcza zwrot z tytułu przekroczenia MCUUA za daną Usługę w następującej wysokości:

1/30 opłaty miesięcznej należnej z niniejszej Umowy za daną Usługę	za każdą rozpoczętą dobę liczoną od momentu przekroczenia MCUUA
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6. Przy obliczaniu kwoty zwrotu wskazanej w pkt. 5 uwzględnia się jedynie okres przypadający po przekroczeniu MCUUA. Podstawą obliczenia kwoty zwrotu z tytułu przekroczenia MCUUA jest faktycznie zapłacona (lecz nie wyższa niż opłata abonamentowa wskazana w Umowie dla danej Usługi) opłata abonamentowa dla danej Usługi za miesiąc, którego dotyczy żądanie.
8. Usługę uznaje się niedostępną, gdy wystąpiła Uznana Awaria. Przez cały pozostały czas Usługę uznaje się za dostępną.
9. RDU określana jest dla roku kalendarzowego, dla każdej Usługi z osobna, bez względu na datę uruchomienia Usługi. RDU określa się procentowo jako:

$$RDU = \frac{\text{łączna ilość godzin w roku kalendarzowym} - \text{łączna liczba godzin niedostępności w roku kalendarzowym}}{\text{łączna ilość godzin w roku kalendarzowym}} * 100\%$$

10. SGT na żądanie Partnera uiszcza zwrot z tytułu niedostępności Usługi w wysokości uzależnionej od poziomu RDU w danym roku kalendarzowym:

RDU - Roczna Dostępność Usługi	kwota zwrotu %
RDU ≥ 99,50 %	0%
99,50 % > RDU ≥ 99,40 %	20%
99,40% > RDU ≥ 99,30 %	40%
99,30% > RDU ≥ 99,10 %	60%
99,10% > RDU ≥ 99,00 %	80%
99,00% > RDU	100%

11. Podstawą obliczenia kwoty zwrotu z tytułu niedotrzymania RDU jest średnia, faktycznie zapłacona opłata abonamentowa wskazana w Umowie za daną Usługę (lecz nie wyższa niż jedna opłata abonamentowa wskazana w Umowie za daną Usługę), w roku kalendarzowym, którego dotyczy żądanie.

12. Wszelkie uznane przez SGT kwoty przysługujące Partnerowi z tytułu niedotrzymania warunków SLA będą odliczane od opłaty wskazanej w Umowie za miesiąc następujący po miesiącu, w którym wystąpiło zdarzenie uzasadniające naliczenie takiej kwoty, bądź za miesiąc, w którym SGT uznał roszczenie Partnera – w zależności, które zdarzenie będzie późniejsze. W przypadku, gdy opłaty za daną Usługę nie są już pobierane, zwrot zostanie uwzględniony przy opłacie za inną Usługę lub zwrócony niezależnie od opłat za inne Usługi. Rozliczenie z tytułu niedotrzymania RDU będzie rozliczane w miesiącu styczniu kolejnego roku kalendarzowego, następującego po roku kalendarzowym, w którym nastąpiło niedotrzymanie RDU.
13. Wszelkie zwroty z tytułu niedotrzymania warunków SLA przez SGT mają charakter kar umownych oraz obniżek czynszu w rozumieniu Kodeksu cywilnego. Dochodzenie odszkodowań uzupełniających przez Partnera jest wyłączone.
14. Zwroty należności określone niniejszym Załącznikiem stanowią całkowitą formę odpowiedzialności SGT z tytułu niewykonania lub nienależytego wykonania Umowy tak w zakresie poszczególnych Usług, jak i całości Umowy. W pozostałym zakresie, odpowiedzialność Operatora z tytułu niewykonania lub nienależytego wykonania umowy ograniczona jest do wysokości jednomiesięcznej opłaty abonamentowej, zaś odpowiedzialność z tytułu utraconych korzyści jest wyłączona. Powyższe ograniczenia nie dotyczą szkód wyrządzonych umyślnie. Dla pojedynczej Usługi powyższe ograniczenie dotyczy opłaty za taką Usługę.
15. **Awaria Uznana (AU)** – oznacza awarię, w wyniku której na Punkcie Styku dana Usługa nie jest dostępna, lub jej jakość jest znacząco pogorszona (w stosunku do pierwotnie deklarowanej), jednak z wyłączeniem awarii spełniającej przynajmniej jeden z poniższych warunków:
 - a. jest wynikiem okresu zawieszenia usługi dozwolonego w ramach umowy, lub stanowi takie zawieszenie zgodnie z postanowieniami umowy, lub
 - b. jest wynikiem naruszenia przez Partnera Umowy łączącej SGT z Partnerem bądź przepisów powszechnie obowiązującego prawa, lub
 - c. jest wynikiem działania siły wyższej, lub
 - d. wystąpiła poza siecią SGT, przy czym urządzenia SGT uznaje się za część tej sieci, lub
 - e. wystąpiła w urządzeniach Partnera, za które uznaje się urządzenia do korzystania z których Partner jest uprawniony lub z których faktycznie korzysta, z wyłączeniem urządzeń należących do SGT, lub
 - f. jest spowodowana działaniem lub zaniechaniem Partnera lub osób, za które Partner odpowiada, lub
 - g. przyczyną nieświadczenia usługi było dokonanie przez Partnera zmian w konfiguracji lub
 - h. brak jest zasilania w energię elektryczną urządzeń SGT zainstalowanych w lokalizacji Partnera, lub
 - i. nie zachowano prawidłowych parametrów pracy urządzeń SGT zainstalowanych u Partnera z przyczyn leżących poza SGT, w szczególności temperatury, wilgotności, napięcia zasilania, lub
 - j. jest spowodowana lub stanowi planowane prace.

PATENTTI- JA REKISTERIHALLITUS
Kaupparekisteri
Arkadiankatu 6 A
00100 HELSINKI
puh. (09) 6939 500

Sivu 1
Y-tunnus: 2452347-1
Annettu: 30.01.2012

O T E K A U P P A R E K I S T E R I S T Ä

Toiminimi:
Tellyo Oy

Yritys- ja yhteisötunnus: 2452347-1
Yritys rekisteröity: 30.01.2012
Yritysmuoto: osakeyhtiö
Kotipaikka: Helsinki
Otteen sisältö: 30.01.2012 rekisterissä olleet tiedot.

Rekisteröityä ilmoitusta koskevat tiedot:
Diaarinumero Järj.nro Merkitty rekisteriin ja kuulutettu
2012/007580 1 30.01.2012

Yrityksen yhteystiedot:
Postiosoite: Amiraalinkatu 1 C 31, 00160 HELSINKI
Käyntiosoite: Amiraalinkatu 1 C 31, 00160 HELSINKI
Puhelin: 050 486 7543
Sähköposti: kimmo.o.koivisto@gmail.com www.tellyo.co
m

Rekisterimerkinnät:

TOIMINIMI (Rekisteröity 30.01.2012)
Tellyo Oy.

TOIMIALA (Rekisteröity 30.01.2012)
Yhtiön toimiala on informaatio ja viestintä. Ammatillinen, tieteellinen ja tekninen toiminta. Tukku- ja vähittäiskauppa, kiinteistöalan toiminta. Hallinto- ja tukipalvelutoiminta, taiteet, viihde ja virkistys.

KOTIPAikka (Rekisteröity 30.01.2012)
Helsinki.

POIKKEAVA TILIKAUSI (Rekisteröity 30.01.2012)
Tilikausi päättyy 31.12.2012.

TILIKAUSI (Rekisteröity 30.01.2012)
Tilikausi on 01.01. - 31.12.

PERUSTAMINEN (Rekisteröity 30.01.2012)
Perustamissopimus on allekirjoitettu 03.01.2012.

40

OSAKEPÄÄOMA (Rekisteröity 30.01.2012)
Osakepääoma 2.500,00 euroa, täysin maksettu.
Osakkeet 25.000 kpl.

HALLITUS (Rekisteröity 30.01.2012)
Puheenjohtaja:
130478-2626 Kowalska Justyna Marta
Varsinaiset jäsenet:
230380-079E Koivisto Kimmo Olavi
280677-2638 Majkowski Jakub Zbigniew
17.03.1981 Ostoja-Swierczynski Mariusz Edward

MUU JOHTO (Rekisteröity 30.01.2012)
Toimitusjohtaja:
230380-079E Koivisto Kimmo Olavi
Toimitusjohtajan sijainen:
280677-2638 Majkowski Jakub Zbigniew

TILINTARKASTAJAT (Rekisteröity 30.01.2012)
Tilintarkastajaa ei ole valittu.

LAKIMÄÄRÄINEN EDUSTAMINEN (Rekisteröity 30.01.2012)
Yhtiötä edustaa osakeyhtiölain nojalla hallitus.

ASEMAAN SIDOTTU EDUSTAMINEN (Rekisteröity 30.01.2012)
Yhtiöjärjestyksen mukaan yhtiötä edustavat hallituksen
puheenjohtaja ja toimitusjohtaja kumpikin yksin ja hallituksen
jäsenet kaksi yhdessä.

EDUSTAMISOIKEUDET (Rekisteröity 30.01.2012)
280677-2638 Majkowski Jakub Zbigniew
17.03.1981 Ostoja-Swierczynski Mariusz Edward
Oikeutetut edustavat yhtiötä kukin yksin.

VOIMASSAOLEVAT HENKILÖTIEDOT
230380-079E Koivisto Kimmo Olavi, Suomen kansalainen,
Amiraalinkatu 1 C 31, 00160 Helsinki
130478-2626 Kowalska Justyna Marta, Puolan kansalainen,
Melkonkatu 1 B 45, 00210 Helsinki
280677-2638 Majkowski Jakub Zbigniew, Puolan kansalainen, 00000
Osoite tuntematon
17.03.1981 Ostoja-Swierczynski Mariusz Edward, Puolan
kansalainen, ul. Granitowa 2/11, 93-521 Lodz, Puola

TOIMINIMIHISTORIA:
30.01.2012 - Tellyo Oy

Tiedot on tulostettu koneellisesti kaupparekisterijärjestelmästä.

ND

Business ID: 2452347-1,
Issued on: 30/01/2012

PATENT - AND REGISTRATION

Trade register
Ankadiankatu 6
00100 HELSINKI

EXTRACT FROM THE TRADE REGISTER

Company name: Tellyo Ltd.

Business Identity Code: 2452347-1
Company registered: 30/01/2012
Type of company: Limited Liability Companies
Place of residence: Helsinki
The transcript includes: 30/01/2012 of the details given in the register.

Register for notification of data:

Registration Jänj.nro entered in the register and announced
2012/007580 1 30.01.2012

The company's contact information:

Mailing address: Ainaalinkatu 1 C 31, 00160 HELSINKI
Visiting address: Ainaalinkatu 1 C 31, 00160 HELSINKI
Phone: 050 486 7543
E-mail: @ gmail.com www.tellyo.com kimmo.o.koivisto

Entries in the register:

CORPORATE (Registered 01/30/2012)
Tellyo Oy.

INDUSTRY (Registered 30/01/2012)
The company is engaged in information and communication. Professional, scientific and technical activities. Wholesale and retail trade, real estate activities. Administrative and support activities, arts, entertainment and recreation.

INCORPORATED (Registered 01/30/2012)
Helsinki.

Adverse financial year (registered 30/01/2012)
Fiscal year ending 31/12/2012.

FISCAL YEAR (Registered 01/30/2012)

Financial year is 01.01. - 31.12.

ESTABLISHMENT (Registered 01/30/2012)

The Treaty was signed on 01.03.2012.

Share capital (registered 01/30/2012)

The share capital is EUR 2500.00, paid in full.

Shares 25.000 pcs.

BOARD OF DIRECTORS (Registered 30/01/2012)

The Chairman:

130478-2626 Justyna Marta Kowalska

Vansinaiset members:

230 380-079E, Kimmo Koivisto, Olavi

280677-2638 Majkowska Jakub Zbigniew

17/03/1981 Acquisitions, Swierczynski Mariusz Edward

OTHER MANAGEMENT (Registered 01/30/2012)

Chief Executive Officer:

230 380-079E, Kimmo Koivisto, Olavi

Deputy Chief Executive Officer:

280677-2638 Majkowska Jakub Zbigniew

ACCOUNTANTS (Registered 30/01/2012)

An auditor has not been selected.

SPECIFIC STATUTORY REPRESENTATION (Registered 01/30/2012)

The company is represented by the Companies Act, the Board.

NET POSITION REPRESENTATION (Registered 30/01/2012)

Articles of Association, representing the company's chairman and CEO, each alone and together with two members of the Board.

Representation rights (Registered 30/01/2012)

280677-2638 Majkowska Jakub Zbigniew

17/03/1981 Acquisitions-Swierczynski Mariusz Edward

Persons entitled to represent the company, each alone.

CURRENT INFORMATION HENKILÖTI

230 380-079E Cat Kimmo Koivisto, Finnish citizen,

Aminaalinkatu 1 C 31, 00160 Helsinki

130478-2626 Justyna Marta Kowalska, a Polish citizen,

Melkonkatu 1 B 45, 00210 Helsinki

280677-2638 Majkowska Jakub Zbigniew, a Polish citizen, 00000

Address unknown

17/03/1981 Acquisitions, Swierczynski Edward Mariusz, Poland
citizen, ul. Gnanitowa 2/11, 93-521 Lodz, Poland

CORPORATE HISTORY:

30/01/2012 - Tellyo Ltd.

The information is printed on machine-shop registration system.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters, possibly 'IK' or 'JK' followed by a flourish.

AWS Enterprise Agreement

This AWS Enterprise Agreement (this “**Agreement**”) is made and entered into by and among Amazon Web Services, Inc. (“**AWS, Inc.**”), Amazon Web Services EMEA SARL (“**AWS Europe**”) and the customer specified on this Cover Page (“**Customer**”). AWS, Inc. and AWS Europe are collectively referred to herein as “**AWS**.”

In consideration of the mutual promises contained in this Agreement, AWS and Customer agree to all terms of the Agreement effective as of the date the last party signs this Agreement (the “**Effective Date**”).

Defined terms used in this Agreement with initial letters capitalized have the meanings given in Section 13 below.

Amazon Web Services, Inc. DocuSigned by: By: <u>Matt Gordon</u> Name: <u>Matt Gordon</u> Title: <u>Authorized Signatory</u> Signature Date: <u>November 12, 2020</u> Address: 410 Terry Avenue North Seattle, WA 98109-5210 Attention: AWS General Counsel Fax: 206-266-7010 Amazon Web Services EMEA SARL DocuSigned by: By: <u>Guido Bartels</u> Name: <u>Guido Bartels</u> Title: <u>Authorized Signatory</u> Signature Date: <u>November 15, 2020</u> Address: 38 avenue John F. Kennedy L-1855 Luxembourg Attention: AWS General Counsel Fax: 352 2789 0057	Customer Name: Tellyo Oy DocuSigned by: By: <u>Richard Collins</u> Name: <u>Richard Collins</u> Title: <u>CEO</u> Signature Date: <u>November 12, 2020</u> Address: Koydenpunojankatu 2a D, Helsinki, 00180, Finland Attention: Richard Collins
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1. Use of the Service Offerings.

1.1 Generally. Customer may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements apply to certain Services. Customer's use of the Service Offerings will comply with the terms of this Agreement.

1.2 AWS Account.

(a) Generally. To access the Services, Customer must create one or more AWS Enterprise Accounts. Unless explicitly permitted by the Service Terms, Customer will only create one AWS Enterprise Account per email address. All AWS Enterprise Accounts will be covered by this Agreement. For all AWS Enterprise Accounts, this Agreement supersedes any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer. If any of Customer's AWS accounts do not meet the definition of an "AWS Enterprise Account," those accounts will be governed by the AWS Customer Agreement.

(b) Account Servicing. AWS Europe is solely responsible for providing the Service Offerings and for all of AWS's obligations under this Agreement with respect to AWS Enterprise Accounts associated with a location in Europe, the Middle East, or Africa. AWS, Inc. is solely responsible for providing the Service Offerings and for all of AWS's obligations under this Agreement with respect to all other AWS Enterprise Accounts (including AWS Enterprise Accounts associated with a location in the United States). AWS determines the location associated with each AWS Enterprise Account in the manner described on the AWS Site. A list of the countries and territories located in Europe, the Middle East, or Africa for purposes of this Section 1.2(b) is available on the AWS Site.

1.3 Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by this Agreement unless accompanied by separate terms and conditions, which may include separate fees and charges.

1.4 Customer Affiliates. Any Customer Affiliate may use the Service Offerings under its own AWS Enterprise Account(s) under the terms of this Agreement by executing an addendum to this Agreement with AWS, as mutually agreed by AWS and the Customer Affiliate.

2. Changes.

2.1 To the Service Offerings. AWS may change or discontinue any of the Service Offerings, from time to time. For any AWS Enterprise Accounts enrolled in AWS Support at the Developer-level tier or above (or any successor service providing such communications alerts), AWS will provide at least 12 months prior Notice to Customer if AWS decides to discontinue a Service that it makes generally available to its customers and that Customer is using. AWS will not be obligated to provide Notice under this Section 2.1 if the discontinuation is necessary to address an emergency or threat to the security or integrity of AWS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity.

2.2 To the Service Level Agreements. AWS may change Service Level Agreements from time to time, but will provide 90 days' prior Notice to Customer before materially reducing the benefits offered to Customer under any Service Level Agreement(s) that are available as of the Effective Date.

3. Privacy and Security.

3.1 AWS Security. AWS will implement reasonable and appropriate measures for the AWS Network (as determined by AWS) designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure (the "Security Objectives") in accordance with the AWS Security Standards. AWS may modify the AWS Security Standards from time to time, but will continue to provide at least the same level of security as is described in the AWS Security Standards on the Effective Date.

3.2 Data Privacy. Customer may specify the AWS regions in which Customer Content will be stored. Customer consents to the storage of Customer Content in, and transfer of Customer Content into, the AWS regions Customer selects. AWS will not access or use Customer Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. AWS will not (a) disclose Customer Content to any government or third party, or (b) subject to Section 3.3,

move Customer Content from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, AWS will give Customer reasonable Notice of any legal requirement or order referred to in this Section 3.2, to enable Customer to seek a protective order or other appropriate remedy. AWS will only use Account Information in accordance with the Privacy Notice, and Customer consents to such usage. The Privacy Notice does not apply to Customer Content.

3.3 Service Attributes. To provide billing and administration services, AWS may process Service Attributes in the AWS region(s) where Customer uses the Service Offerings and the AWS regions in the United States. To provide Customer with support services initiated by Customer and investigate fraud, abuse or violations of this Agreement, AWS may process Service Attributes where AWS maintains its support and investigation personnel.

3.4 AWS Information Security Program. As of the Effective Date, the AWS Information Security Management System (ISMS) is ISO 27001 certified. AWS will maintain an information security program designed to provide at least the same level of protection as evidenced by that certification on the Effective Date.

3.5 Audits of Technical and Organizational Measures. Upon Customer's request, and provided that the parties have an applicable NDA in place, AWS will provide to Customer a copy of the AWS System and Organization Controls 1, Type 2 report or such alternative industry standard reports or certifications that are substantially equivalent as reasonably determined by AWS. AWS will make this documentation available to Customer via AWS Artifact (or an alternative means accessible via the AWS Site) and this documentation will be treated as Confidential Information of AWS under the NDA.

4. Customer Responsibilities.

4.1 Customer Content. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content. Customer agrees that Customer Content will not violate any of the Policies or any applicable law.

4.2 Customer's Security and Redundancy. Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content AWS recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Content, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Content, using encryption technology to prevent unauthorized access to Customer Content, and ensuring the appropriate level of backup to prevent loss of Customer Content.

4.3 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work on behalf of Customer. Except to the extent caused by AWS's breach of this Agreement, as between the parties, Customer is responsible for all activities that occur under its AWS Enterprise Accounts.

4.4 End Users. If Customer uses the Services to provide services to, or otherwise interact with, End Users, then Customer, and not AWS, will have the relationships (e.g., via executed contracts between Customer and End Users or via online terms of service) with End Users. Therefore Customer, and not AWS, is responsible for End Users' use of Customer Content and the Service Offerings. To the extent that Customer enables End Users to access the Services or Customer Content, Customer will ensure that all End Users comply with any applicable obligations of Customer under this Agreement and that any terms of any agreement with each End User are not inconsistent with this Agreement. AWS does not provide any support or services to End Users unless AWS has a separate agreement with Customer or an End User obligating AWS to provide support or services to End Users. Customer is responsible for providing customer service (if any) to End Users.

5. Fees and Payment.

5.1 Service Fees. Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Service Offerings, as described on the AWS Site, during the month. Customer will pay AWS all invoiced amounts within 30 days of the date of the invoice (other than Disputed Amounts). For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such 30 day period, AWS may, at its option, limit (in full or in part) Customer's or any End User's right to access or use the Service Offerings until the dispute is resolved. All amounts payable by Customer under this Agreement will be paid to AWS without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth above. Fees and charges for any new Service or new feature of a Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS may increase or add new fees and charges for any existing Service by giving Customer at least 60 days' prior Notice. AWS may charge Customer interest at the rate of 1.5% per month (or the highest rate permitted by law, whichever is less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes. AWS may charge and Customer will pay applicable Indirect Taxes that AWS is legally obligated or authorized to collect from Customer. Customer will provide such information to AWS as reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS may claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under this Agreement. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Limitation of Access and Use Rights. AWS may temporarily limit (in full or in part, as set forth in this Section 6) Customer's or any End User's right to access or use the Service Offerings upon Notice to Customer (which will be reasonable prior notice unless AWS reasonably believes immediate limitation is necessary) if AWS reasonably determines that Customer's or an End User's use of the Service Offerings poses a security risk or threat to the function of the Service Offerings, or poses a security or liability risk or threat to AWS, its Affiliates or any third party. AWS will only limit Customer's right to access or use the instances, data or portions of the Service Offerings that caused the security or liability risk or threat. AWS will restore Customer's access and use rights promptly after Customer has resolved the issue giving rise to the limitation. Customer remains responsible for all fees and charges for the Service Offerings during the period of limitation.

7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated pursuant to this Agreement. Any Notice of termination of this Agreement must include a Termination Date.

7.2 Termination.

(a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing AWS Notice. AWS may terminate this Agreement for any reason by providing Customer at least two years' Notice.

(b) Termination for Cause.

(i) By Customer or AWS. Either Customer or AWS may terminate this Agreement for cause if the other is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice by the breaching party.

(ii) By AWS. AWS may terminate this Agreement for cause (a) upon 90 days' Notice to Customer if AWS has the right to limit Customer's or any End User's right to access or use the Service Offerings under Section 6 and Customer has not cured the condition giving rise to that right to limit within such 90 day period, or (b) upon 30 days' Notice to Customer in order to comply with applicable law or requirements of governmental entities.

7.3 Effect of Termination.**(a) Generally.** Upon the Termination Date:

(i) except as provided in Section 7.3(b), all of Customer's rights under this Agreement immediately terminate;

(ii) Customer remains responsible for all fees and charges Customer has incurred through the Termination Date;

(iii) Customer will immediately return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site); and

(iv) Sections 1.2(b), 4, 5, 7.3, 8.1, 8.3, 8.4, 9, 10.3, 11, 12 and 13 will continue to apply in accordance with their terms.

(b) Post-Termination Retrieval of Customer Content. During the 90 days following the Termination Date, AWS will not take action to remove any Customer Content as a result of the termination from any AWS Enterprise Account that is open on the Termination Date. In addition, during such period, AWS will allow Customer to retrieve any remaining Customer Content from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services during such period, the terms of this Agreement will apply and Customer will pay the applicable fees at the rates under Section 5 (including, without limitation, applicable fees for storage). No later than the end of this 90 day period, Customer will close all AWS Enterprise Accounts.

8. Proprietary Rights.

8.1 Customer Content. As between Customer and AWS, Customer (or Customer's licensors) owns all right, title, and interest in and to Customer Content. Except as provided in this Agreement, AWS obtains no rights under this Agreement from Customer (or Customer's licensors) to Customer Content.

8.2 Service Offerings License. AWS or its licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, AWS grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the AWS Content solely for Customer's permitted use of the Services. Except as provided in this Section 8.2, Customer obtains no rights under this Agreement from AWS, its Affiliates, or their licensors to the Service Offerings, including without limitation any related intellectual property rights. Some AWS Content may be provided to Customer under a separate license, such as the Apache License, Version 2.0, which will be identified to Customer in the notice file or on the download page, in which case that license will govern Customer's use of that AWS Content.

8.3 License Restrictions. Neither Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer,

disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. Customer may only use the AWS Marks in accordance with the Trademark Use Guidelines. Customer will not misrepresent or embellish the relationship between AWS and Customer (including by expressing or implying that AWS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between AWS and Customer except as expressly permitted by this Agreement.

8.4 Suggestions. If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates will be entitled to use the Suggestions without restriction.

9. Third-Party Claims.

9.1 Policies and End User Disputes. Customer will defend, indemnify and hold harmless AWS, its Affiliates, and their respective employees, officers, directors, and representatives against any Losses arising from or related to any third-party claim that arises from a violation of the Policies by Customer or any End User, or that arises from any dispute between Customer and any End User.

9.2 Intellectual Property.

(a) Subject to the limitations in this Section 9, AWS will defend Customer and its employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, Customer will defend AWS, its Affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any Customer Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) No party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Customer Content, as applicable, with any other product, service, software, data, content, or method. In addition, AWS will have no obligations or liability arising from Customer's or any End User's use of the Services after AWS has notified Customer to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Customer Content.

(d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense, payment or indemnity from another party: (a) gives that party prompt Notice of the claim; (b) permits that party to control the defense and settlement of the claim; and (c) reasonably cooperates with that party (at that party's expense) in the defense and settlement of the claim. In no event will AWS or Customer agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other.

10. AWS Warranties and Warranty Disclaimers.

10.1 AWS Warranties. AWS represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation.

10.2 Mutual Warranties. Customer and AWS each represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, (c) it will comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement (and, in the case of Customer, the use of the Service Offerings), and (d) its performance hereunder does not breach any other agreement to which it is bound.

10.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 AND SECTION 10.2, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11. Limitations of Liability.

11.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9.1, NEITHER AWS NOR CUSTOMER, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL BE LIABLE TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF CUSTOMER CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICE OFFERINGS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER SERVICE LEVEL AGREEMENTS).

11.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER AWS OR CUSTOMER, AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS, WILL NOT EXCEED THE LESSER OF (A) THE AMOUNTS PAID BY CUSTOMER TO AWS UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE, OR (B) USD \$20,000,000; PROVIDED, HOWEVER THAT NOTHING IN THIS SECTION 11 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICE OFFERINGS PURSUANT TO SECTION 5, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

12. Miscellaneous.

12.1 Assignment. Neither Customer nor AWS may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other; except that either Customer or AWS may assign or otherwise transfer this Agreement without the consent of the other (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to any Affiliate or as part of a corporate reorganization, or (c) in the case of AWS, with respect to specific AWS Enterprise Accounts, to an Affiliate. Effective upon such assignment or transfer, subject to the assignee/transferee's consent, the assignee/transferee is deemed substituted for the assignor/transferor as a party to this Agreement and the assignor/transferor is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

12.2 Counterparts; Facsimile. This Agreement may be executed by facsimile or by electronic signature in a format approved by AWS, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

12.3 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between Customer and AWS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and AWS, whether written or verbal, regarding the subject matter of this Agreement (including, as set forth in Section 1.2(a), any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer). AWS will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires AWS to complete. If the terms of this document are inconsistent with

the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.

12.4 Force Majeure. Except for payment obligations, no party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.5 Governing Law; Venue. The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Service Offerings or this Agreement will only be adjudicated in a state or federal court located in King County, Washington. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, any party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service Offerings, including (i) Customer's transfer and processing of Customer Content, (ii) the provision of Customer Content to End Users, and (iii) specifying the AWS region in which any of the foregoing occur. Customer represents that Customer and the entities that own or control Customer, and the financial institutions used to pay AWS under this Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

12.7 Independent Contractors. AWS and Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Customer nor AWS, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.8 Language. All communications and Notices made or given pursuant to this Agreement must be in the English language. If AWS provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Nondisclosure; Publicity. If the parties have an NDA, then the NDA is incorporated by reference into this Agreement, except that the security provisions in Section 3, not the NDA, apply to Customer Content. Except to the extent permitted by applicable law, neither Customer nor AWS will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Service Offerings. AWS and Customer agree that the contents of this Agreement are not publicly known and will not be disclosed by them.

12.10 Notice.

(a) General. Except as otherwise set forth in Section 12.10(b), to give notice to a party under this Agreement, each party must contact that other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Agreement or addressed to the address of the other party listed on the Cover Page to this Agreement, or such other fax number or address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile

transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) Electronic Notice. AWS may provide notice to Customer (i) under Sections 2.2 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6 or Attachment A by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

12.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 No Waivers. The failure by a party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice to be effective.

12.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to give effect to the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13. Definitions. Defined terms used in this Agreement with initial letters capitalized have the meanings given below:

"Acceptable Use Policy" means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.

"Account Information" means information about Customer that Customer provides to AWS in the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with an AWS Enterprise Account.

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

"API" means an application program interface.

"AWS Content" means Content that AWS or any of its Affiliates makes available related to the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept, templates, and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Customer Agreement" means AWS's standard user agreement located on the AWS Site at <http://aws.amazon.com/agreement> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"AWS Enterprise Account" means any AWS account that (a) is listed on Attachment A, as that list may be updated from time to time as described in Attachment A, (b) is opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer), and (c) includes Customer's full legal name in the "Company Name" field associated with the AWS account.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Customer in connection with this Agreement.

"AWS Network" means AWS's data center facilities, servers, networking equipment, storage media, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.



"AWS Security Standards" means the security standards attached to this Agreement as Attachment B.

"AWS Site" means <http://aws.amazon.com> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Content" means software (including machine images), data, text, audio, video, or images.

"Customer Content" means Content that Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. For example, Customer Content includes Content that Customer or any End User stores in Amazon Simple Storage Service. Customer Content does not include Account Information.

"Disputed Amounts" means amounts disputed by Customer in a Notice and in good faith as billing errors.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under an AWS Enterprise Account.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Losses" means any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees).

"NDA" means the Mutual Nondisclosure Agreement between Tellyo Oy and Amazon.com, Inc., dated July 1, 2018.

"Notice" means any notice provided in accordance with Section 12.10.

"Policies" means the Acceptable Use Policy, Privacy Notice, and the Service Terms.

"Privacy Notice" means the privacy notice located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site (or by such other means made available by AWS), including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Attributes" means Service usage data related to an AWS Enterprise Account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

"Service Level Agreement" means all service level agreements that AWS offers with respect to the Services and post on the AWS Site, as they may be updated by AWS from time to time. The service level agreements that AWS offers with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service Offerings" means the Services, the AWS Content, the AWS Marks, and any other product or service provided by AWS under this Agreement. Service Offerings do not include Third-Party Content.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Suggestions" means all suggested improvements to the Service Offerings that Customer provides to AWS.

"Term" means the term of this Agreement described in Section 7.1.

"Termination Date" means the effective date of termination provided in a Notice in accordance with Section 7.

“Third-Party Content” means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS Site that allows third parties to make available software, products, or data.

“Trademark Use Guidelines” means the guidelines and trademark license located at <http://aws.amazon.com/trademark-guidelines/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.



Attachment A**AWS Account ID(s):**

The list above includes any Master Account or Member Accounts joined to such accounts via AWS Organizations, as described in the Service Terms.

Customer may add AWS accounts to the list above or remove AWS accounts from the list above by providing notice to AWS via email to enterprise-accounts@amazon.com, that includes (1) Customer's full name, (2) the Enterprise Agreement number (which begins with "CC" and is found on the upper right corner of each page of this Agreement), and (3) the AWS Account ID of each added or removed AWS account. Upon Notice, AWS may replace the notification process or make available another means of adding and removing AWS accounts to the list above.



Attachment B AWS Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the applicable AWS Enterprise Agreement.

1. Information Security Program. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) satisfy the Security Objectives, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network, and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

1.1 Network Security. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

1.2 Physical Security

1.2.1 Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the “**Facilities**”). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor or contractor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

1.2.2 Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

1.2.3 Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

2. Continued Evaluation. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.





ANEKS NR 2 DO UMOWY NR 10/JC/2014 z dnia 30.07.2014 r.
NA ŚWIADCZENIE USŁUG 3S DATA CENTER



3S KOŁOKACJA

Aneks zawarty w Katowicach, dnia 14.10.2016 roku, pomiędzy:

3S Data Center S.A. (dawniej 3Services Factory S.A.) z siedzibą w Katowicach, ul. Gospodarcza 12, – kapitał zakładowy 14.800.000 opłacony w całości, posiadającą numer REGON 241656774, NIP 9542704989, zarejestrowaną w rejestrze przedsiębiorców Krajowego Rejestru Sądowego, prowadzonego przez Sąd Rejonowy Katowice-Wschód w Katowicach, pod numerem KRS 0000364798,

reprezentowaną przez:

Jacka Chylaka – Z-cę Dyrektora Handlowego

zwaną dalej „3S”

a

Nazwa, firma	Tellyo Oy		
Adres	Vilhonkatu 4 C 27, 00100 Helsinki, Finlandia		
Adres korespondencyjny	ul. Żeligowskiego 3/5 D, lp, 90-752 Łódź, Polska		
Rejestr	-	NIP	VAT-EU 24523471
kapitał zakładowy/wpłacony	2.500 EUR	REGON	-
e-mail	contact@tellyo.com	telefon, fax	+48 695 645 486
Reprezentowany/a przez:	Kimmo Koivisto – Prezesa Zarządu Jakub Majkowski – Wiceprezesa Zarządu Mariusz Ostoję-Swierczyński – Członka Zarządu		

zwanym/ą dalej Klientem.

§1.

1. Załącznik nr 2 – OPIS INFRASTRUKTURY KLIENTA I INFRASTRUKTURY 3S otrzymuje nowe brzmienie:

1. Infrastruktura 3SF.

ID	Urządzenie/komponent	ilość
Serwer ACTINA SOLAR 210 S5 (Encoder) o poniższej konfiguracji:		2
OBUSUMSER0196	OBUDOWA SERWEROWA SUPERMICRO CSE-113TQR700W Black	1
PLYSUMISE0125	PŁYTA SERWEROWA SUPERMICRO X9DRW-IF-O	1
PROINTXEN0250	PROCESOR INTEL XEON E5-2640V2 BOX	2
PAMDDR3ECC005	8GB RAM, Pamięć DDR3 ECC Unbuffered	4
KONLSISCS0032	Kontroler RAID SAS/SATA LSI 9211-8i, 6Gb, 8port, SGL	1
DYEINTSSA0002	DYSK SSD INTEL DC S3500 120GB 2,5" SATA3 SGL PACK	3
OPRAAASVR9999	Brak systemu operacyjnego	1
	Gwarancja 3 lata on-site 24/48h (realizowana w dni robocze)	1
Serwer ACTINA SOLAR 210 S5 (Headend) o poniższej konfiguracji:		2
OBUSUMSER0196	OBUDOWA SERWEROWA SUPERMICRO CSE-113TQR700W Black	1
PLYSUMISE0125	PŁYTA SERWEROWA SUPERMICRO X9DRW-IF-O	1
PROINTXEN0250	PROCESOR INTEL XEON E5-2640V2 BOX	1
PAMDDR3ECC005	8GB RAM, Pamięć DDR3 ECC Unbuffered	6
KONLSISCS0032	Kontroler RAID SAS/SATA LSI 9211-8i, 6Gb, 8port, SGL	1
DYEINTSSA0004	DYSK SSD INTEL DC S3500 240GB 2,5" SATA3 SGL PACK	6
OPRAAASVR9999	Brak systemu operacyjnego	1
	Gwarancja 3 lata on-site 24/48h (realizowana w dni robocze)	1
	Przełącznik sieciowy HP V1910-24G	1

*** 3S Data Center S.A.

ul. Gospodarcza 12, 40-432 Katowice

tel. +48 32 338 24 00, fax +48 32 338 24 01

NIP: 954 27 04 989, REGON: 241656774, KRS: 0000364798

Kapitał zakładowy: 14.800.000,00 zł opłacony w całości

§2.

1. §7 ust. 1 otrzymuje nowe brzmienie:

Załącznik nr 3 – ZAKRES USŁUG otrzymuje nowe brzmienie:

„1. Umowa podpisana zostaje na czas określony wynoszący 12 miesięcy liczone od dnia 01.11.2016 r. Po tym okresie Umowa zmienia się automatycznie w Umowę zawartą na czas nieokreślony z możliwością wypowiedzenia z zachowaniem 30-dniowego okresu wypowiedzenia (ze skutkiem na koniec okresu rozliczeniowego). Klientowi przysługuje prawo do rozwiązania Umowy ze skutkiem natychmiastowym, w przypadku rażącego naruszenia bądź niewywiązywania się przez 3SF ze swoich zobowiązań umownych pod warunkiem uprzedniego, pisemnego wezwania 3SF przez Klienta do dopełnienia obowiązków w terminie przynajmniej 14-dniowym i bezskutecznym upływie takiego terminu.”

§3.

2. Załącznik nr 3 – ZAKRES USŁUG pkt. 3 otrzymuje nowe brzmienie:

„3. Usługa Dostępu do Internetu o przepustowości 65/65 Mbps. Usługa realizowana zostanie w oparciu o węzeł dostępowy do sieci Internet opisany w Załączniku nr 1. Usługa będzie realizowana w modelu rozliczania zgodnym z 95 percentylem z burstem do 100/100 Mbps.”

§4.

1. Zmiany określone niniejszym aneksem wchodzi w życie wraz z dniem podpisania.
2. Pozostałe postanowienia Umowy o świadczenie Usług 3S Data Center pozostają bez zmian.
3. Niniejszy Aneks został sporządzony w dwóch egzemplarzach, po jednym dla każdej ze Stron.

Jacek Chyliński
3S Data Center S.A.
Z-ca Dyrektora Handlowego
3S

3S Data Center S.A.
40-432 Katowice, ul. Gospodarcza 12
NIP: 9542704989, REGON: 241656774

pieczęć, podpis

Tellyo Oy
Vilhonkatu 4 C 27
00100 Helsinki, Finland
Tel: +48 695 645 486
VAT: FI 24523471

KLIENT

Mariusz Ostoję-Sawicki

pieczęć, podpis



pomiędzy:

3Services Factory S.A. z siedzibą w Katowicach, ul Gospodarcza 12, – kapitał zakładowy 14.800.000,- (czternaście milionów osiemset tysięcy złotych) opłacony w całości, posiadającą numer REGON 241656774, NIP 9542704989, zarejestrowaną w rejestrze przedsiębiorców Krajowego Rejestru Sądowego, prowadzonego przez Sąd Rejonowy Katowice-Wschód w Katowicach, pod numerem KRS 0000364798, reprezentowaną przez:

Zbigniewa Szkaradnika – Prezesa Zarządu

Ryszarda Kubisa – Wice Prezesa Zarządu

zwaną dalej „3SF”

a

Nazwa, firma	Tellyo Oy		
Adres	Amiraalinkatu 1C 31, 00160 Helsinki, Finlandia		
Adres korespondencyjny	Ul. Andrzeja Struga 78, A15, 90-557 Łódź, Polska		
Rejestr		NIP	24523471
kapitał zakładowy/wpłacony	2 500 Euro	REGON	---
e-mail	contact@tellyo.com	telefon, fax	+48 695 645 486
Reprezentowany/a przez:	Kimmo Koivisto – Prezesa Zarządu Jakub Majkowski – Wiceprezesa Zarządu Mariusz Ostoję-Swierczyński – Członka Zarządu		

zwaną dalej „Klientem”.

§1. Definicje

Następujące wyrażenia lub skróty występujące w Umowie lub w Załącznikach będą miały znaczenie podane poniżej:

1. Strony – 3SF i Klient, jak we wstępie niniejszej Umowy.
2. Usługi – IaaS, Dostęp do Internetu, Zarządzanie, Serwis.
3. Dostęp do Internetu – Usługa polegająca na zapewnieniu dostępu do ogólnosiwiatowej sieci Internet, szczegółowo określona w Załączniku nr 3 i zgodnie z Parametrami Jakościowymi określonymi w Załączniku nr 4.
4. IaaS – Usługa polegająca na udostępnieniu Infrastruktury 3SF szczegółowo określonej w Załączniku nr 3 i zgodnie z Parametrami Jakościowymi określonymi w Załączniku nr 4, udostępniana łącznie z Serwisem.
5. Serwis – Usługa polegająca na wymianie lub naprawie uszkodzonego komponentu Infrastruktury 3SF zgodnie z Parametrami Jakościowymi określonymi w Załączniku nr 4.
6. Zarządzanie – Usługa polegająca na wykonywaniu w trybie ciągłym lub na żądanie Klienta czynności administracyjnych, określona w Załączniku nr 3 na Infrastrukturze 3SF i zgodna z Parametrami Jakościowymi określonymi w Załączniku nr 4.
7. Infrastruktura Klienta – zespół Urządzeń Klienta będący własnością Klienta, szczegółowo wyspecyfikowany w Załączniku nr 2.
8. Infrastruktura 3SF - zespół Urządzeń 3SF będący własnością 3SF (lub do którego 3SF posiada inne, stosowne prawa), szczegółowo wyspecyfikowany w Załączniku nr 2.
9. Parametry Jakościowe (SLA) – zespół zapewnianych przez 3SF parametrów poszczególnych Usług, szczegółowo określonych w Załączniku nr 4.
10. Data Center – zespół budynków wraz z Infrastrukturą Techniczną, szczegółowa opisana w Załączniku nr 1, przeznaczoną dla Infrastruktury 3SF i Infrastruktury Klienta i zapewniającą optymalne środowisko pracy.
11. Procedury Data Center – zbiór zasad, określających ogólne aspekty działania Data Center, z wyłączeniem procedur dotyczących wyłącznie innych Klientów.
12. Procedury Dedykowane - zbiór zasad, określających szczegółowo aspekty działania Infrastruktury 3SF i Infrastruktury Klienta, z wyłączeniem procedur dotyczących innych Klientów.
13. Urządzenie Klienta – urządzenie techniczne, określone w Załączniku nr 2, które dostarcza Klient.
14. Infrastruktura Techniczna – urządzenia będące własnością 3SF, szczegółowo określone w Załączniku nr 1.
15. Siła wyższa – zdarzenie o charakterze nadzwyczajnym, niemożliwe do przewidzenia i zapobieżenia, a w szczególności: działanie sił przyrody, wojna, strajki, zamieszki, demonstracje, niepokoje społeczne, zmiana przepisów prawa, akty władzy państwowej, samorządowej.
16. Harmonogram – szczegółowo określone terminy uruchomienia poszczególnych Usług określone w Załączniku nr 6.

§2. Przedmiot Umowy

1. Na podstawie niniejszej Umowy 3SF zobowiązuje się świadczyć na rzecz Klienta Usługi na zasadach i za cenę określoną niniejszą Umową.
2. 3SF gwarantuje wykonanie Przedmiotu Umowy, z zachowaniem należytej staranności, zgodnie z obowiązującymi przepisami i normami technicznymi oraz zasadami najnowszej dostępnej wiedzy technicznej wymaganej od podmiotów profesjonalnie zajmujących się świadczeniem usług składających się na Przedmiot Umowy.
3. 3SF deklaruje możliwość rozszerzenia zakresu świadczonych Usług w przypadku zaistnienia takiej konieczności oraz jeśli będzie to technicznie oraz prawnie wykonalne. Wszelkie czynności mające na celu rozszerzenie zakresu świadczonych Usług będą realizowane na podstawie odrębnych zamówień lub umów na warunkach nie mniej korzystnych dla Klienta, od funkcjonujących w niniejszej Umowie.

4. Usługi będą świadczone w Data Center.
5. 3SF zobowiązuje się do realizacji Przedmiotu Umowy zgodnie z Harmonogramem.

§3. Świadczenie usługi

1. Po zainstalowaniu Infrastruktury 3SF każda ze Stron może przeprowadzić testy tej Infrastruktury 3SF w celu zweryfikowania poprawności instalacji oraz działania Usług w terminie do 14 dni.
2. Uruchomienie każdej z Usług, jak również każde dodanie lub usunięcie Infrastruktury 3SF zostanie stwierdzone protokołem, którego wzór stanowi Załącznik nr 5.
3. Odmowa podpisania protokołu, o którym mowa w ust. 2 może nastąpić tylko w wypadku stwierdzenia, że przedmiot Umowy nie działa poprawnie.
4. Rozpoczęcie korzystania z przedmiotu Umowy przez Klienta poprzez korzystanie z Infrastruktury 3SF w celu innym niż określonym w ust. 1, lub bezzasadna odmowa podpisania protokołu w terminie wskazanym w ust. 1, traktuje się jak podpisanie protokołu bez zastrzeżeń, z chwilą rozpoczęcia takiego korzystania.
5. Klient ma prawo wglądu w Procedury Data Center na terenie Data Center. Procedury Data Center obowiązujące Klienta stanowią Załącznik nr 8 do Umowy.
6. Klient zobowiązany jest to bezwzględnie przestrzegać Procedur Data Center.
7. Strony przygotowują w terminie do 3 miesięcy od zawarcia Umowy Procedury Dedykowane i będą zobowiązane do ich przestrzegania. Procedury Dedykowane będą stanowić załącznik do niniejszej Umowy, pod warunkiem ich pisemnego zaakceptowania przez Stronę.

§4. Warunki użytkowania przedmiotu Umowy

1. Klient ma prawo podnajmować lub w inny sposób udostępniać Przedmiot Umowy osobom trzecim, bez prawa żądania przez 3SF dodatkowego wynagrodzenia od Klienta lub podmiotu któremu Klient dokonał podnajęcia/udostępnienia, o ile taka osoba trzecia i jej działania nie naruszają:
 - prawa lub niniejszej Umowy,
 - dobrego obyczaju,
 - praw osób trzecich.
2. Klient ma prawo podnajmować lub w inny sposób udostępniać Przedmiot Umowy osobom trzecim, o ile działania takiej osoby trzeciej nie mają związku z „praniem brudnych pieniędzy”, obrotem towarami nielegalnymi, terroryzmem lub udostępnianiem treści obraźliwych w stosunku do osób trzecich i religii
3. Klient odpowiada za działania lub zaniechania osób trzecich, o których mowa w ust. 1 i 2, jak za działania czy zaniechania własne.
4. W wypadku złamania postanowień ust. 1-3 przez Klienta lub taką osobę trzecią, 3SF ma prawo do zawieszenia świadczenia całości lub części Usług, jak również żądać od Klienta naprawienia całej wynikłej szkody. Zawieszenie takie nie będzie traktowane jak niewykonanie lub nienależyte wykonanie Umowy.
5. Klient zobowiązany będzie do zabezpieczenia wszystkich danych przechowywanych na Urządzeniach 3SF w sposób, który uniemożliwi dostęp do tych danych pracownikom 3SF jak i osobom trzecim, poprzez stosowanie technik kryptograficznych, uniemożliwiających odczytanie danych z zastosowaniem znanych narzędzi informatycznych. W razie zapewnienia przez Klienta osobom trzecim dostępu do Infrastruktury Klienta lub Infrastruktury 3SF, Klient odpowiada za zapewnienie takich zabezpieczeń przez takie osoby trzecie lub sam takie zabezpieczenia zapewni.
6. Klient zobowiązany będzie do zabezpieczenia dostępu do wirtualnych maszyn pracujących w środowisku Klienta w sposób, który uniemożliwi dostęp do systemu operacyjnego oraz uruchamianego w nim oprogramowania pracownikom 3SF jak i osobom trzecim.
7. 3SF nie będzie zobowiązana do monitorowania danych przetwarzanych przez Klienta.
8. 3SF zobowiązuje się wykonywać Usługi w sposób wykluczający możliwość uzyskania dostępu do danych przetwarzanych przez Klienta przez nieupoważnione do tego osoby, w tym pracowników 3SF, osoby działające w imieniu i na rzecz 3SF w oparciu o inne podstawy oraz osoby trzecie, poprzez podjęcie wszelkich dostępnych środków organizacyjnych i technicznych;
9. 3SF zobowiązuje się do przedłożenia w formie pisemnej zestawienia osób, w tym pracowników 3SF, którzy działając w imieniu lub na rzecz 3SF będą mieli dostęp do Urządzeń 3SF wykorzystywanych w ramach świadczonych przez 3SF Usług oraz dostęp do maszyn wirtualnych pracujących w środowisku Klienta oraz do bieżącego pisemnego aktualizowania tego zestawienia.

§5. Dostęp do Data Center

1. Klient uprawniony jest do dostępu do Data Center w obecności wyznaczonej przez 3SF osoby, zgodnie z Procedurami Data Center, na podstawie listy osób upoważnionych do wejścia, dostarczonej 3SF. Jeśli zmieni się skład tej listy, wówczas Klient dostarczy nową listę, a poprzednia stanie się nieważna. Uprawnienia do ustalania w/w listy mają osoby określone w § 10. Klient ma prawo wejścia do Data Center z osobami trzecimi zgodnie z Procedurami Data Center.
2. Klient ma zapewniony całodobowy dostęp do Data Center pod względem prawnym, faktycznym i fizycznym, we wszystkie dni w roku.

§6. Warunki płatności i okres rozliczeniowy

1. Okresem rozliczeniowym jest miesiąc kalendarzowy.
2. Okres rozliczeniowy rozpoczyna się od dnia następującego po podpisaniu przez Strony protokołu, o którym mowa w § 3 ust. 2, z zastrzeżeniem postanowień § 3 ust. 4. Na należną 3SF opłatę z tytułu korzystania z Przedmiotu Umowy („Opłata miesięczna”), określonego w § 2, składają się:
 - Abonament z tytułu korzystania z IaaS,
 - Abonament za Dostęp do Internetu,
3. Wysokość opłat określonych w ust. 2 wskazana jest w Załączniku nr 3.
4. Wynagrodzenie podwyższone będzie o podatek VAT, zgodnie ze stawkami obowiązującymi w dniu wystawienia faktury VAT.
5. Płatność Opłaty miesięcznej będzie dokonana na podstawie faktury VAT, z dołu za każdy miesiąc, płatne przelewem na konto 3SF wskazane na fakturze, w ciągu 14 dni od daty wystawienia faktury, pod rygorem zapłacenia odsetek ustawowych z tytułu zwłoki w zapłacie.
6. Strony oświadczają, że wynagrodzenie 3SF z tytułu Serwisu na rzecz Klienta jest wliczone w Abonament z tytułu usługi IaaS w zakresie opisanym w Załączniku nr 3.

§7. Obowiązki i rozwiązanie Umowy

1. Umowa obowiązuje od dnia podpisania i zostaje zawarta na czas określony wynoszący 24 miesiące liczone od daty podpisania Protokołu, o którym mowa w § 3 ust.2. W przypadku zaistnienia zdarzenia wskazanego w § 3 ust. 4 – w/w okres obowiązywania liczy się od dnia uznanego za dzień uruchomienia Usługi. Klientowi przysługuje prawo do rozwiązania Umowy ze skutkiem natychmiastowym, w przypadku rażącego naruszenia bądź niewywiązywania się przez 3SF ze swoich zobowiązań umownych pod warunkiem uprzedniego, pisemnego wezwania 3SF przez Klienta do dopełnienia obowiązków w terminie przynajmniej 14-dniowym i bezskutecznym upływie takiego terminu.
2. 3SF przysługuje prawo do rozwiązania Umowy ze skutkiem natychmiastowym, bez zachowania terminu wypowiedzenia, pod warunkiem uprzedniego, pisemnego wezwania do dopełnienia obowiązków w terminie przynajmniej 14-dniowym i bezskutecznego upływu takiego terminu, w przypadku:
 - a) używania przez Klienta Infrastruktury 3SF w sposób niezgodny z Umową, lub
 - b) rażącego naruszenia przez Klienta Procedur Data Center, lub
 - c) zaległości w płatnościach o których mowa w § 6 ust 2 przekraczającej okres 2 miesięcy, lub
 - d) przetwarzania na Infrastrukturze Klienta lub Urządzeniach 3SF tzw. sensytywne dane osobowe (o których mowa w art. 27 Ustawy o ochronie danych osobowych) w sposób umożliwiający dostęp do tych danych osobom niepowołanym lub
 - e) naruszania warunków niniejszej Umowy lub powszechnie obowiązującego prawa w sposób inny niż wskazany w pkt. a)-d).
3. W razie wypowiedzenia Umowy przez Klienta lub rozwiązania Umowy z przyczyn leżących po stronie Klienta, Klient zobowiązany będzie do zapłaty 3SF wszystkich bieżących należności wynikających z Umowy. Powyższe nie ogranicza 3SF w dochodzeniu innych należności, w tym odszkodowań z tytułu niewykonania lub nienależytego wykonania Umowy.
4. 3SF będzie mieć prawo do zawieszenia lub ograniczenia w całości lub części wszystkich lub niektórych Usług, jeśli:
 - a) Klient zalega z jakąkolwiek płatnością za co najmniej 30 dni, lub
 - b) Klient przetwarza na Infrastrukturze Klienta lub Urządzeniach 3SF tzw. sensytywne dane osobowe (o których mowa w art. 27 Ustawy o ochronie danych osobowych) w sposób umożliwiający dostęp do tych danych osobom niepowołanym.
5. 3SF zastrzega, iż po zakończeniu współpracy, w szczególności w razie wypowiedzenia Umowy lub jej rozwiązania z innych przyczyn określonych w Umowie, Klient zobowiązany jest niezwłocznie pobrać wszelkie możliwe dane, bądź inne zasoby do niego należące, w chwili zakończenia współpracy, a znajdujące się w tym czasie na urządzeniach 3SF. 3SF zobowiązuje się do trwałego skasowania danych z wykorzystaniem standardu DoD 5220.22-M, potwierdzając w/w działanie certyfikatem stanowiącym załącznik nr 8 do umowy.
6. Powyższe zwalnia 3SF od dalszej ewentualnej odpowiedzialności, w tym odpowiedzialności w zakresie ochrony danych osobowych oraz umożliwia dalsze wykorzystanie sprawnych technicznie urządzeń o których mowa w zd.1.

§8. Odpowiedzialność Stron

1. Strona ponosi odpowiedzialność za szkody wyrządzone drugiej Stronie spowodowane swoim działaniem lub zaniechaniem, z zastrzeżeniem przepisów niniejszego paragrafu.
2. Strony nie ponoszą odpowiedzialności za częściowe lub całkowite niewykonanie Umowy jedynie wówczas, gdy niewykonanie zobowiązań wynikających z Umowy jest następstwem działania Siły wyższej.
3. Strona, która powołuje się na Siłę wyższą, winna pod rygorem bezskuteczności tego powołania się, niezwłocznie zawiadomić drugą Stronę o wystąpieniu takich zdarzeń oraz wykazać, że zachodzi bezpośredni związek przyczynowy między nastąpieniem Siły wyższej, a niewykonaniem zobowiązania wynikającego z Umowy. Taki sam obowiązek ciąży na Stronie w przypadku ustania Siły wyższej.
4. 3SF nie ponosi jakiegokolwiek odpowiedzialności za działania osób trzecich w sieci Internet, jak również za działania Klienta w sieci Internet, na które to działania 3SF nie miała wpływu, ani za szkody wywołane takim działaniem.
5. 3SF nie ponosi odpowiedzialności za awarię w sieci Internet innych przedsiębiorców telekomunikacyjnych skutkującą brakiem dostępu do sieci tych przedsiębiorców, pod warunkiem, że na działania te 3SF nie miała wpływu.

6. Odpowiedzialność 3SF z tytułu niewykonania lub nienależytego wykonania Umowy jest określona w Załączniku nr 4 i jest to całkowita forma odpowiedzialności 3SF wobec Klienta z tytułu niewykonania lub nienależytego wykonania Umowy. Niezależnie od powyższego, całkowita odpowiedzialność 3SF ograniczona jest, w danym okresie rozliczeniowym, do wysokości jednej Opłaty miesięcznej płaconej przez Klienta. Odpowiedzialność z tytułu utraconych korzyści jest umownie wyłączona. Postanowienia powyższe nie dotyczą szkód wyrządzonych umyślnie lub powstałych w wyniku zaniedbań ze strony 3SF.
7. 3SF nie ponosi odpowiedzialności za nieterminowe uruchomienie Usług w przypadku, gdy przyczyny takiego opóźnienia wynikają z braku niezbędnego w danych okolicznościach współdziałania ze strony Klienta, mimo skutecznego wezwania go do tego współdziałania.
8. 3SF nie ponosi odpowiedzialności za efekty działania lub niedziałania oprogramowania zastosowanego przez Klienta,
9. 3SF nie ponosi odpowiedzialności na nienależyte zabezpieczenie danych przez Klienta, w szczególności za dostęp do tych danych przez osoby niepowołane, jak również za utratę tych danych, wynikające wyłącznie z przyczyn leżących po stronie Klienta.
10. W przypadku, gdy 3SF uzyska wiarygodne informacje o bezprawnym charakterze danych przetwarzanych na Infrastrukturze Klienta lub 3SF, wówczas będzie uprawniona do zablokowania dostępu do tych danych, lub – gdy wynika to z przepisów prawa – do ich niezwłocznego usunięcia. Działanie takie nie będzie traktowane jak niewykonanie lub nienależyte wykonanie Umowy.

§9. Zobowiązania Klienta

1. Klient zapewnia 3SF dostęp do Infrastruktury Klienta (w ramach Opłaty miesięcznej) na poziomie umożliwiającym skuteczne zarządzanie urządzeniami Infrastruktury Klienta oraz oprogramowaniem warstwy wirtualizacji zasobów wraz z dokumentacją tej Infrastruktury chyba, że umowy z dostawcami oprogramowania Klienta (stanowiącego własność Klienta lub którego Klient używa na podstawie innego tytułu) uniemożliwiają przekazanie tych danych/dokumentów, z poszanowaniem postanowień niniejszej Umowy oraz Procedur Data Center.
2. Klient oświadcza, że jest uprawniony do użytkowania Infrastruktury Klienta, w tym do oprogramowania uruchamianego na Infrastrukturze Klienta i użytkowanie takie nie narusza praw osób trzecich.
3. Klient zobowiązany będzie do pełnej współpracy z 3SF w trakcie realizacji Umowy w zakresie uzasadnionym zakresem Usług, w celu wykonania Umowy i nie wymagającym dodatkowych nakładów finansowych na rzecz 3SF.

§10. Osoby kontaktowe

Dla celów związanych z realizacją niniejszej Umowy, Strony wyznaczają osoby kontaktowe:

dla 3SF:

Jacek Chylak, mail: j.chylak@3s.pl , tel. +48 726 180 007	obsługa handlowa
Dział DUIT, mail: duit@3s.pl	obsługa techniczna IaaS
NOC, mail: pomoc@3s.pl , noc@3s.pl , tel. +48 32 322 309 950 lub tel. kom. 725 309 950	obsługa techniczne i telekomunikacyjna

dla Klienta:

Jakub Majkowski, mail: jakub@tellyo.com , Tel: +44 7805 840 876, +48 698 136 006	obsługa handlowa
Mariusz Ostoja-Świerczyński, mail: mariusz@tellyo.com , +48 695 645 486	obsługa techniczna

§11. Klauzula poufności

1. Strony zobowiązują się zachować w tajemnicy wszelkie informacje, okoliczności, warunki lub postawienia związane z zawarciem i wykonywaniem niniejszej Umowy za wyjątkiem tych, których ujawnienie jest wymagane prawem, które zostały ujawnione przez Stronę zainteresowaną.
2. Strony zobowiązują się również do zachowania w tajemnicy wszelkich okoliczności i poufnych informacji, o których dowiedziały się w związku z wykonywaniem niniejszej Umowy, a których ujawnienie mogłoby narazić drugą Stronę na szkodę. W szczególności Strony zobowiązują się do zachowania w tajemnicy informacji dotyczących stosowanych przez drugą Stronę technologii, zasad organizacji pracy, sposobu prowadzenia (odbiorców świadczeń zdrowotnych w przypadku Klienta). Zakaz objęty niniejszym punktem w zakresie dotyczącym realizowania przez Usługobiorcę świadczeń zdrowotnych, w tym jakichkolwiek danych pacjentów (świadczeniobiorców) Klienta obowiązuje bezterminowo. W pozostałym zakresie zakaz wygasa po upływie 36 miesięcy po wygaśnięciu niniejszej Umowy z jakichkolwiek przyczyn i w jakimkolwiek trybie. Zobowiązanie do zachowania poufności nie obejmuje informacji publicznie dostępnych, ujawnionych przez Stronę dobrowolnie bądź na mocy przepisów prawa czy orzeczenia kompetentnego organu.
3. W przypadku naruszenia przez Strony obowiązku określonego w ust. 2 powyżej, Strona zapłaci drugiej Stronie karę umowną w wysokości 50.000 zł (słownie: pięćdziesiąt tysięcy złotych) za każdy przypadek naruszenia, natomiast w przypadku powstania szkody przewyższającej wysokość kary umownej, Strony uprawnione będą dochodzić odszkodowania w pełnej wysokości, przekraczającego wysokość kary umownej.
4. Strona, która doznała szkody w wyniku złamania klauzuli poufności, może dochodzić odszkodowania na zasadach ogólnych.
5. Poufność określona niniejszą Umową nie narusza zasad poufności określonych w innych Umowach łączących Strony, jeśli takie umowy przewidują dalej idącą ochronę danych czy informacji.

§12. Postanowienia końcowe

1. Stronom przysługuje prawo do podawania nazwy drugiej Strony oraz zamieszczania bez zmian w treści i wyglądzie jej logo lub logotypu w materiałach reklamowych, marketingowych, na stronie internetowej oraz w listach referencyjnych.
2. 3SF zastrzega sobie prawo do powierzenia części zakresu Usług stronie trzeciej jako podwykonawcy. 3SF ponosi odpowiedzialność za działania lub zaniechania podwykonawców jak za swoje własne działania lub zaniechania.
3. Z zastrzeżeniem postanowień niniejszej Umowy, wszelkie zmiany Umowy wymagają formy pisemnej pod rygorem nieważności.
4. W sprawach nieuregulowanych Umową zastosowanie mają przepisy prawa polskiego, w szczególności Kodeksu cywilnego.
5. Strony podejmą w dobrej wierze wysiłek w celu rozwiązania na drodze polubownej wszelkich sporów pomiędzy nimi, które wyniknąć mogą ze stosowania niniejszej umowy lub jej interpretacji. O ile polubowne rozwiązanie sporu nie powiedzie się, Strony zgadzają się rozstrzygnąć spór przed właściwym dla powoda sądem powszechnym.
6. Umowa zostaje sporządzona w dwóch jednobrzmiących egzemplarzach, po jednym dla każdej ze Stron.
7. W przypadku, gdy postanowienia niniejszej Umowy stoją w sprzeczności z którymkolwiek z Załączników, Załącznik ten ma pierwszeństwo przed Umową.
8. Integralną część Umowy stanowią następujące Załączniki:
 - a) Załącznik nr 1 – Infrastruktura Techniczna Data Center,
 - b) Załącznik nr 2 – Infrastruktura Klienta i Infrastruktura 3SF,
 - c) Załącznik nr 3 – Zakres Usług,
 - d) Załącznik nr 4 – Parametry Jakościowe (SLA),
 - e) Załącznik nr 5 – Protokół Zdawczo-Odbiorczy
 - f) Załącznik nr 6 – Harmonogram
 - g) Załącznik nr 7 – Procedury Data Center

3SF

pieczęć, podpis, data

KLIENT



Kimmo Koivisto
Kimmo Koivisto
30 July 2014

pieczęć, podpis, data

Jakub Majkowski
JAKUB MAJKOWSKI
30 JULY 2014

Mariusz Ostoję-Swierczyński
MARIUSZ OSTOJA-SWIERCZYŃSKI
30/07/2014

INFRASTRUKTURA TECHNICZNA DATA CENTER

1. Fizyczne zabezpieczenie:
 - ogrodzony i monitorowany teren,
 - teren poza strefą przemysłową (brak uciążliwości przemysłowej i niebezpieczeństwa wynikającego z sąsiedztwa przemysłowego),
 - teren poza strefą zalewową,
 - budynek wyposażony w systemy kontroli dostępu oraz przeciwdziałaniu napadom, do terenu prowadzą dwie, niezależne drogi dojazdowe
 - telewizja przemysłowa CCTV,
 - system wykrywania ognia i detekcji dymu,
 - system gaszenia oraz zapobiegający rozprzestrzenianiu się pożaru, wykorzystujący azot jako środek gaśniczy,
 - ochrona budynku i terenu 24/7.
2. Zasilanie energetyczne:
 - zewnętrzna linia energetyczna,
 - zapasowa linia energetyczna,
 - linie poprowadzone niezależnymi trasami kablowymi do różnych Głównych Punktów Zasilania (GPZ),
 - systemem podtrzymania zasilania UPS,
 - podtrzymanie zasilania na UPS do 15 minut,
 - agregat prądowłórczy.
3. Środowisko pracy.
 - antyelektrostatyczna podłoga techniczną o nośności 1t/m²,
 - redundantny system klimatyzacji precyzyjnej w redundancji N+1, opartej o freon.
4. Kontrola zdarzeń - monitorowane i rejestrowane w trybie ciągłym wszystkie systemy Data Center. Monitorowane będą:
 - Dostępność i parametry zasilania w Data Center.
 - Wilgotność w Data Center.
 - Temperatura w Data Center.
 - Dostępność i przepustowość łączy Transmisji Danych i Dostępu do Internetu.
 - Wykorzystanie procesorów, pamięci RAM w Infrastrukturze 3SF.
 - Wykorzystanie dysków w Infrastrukturze 3SF.
 - Logi z systemu kontroli dostępu w Data Center .
 - Obrazy z kamer systemu CCTV (archiwizacja obrazu z kamer do 7 dni) w Data Center.
5. Węzeł Dostępowy do sieci Internet – 3SF zapewnia poniższą architekturę, architektura jest współdzielona na wielu klientów:
 - podłączenie do głównych operatorów Internetu w Polsce,
 - niezależne podłączenia fizyczne, dwie niezależne trasy światłowodowe do dwu różnych punktów geograficznych,
 - redundancja wszystkich urządzeń sieci komputerowej w Data Center,
 - własna adresacja IP ,
 - redundantne routery.

OPIS INFRASTRUKTURY KLIENTA I INFRASTRUKTURY 3SF

1. Infrastruktura 3SF.

ID	Urządzenie/komponent	ilość
Serwer ACTINA SOLAR 210 S5 (Encoder) o poniższej konfiguracji:		2
OBUSUMSER0196	OBUDOWA SERWEROWA SUPERMICRO CSE-113TQR700W Black	1
PLYSUMISE0125	PŁYTA SERWEROWA SUPERMICRO X9DRW-IF-O	1
PROINTXEN0250	PROCESOR INTEL XEON E5-2640V2 BOX	1
PAMDDR3ECC005	8GB RAM, Pamięć DDR3 ECC Unbuffered	2
KONLSISC0032	Kontroler RAID SAS/SATA LSI 9211-8i, 6Gb, 8port, SGL	1
DYEINTSSA0002	DYSK SSD INTEL DC S3500 120GB 2,5" SATA3 SGL PACK	3
OPRAAASVR9999	Brak systemu operacyjnego	1
	Gwarancja 3 lata on-site 24/48h (realizowana w dni robocze)	1
Serwer ACTINA SOLAR 210 S5 (Headend) o poniższej konfiguracji:		2
OBUSUMSER0196	OBUDOWA SERWEROWA SUPERMICRO CSE-113TQR700W Black	1
PLYSUMISE0125	PŁYTA SERWEROWA SUPERMICRO X9DRW-IF-O	1
PROINTXEN0250	PROCESOR INTEL XEON E5-2640V2 BOX	1
PAMDDR3ECC005	8GB RAM, Pamięć DDR3 ECC Unbuffered	6
KONLSISC0032	Kontroler RAID SAS/SATA LSI 9211-8i, 6Gb, 8port, SGL	1
DYEINTSSA0004	DYSK SSD INTEL DC S3500 240GB 2,5" SATA3 SGL PACK	3
OPRAAASVR9999	Brak systemu operacyjnego	1
	Gwarancja 3 lata on-site 24/48h (realizowana w dni robocze)	1
	Przełącznik sieciowy HP V1910-24G	1

ZAKRES USŁUG

1. Usługa IaaS.
3SF zapewni i udostępni Klientowi Infrastrukturę 3SF zlokalizowaną w Data Center. W ramach usługi 3SF zapewni zasilanie elektryczne 230V 50Hz, wynagrodzenie pokrywa koszty kolokacji urządzeń oraz koszty zużycia energii elektrycznej przez Infrastrukturę 3SF. 3SF zapewni optymalne warunki środowiskowe dla urządzeń IT w ramach Data Center w tym zapewni odpowiednią temperaturę, wilgotność i zasilanie, w szczególności wymagane przez producenta tych urządzeń. 3SF zapewni wszystkie konieczne elementy by świadczyć Serwis zgodnie z Parametrami Jakościowymi.
2. Abonament miesięczny z tytułu korzystania z Usługi Dostępu do Internetu wyniesie 3.250 PLN miesięcznie.
3. Usługa Dostępu do Internetu o przepustowości 50/50 Mbps. Usługa realizowana zostanie w oparciu o węzeł dostępowy do sieci Internet opisany w Załączniku nr 1. Usługa będzie realizowana w modelu rozliczania zgodnym z 95 percentylem z burstem do 100/100 Mbps.
4. Abonament miesięczny z tytułu korzystania z Usługi Dostępu do Internetu wyniesie 950 PLN netto.
5. Klient ma możliwość zwiększenia przepustowości dostępu do Internetu w dowolnym momencie trwania Umowy na warunkach uzgodnionych i potwierdzonych przez obie Strony.
6. Serwis dostępny w zakresie usługi IaaS w ilości 1,5 h miesięcznie. Powyżej tej ilości Klient może skorzystać ze wsparcia technicznego 3SF w cenie 150 PLN/godzinę.

PARAMETRY JAKOŚCIOWE (SLA)

Awaria Krytyczna	Stan Infrastruktury 3SF, w którym nie jest możliwa jego eksploatacja i będący wynikiem wadliwego działania Infrastruktury 3SF lub/i, Infrastruktury Technicznej lub/i, Dostępu do Sieci Internet lub Transmisji Danych. Przez Awarię Krytyczną Strony rozumieją również całkowity brak komunikacji z Infrastrukturą 3SF.
Awaria Niekrytyczna	Stan Infrastruktury 3SF w którym możliwa jest częściowa eksploatacja Infrastruktury 3SF i będący wynikiem wadliwego działania Infrastruktury 3SF, lub/i Infrastruktury Technicznej, lub/i Dostępu do Sieci Internet lub Transmisję Danych. Przez Awarię Niekrytyczną Strony rozumieją również częściowy brak komunikacji z Infrastrukturą 3SF.
Usterka	Działanie Infrastruktury 3SF, w sposób niezgodny z dokumentacją, które nie wpływa na wyniki jego pracy i umożliwia jego eksploatację i komunikację z Infrastrukturą 3SF. Stan taki by być uznany za Usterkę musi być wynikiem wadliwego działania Infrastruktury 3SF, lub/i Infrastruktury Technicznej, lub/i Dostępu do Sieci Internet lub Transmisji Danych
Awaria	Awaria Krytyczna lub Niekrytyczna bądź Usterka
Czas reakcji	Czas liczony od momentu zgłoszenia lub wykrycia Awarii (potwierdzone telefonicznie przez 3SF przed upływem 30 minut od dokonania zgłoszenia) w jakim przedstawiciel 3SF przystąpi do ich usuwania. W przypadku problemów technicznych zgłoszenie może się odbyć telefonicznie ze skutkiem ważności, jak przy zgłoszeniu pocztą elektroniczną. Zgłoszenie będzie wysłane w terminie późniejszym w celu jego udokumentowania. Poprzez przystąpienie do usuwania strony rozumieją podjęcie pierwszej niezbędnej czynności zmierzających do usunięcia Awarii.
Rozwiązanie Zastępcze	Usunięcia Awarii poprzez dostarczenie przez 3SF na własny koszt zastępczego elementu Infrastruktury 3SF będącego w stanie Awarii, podobnej klasy umożliwiającego prawidłowe działanie Infrastruktury 3SF.
Czas Usunięcia Awarii	Czas liczony od momentu zgłoszenia lub wykrycia Awarii do momentu przywrócenia Infrastruktury 3SF, lub/i Infrastruktury Technicznej lub/i Transmisji Danych do stanu w którym możliwa jest jego eksploatacja zgodna z dokumentacją i stanem z przed Awarii. Usunięcie Awarii może być wykonane również poprzez Rozwiązanie Zastępcze.
Czas Pracy	Czas pomiędzy 00:00 – 24:00 od poniedziałku do niedzieli przez cały rok.

1. 3SF zobowiązuje się do świadczenia Usług przez 24 godziny na dobę przez cały rok zgodnie z Parametrami Jakościowymi
2. 3SF zobowiązuje się do usuwania Awarii i Usterek przez 24 godziny na dobę przez cały rok zgodnie z Parametrami Jakościowymi.
3. Dla realizacji Usług przewidziano następujące numery i adresy:
pomoc@3s.pl oraz linie telefoniczną. +48 32 322 309 950 lub kom. 725 309 950
4. Warunki ustalania kar umownych są sprecyzowane w poniższych tabelach i są należne Klientowi w wypadku niedochowania przez 3SF Parametrów Jakościowych. Klient ma prawo do potrącania z należnego 3SF wynagrodzenia kar umownych powstałych zgodnie z zasadami określonymi w Umowie i niniejszym Załączniku. 3SF odpowiada za niewykonanie lub nienależyte wykonanie Umowy w odniesieniu do następujących Parametrów Jakościowych na poniższych zasadach:

Parametr jakościowy dla Usługa IaaS – Czas Usunięcia Awarii

Czas Usunięcia Awarii Krytycznej	Wysokość kary umownej należnej Klientowi od 3SF po przekroczeniu Czasu Usunięcia Awarii Krytycznej
24 – 48 godzin	25% wartości Abonamentów określonych w §6 ust. 2 Umowy.
48 – 72 godzin	50% wartości Abonamentów określonych w §6 ust. 2 Umowy.
powyżej 72 godzin	100% wartości Abonamentów określonych w §6 ust. 2 Umowy.

Czas Usunięcia Awarii Niekrytycznej	Wysokość kary umownej należnej Klientowi od 3SF po przekroczeniu Czasu Usunięcia Awarii Niekrytycznej
48 - 72 godzin	25% wartości Abonamentów określonych w §6 ust. 2 Umowy.
powyżej 72 godzin	100% wartości Abonamentów określonych w §6 ust. 2 Umowy.

Czas Usunięcia Usterek	Wysokość kary umownej należnej Klientowi od 3SF po przekroczeniu Czasu Usunięcia Usterki
2 - 3 dni	10% wartości Abonamentów określonych w §6 ust. 2 Umowy.
3 – 5 dni	15% wartości Abonamentów określonych w §6 ust. 2 Umowy.
powyżej 5 dni	100% wartości Abonamentów określonych w §7 ust. 2 Umowy.

• **Parametr Jakościowy dla Usługa - Dostęp do Internetu.**

Okres niedostępności do usługi Dostęp do Internetu	Wysokość kary umownej dla Klienta od 3SF po przekroczeniu okresu niedostępności do usługi Dostęp do Internetu
0,1% - 0,2% rocznie	1% wartości Abonamentów określonych w §6 ust. 2 Umowy.
0,2% - 0,3% rocznie	5% wartości Abonamentów określonych w §6 ust. 2 Umowy.
powyżej 0,3% rocznie	8% wartości Abonamentów określonych w §6 ust. 2 Umowy.

• **Parametr Jakościowy dla Usługa – Transmisja Danych.**

Okres niedostępności do usługi Transmisja Danych :	Wysokość kary umownej dla Klienta od 3SF po przekroczeniu okresu niedostępności do usługi Transmisja Danych
0,1% - 0,2% rocznie	1% wartości Abonamentów określonych w §6 ust. 2 Umowy.
0,2% - 0,3% rocznie	5% wartości Abonamentów określonych w §6 ust. 2 Umowy.
powyżej 0,3% rocznie	8% wartości Abonamentów określonych w §6 ust. 2 Umowy.

3SF ma prawo do wykonania prac konserwacyjnych w Data Center. Przerwy wynikające z zaplanowanych i zgłoszonych, przynajmniej na 7 dni przed planowanymi pracami, nie są traktowane jako Awarie. Klientowi nie przysługuje odszkodowanie z tego tytułu. Planowane prace konserwacyjne będą wykonywane w godzinach od 00:00 do 10:00. Czas prac konserwacyjnych nie może przekroczyć 4 godzin na dobę i 8 godzin w miesiącu rozliczeniowym.

Czas Usunięcia Awarii liczony jest w Czasie Pracy.

5. Awaryjnie Klient winien zgłaszać do I linii wsparcia 3SF poprzez kanał telefoniczny lub z wykorzystaniem poczty elektronicznej. 3SF ma obowiązek potwierdzenia uprawnień osoby zgłaszającej po stronie Klienta. Klient przekaże listę osób uprawnionych do zgłaszania Awarii. Jeżeli nie będzie możliwe rozwiązanie problemu bezpośrednio przez obsługę I linii wsparcia (na podstawie bazy wiedzy FAQ) zgłoszenie zostanie przekazane do inżyniera wsparcia (II linia wsparcia). Zgłoszenia są rejestrowane i zarządzane z wykorzystaniem systemu informatycznego. Po rejestracji zgłoszenia w systemie zostanie otwarty proces obsługi (nr zgłoszenia) i przesłany na adres korespondencyjny (pocztą elektroniczną) wyznaczonego przez Klienta. Zamknięcie zgłoszenia jest potwierdzone drogą elektroniczną i następuje po przywróceniu Infrastruktury 3SF do stanu z przed Awarii. Zlecenia wykonania prac związanych z Usługą Zarządzania przyjmowane będą przez 3SF wyłącznie z wykorzystaniem poczty elektronicznej. Zlecenie powinno zawierać ogólny opis zakresu zlecanych prac. Pracownik I linii wsparcia 3SF skontaktuje się osobą kontaktową po stronie Klienta celem uzyskania potwierdzenia wysłania zlecenia. Po uzyskaniu potwierdzenia, pracownik I linii wsparcia przekaże zlecenie pracownikowi II linii wsparcia, który w ciągu 2h skontaktuje się z osobą zlecającą wykonanie prac w celu ustalenia szczegółów i terminu wykonania prac. Jeśli termin realizacji nie zostanie określony, przyjmuje się, że wykonywanie prac rozpocznie się najpóźniej w ciągu 2h. Po określeniu szczegółów zlecenia, pracownik II linii wsparcia wyśle drogą poczty elektronicznej potwierdzenie przyjęcia zlecenia prac.

PROTOKÓŁ ZDAWCZO-ODBIORCZY

Wzór A

Zgodnie z Umową z dnia wykonaną w dniu

Klient przekazuje/odbiera* Infrastrukturę Klienta

3SF przekazuje/odbiera* Infrastrukturę Klienta:

Numer seryjny IK	Nazwa IK	Numer ewidencyjny	Ilość

Strony potwierdzają dokonanie odbioru/przekazania i wnoszą/nie wnoszą zastrzeżeń*

.....

3SF

KLIENT

PROTOKÓŁ ZDAWCZO-ODBIORCZY

Wzór B

Zgodnie z Umową z dnia wykonaną w dniu

Strony potwierdzają dokonanie/ nie potwierdzają dokonania Odbioru skutkującego rozpoczęciem świadczenia Usług i wnoszą/nie wnoszą zastrzeżeń*

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3S

KLIENT

Załącznik nr 6

Harmonogram

1. Uruchomienie usługi IaaS – do 3 tygodni od daty podpisania Umowy.
2. Uruchomienie usługi Dostępu do Internetu – do 2 tygodni od daty podpisania Umowy.
3. Uruchomienie usługi Serwisu – z dniem podpisania Protokołu Zdawczo-Odbiorczego.

Strony dołożą starań by w/w okresy skrócić.

PROCEDURY DATA CENTER

Formularz F-06/15 B

3SF SA

Lista osób upoważnionych do prac i autoryzacji (dla klientów)

Wersja 1.1

Data wyd.: 29.06.2011

Strona 1 z 1

Firma: Nr umowy: Obowiązuje od: Do:

Wypełnia Klient

Wypełnia 3SF S.A.

Nr:

1.	2.	3.	4.	5.	6.	7.	8.
Lp	Imię i nazwisko osoby upoważnionej	Nr dowodu osobistego	Telefon / adres e-mail	Zgłaszany zakres uprawnień (**)	Przeszkolił z zasad bezpieczeństwa w DC (data i podpis)	Odebrał Oświadczenie o zachowaniu poufności (data i podpis)	Wydal kartę dostępu (data i podpis)
1.				W, A, U			
2.				W, A, U			
3.				W, A, U			
4.				W, A, U			
5.				W, A, U			

Uwaga: Niepotrzebne skreślić (**) W – wykonanie dostaw/prac na terenie DC, A – autoryzacja dostaw / prac U - usuwanie z listy upoważnionych

Wnioskujący:
(data i podpis)

Odbierający:
(data i podpis)

Załącznik nr (F-06/20)

3SF SA	OŚWIADCZENIE O ZACHOWANIU POUFNOŚCI	Wersja 1.2
		Data wyd.: 10.06.2011
		Strona 1 z 1

Ja, niżej podpisany/a

Zamieszkały

Legitymujący/a się (rodzaj dokumentu i jego numer):

.....

Uzyskujący/a dostęp do Data Center na podstawie (podać podstawę wejścia na teren DC –pracownik Klienta, wykonujący prace na terenie DC, gość, etc.):

.....

Zobowiązuję się i oświadczam, że nie ujawnię podmiotom trzecim:

- jakichkolwiek informacji dotyczących spółki 3Services Factory S.A. (zwaną dalej 3SF) z siedzibą w Katowicach, przy ul. Gospodarczej 12 i zarejestrowanej pod numerem KRS 0000364798,
- jakichkolwiek informacji dotyczących obiektów wchodzących w skład Data Center należącego do 3SF, w szczególności ich usytuowania, rozkładu pomieszczeń i instalacji, przeznaczenia, faktycznego wykorzystania, procedur bezpieczeństwa lub ochrony, metod i zasad ochrony Data Center,
- jakichkolwiek informacji dotyczących pracowników, współpracowników lub kontrahentów 3SF.

Ponadto oświadczam, iż nie wykorzystam jakichkolwiek informacji pozyskanych w związku z dostępem do Data Center w sposób narażający 3SF na szkodę nie dopuszczę się czynu mogącego stanowić czyn nieuczciwej konkurencji w rozumieniu Ustawy z dnia 16 lutego 2007 r. o ochronie konkurencji i konsumentów (Dz. U. 2007 nr 50 poz. 331 ze zm.).

Niniejsze oświadczenie jest nieograniczone w czasie i nieodwołalne.

Jednocześnie potwierdzam, że zostałem zapoznany z zasadami bezpieczeństwa i poufności informacji w związku z przebywaniem na terenie obiektu Data Center.

Zasady te są dla mnie zrozumiałe i zobowiązuję się je przestrzegać.

Data:

Podpis

F-06/09

3SF SA	Zgłoszenie dostawy		Wersja 1.3
			Data wyd.: 18.10.2011
			Strona 1 z 1
Nazwa firmy zgłaszającej dostawę			
Osoba kontaktowa, e-mail			
Data zgłoszenia			
(*) Nazwa firmy wysyłającej			
Sposób dostawy (firma kurierska, własny, inne):			
(*) Numer listu przewozowego			
(*) Data dostawy		Numer zgłoszenia:	(wypełnia Operator 3SF)

(*) jeśli znane

Specyfikacja dostawy:

Specyfikację dostawy należy wypełniać jeśli spełniony jest co najmniej jeden warunek:

- ilość paczek w jednej dostawie przekracza 5szt.
- jeśli waga co najmniej jednej paczki przekracza wagę 31.5kg
- jeśli dowolny z wymiarów co najmniej jednej paczki przekracza 180cm

Ilość paczek		Orientacyjna waga (łącznie)	
Orientacyjne wymiary			
Uwagi			

Uwaga: Przesyłki przyjmowane są na rampę rozładowniczą DC. Nadawca odpowiada za zapewnienie sprzętu odpowiedniego do rozładunku dostawy na rampę.

Wyrażam zgodę na odebranie w przez pracowników 3SF SA zgłoszonej dostawy.

(pieczęć i podpis uprawnionego do zgłoszenia dostawy)

(wypełnia 3SF SA):

Zgłoszenie przyjął		Dostawę przyjął		Dostawę wydał	
Data		Data		Data	
			(Miejsce składowania)		Potwierdzam odbiór dostawy w stanie nienaruszonym.
Uwagi		Uwagi		Uwagi	Czytelny podpis:

IS-06/03

3SF SA	Obsługa klienta	Wersja 1.1
		Data wyd.: 9.09.2011
		Strona 1 z 3

1. **Zakres stosowania:** Klienci i Podwykonawcy 3SF S.A.

2. Zasady dostępu fizycznego

2.1. Na teren Obiektu, klienci lub podwykonawcy dostają się zgodnie zasadami określonymi w **Procedurze P-06/02 Zarządzanie Ochroną Fizyczną DC** (do wglądu na terenie DC), tj. na podstawie dowodu tożsamości ze zdjęciem lub wydanego identyfikatora, po uzyskaniu autoryzacji jednorazowej wykonanej przez Operatora lub autoryzacji poprzez Tymczasową Listę Dostępu.

2.2. W trakcie pierwszego wykonywania prac w DC, klienci i podwykonawcy:

2.2.1. Zapoznają się z podstawowymi informacjami o Data Center zawartymi w Regulaminie Data Center 3SF SA oraz dokumentach instruktażowych.

2.2.2. Zostają przeszkoleni przez dyżurnego Operatora o zasadach:

- poruszania się po obiekcie
- bezpiecznego korzystania z DC
- poufności informacji

2.2.3. Podpisują odpowiednie oświadczenia o zapoznaniu się z zasadami obowiązującymi w DC oraz zobowiązujących ich do zachowaniu poufności.

2.3. W uzasadnionych przypadkach, Klient lub Podwykonawca może wystąpić o wydanie identyfikatora oraz karty dostępu umożliwiających poruszanie się na terenie obiektu w ramach przydzielonych uprawnień.

3. Zasady zgłaszania prac

3.1. W celu zgłoszenia wykonania prac w DC należy wypełnić formularz **Zgłoszenie_wykonania_prac** (dostępny jako załącznik do umowy).

3.2. Wypełniony formularz, podpisany przez osobę uprawnioną należy dostarczyć osobiście lub w postaci elektronicznej (skan, zdjęcie) wysłać na adres: operator@3servicesfactory.com przynajmniej 24 godziny przed planowanym terminem prac (w dni robocze, z wyłączeniem dni ustawowo wolnych od pracy).

3.3. Operator każdorazowo dokonuje weryfikacji osób zgłaszających się do wykonania prac na terenie DC.

3.4. Jeśli osoba zgłaszająca się do wykonania prac nie ma wystarczających uprawnień, zgodnie z informacjami zawartymi w formularzu: **Lista osób upoważnionych do kontaktów i autoryzacji**, Operator nie wyda zgody na wykonanie prac.

3.5. Jeśli weryfikacja zostanie potwierdzona, Operator udostępni odpowiednie pomieszczenia do wykonania prac.

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3SF SA	Obsługa klienta	Wersja 1.1
		Data wyd.: 9.09.2011
		Strona 2 z 3

3.6. Brak wcześniejszego zgłoszenia w szczególnych przypadkach, spowodowanych np. wykonywaniem zaplanowanych prac remontowych czy testów przez obsługę DC, może skutkować odmową dostępu lub zmianą terminu prac.

3.7. Dopuszcza się wykonywanie nie zgłoszonych wcześniej prac jedynie w przypadku sytuacji awaryjnych. Należy wówczas jak najszybciej skontaktować się z dyżurnym Operatorem i zgłosić mu ten fakt telefonicznie. Po usunięciu awarii musi nastąpić uzupełnienie dokumentów zgłoszeniowych przez klienta lub podwykonawcę.

4. Dostawy sprzętu

4.1. W celu zgłoszenia dostawy sprzętu do DC należy wypełnić formularz **Zgłoszenia Dostawy** (dostępny jako załącznik do umowy).

4.2. Wypełniony formularz, podpisany przez osobę uprawnioną należy w postaci elektronicznej (skan, zdjęcie) wysłać na adres: operator@3servicesfactory.com przynajmniej 24 godziny przed dotarciem sprzętu do DC (w dni robocze, z wyłączeniem dni ustawowo wolnych od pracy).

4.3. Jeśli osoba zgłaszająca dostawę nie ma wystarczających uprawnień (do zgłoszenia dostaw zgodnie z formularzem: Lista osób upoważnionych do kontaktów i autoryzacji zmian), Operator wykona telefoniczną autoryzację zgłoszenia, potwierdzając zgłoszenie u osoby z prawem autoryzacji.

4.4. Jeśli autoryzacja nie powiedzie się, dostawa nie zostanie odebrana przez Operatora.

4.5. Jeśli autoryzacja zostanie potwierdzona, Operator przyjmuje zgłoszenie.

4.6. Brak wcześniejszego zgłoszenia w szczególnych przypadkach, spowodowanych np. brakiem technicznych możliwości przyjęcia sprzętu, może skutkować odmową przyjęcia dostawy.

4.7. Przesyłki przyjmowane są na rampę rozładowniczą DC. Nadawca ma obowiązek zapewnić odpowiedni sprzęt dla wyładunku dostawy na rampę.

4.8. Dopuszcza się przyjmowanie nie zgłoszonych wcześniej dostaw jedynie w przypadku sytuacji awaryjnych. Należy wówczas jak najszybciej skontaktować się z dyżurnym Operatorem i zgłosić mu dostawę telefonicznie.

5. Autoryzacja

5.1. Wszystkie prace i dostawy zgłoszone do realizacji w DC podlegają autoryzacji.

5.2. Autoryzacja polega na weryfikacji przez Operatora danych zgłoszonych formularzem: **Lista Osób Upoważnionych do kontaktów i autoryzacji**, (dostępny

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3SF SA	Obsługa klienta	Wersja 1.1
		Data wyd.: 9.09.2011
		Strona 3 z 3

jako załącznik do umowy), uprawnień osób zgłaszających się do wykonania prac lub dostawy.

5.3. Jeśli zgłaszający się nie posiada odpowiednich uprawnień, Operator nie wyrazi zgody na wykonanie prac na terenie DC lub przyjęcie dostawy.

5.4. W uzasadnionych lub wyjątkowych sytuacjach Operator wykonuje dodatkowo autoryzację prac lub dostaw z jedną z osób uprawnionych do autoryzacji w formularzu **Lista Osób Upoważnionych do kontaktów i autoryzacji**.

5.5. Zmiana listy osób upoważnionych może nastąpić jedynie poprzez przekazanie do 3SF S.A. zmodyfikowanej listy w formie pisemnej.

6. Zasady porządkowe

6.1. Zarządzenia porządkowe zebrane są w Przewodniku Klienta i Podwykonawcy – Zarządzenia porządkowe obowiązujące w Data Center 3SF S.A. DI-06/01.

6.2. Każdy Klient lub Podwykonawca zapoznaje się z nimi w ramach szkolenia przeprowadzonego przez Operatora w trakcie czynności wstępnych. Co potwierdza w Karcie Szkolenia Wstępnego Podwykonawcy F-06/04.

7. Kontakt

7.1. Wszystkie zgłoszenia związane z wykonywaniem prac, dostawami sprzętu czy dostępem do DC obsługuje Zespół Operatorów pracujących w trybie 24/7.

7.2. Zespół Operatorów jest dostępny za pośrednictwem następujących kanałów komunikacji:

- telefon: +48 32 338 24 24
- faks: +48 32 338 24 01
- email: operator@3servicesfactory.com

7.3. Klienci i Podwykonawcy przekazują zespołowi Operatorów **Listę osób uprawnionych do kontaktów oraz autoryzacji zmian**. Określa ona zakres uprawnień każdej zgłaszanej osoby oraz niezbędne dane kontaktowe.

Aneks zawarty w Katowicach, dnia 8.1.2020 roku, pomiędzy:

3S Data Center S.A. (dawniej 3Services Factory S.A.) z siedzibą w Katowicach, ul Gospodarcza 12, – kapitał zakładowy 14.800.000 opłacony w całości, posiadającą numer REGON 241656774, NIP 9542704989, zarejestrowaną w rejestrze przedsiębiorców Krajowego Rejestru Sądowego, prowadzonego przez Sąd Rejonowy Katowice-Wschód w Katowicach, pod numerem KRS 0000364798, reprezentowaną przez:

Aleksandra Kucharskiego – Starszego Kierownika ds. Kluczowych Klientów

zwaną dalej „3S”

a

Nazwa, firma	Tellyo Oy		
Adres	Koydenpunojankatu 2a D, 00180 Helsinki, Finland		
Adres korespondencyjny	ul. Żeligowskiego 3/5 D, Ip 90-752 Łódź, Polska		
Rejestr	-	NIP	VAT-EU 24523471
kapitał zakładowy/wpłacony	2.500 EUR	REGON	-
e-mail	contact@tellyo.com	telefon, fax	+48 695 645 486
Reprezentowany/a przez:	Richard Collins – Prezesa Zarządu Jakub Majkowski – Wiceprezesa Zarządu Mariusz Ostoja-Świerczyński – Członka Zarządu		

zwanym/ą dalej Klientem.

§1.

- Załącznik nr 2 – OPIS INFRASTRUKTURY KLIENTA I INFRASTRUKTURY 3S otrzymuje nowe brzmienie:

Urządzenie/komponent	ilość
Serwer Actina Solar 110 S6+ o poniższej konfiguracji:	2
obudowa Supermicro CSE-813MFTQC-R407CB	1
płyta główna Supermicro MBD-X10SRI-F	1
Procesor Intel Xeon E5-2620 v4; 8 rdzeni, 2,1GHz, 20MB cache	1
16 GB RAM DDR4 ECC 2666 MHz	1
4-porty, 1GB Cache 12Gb SAS/SATA; Poziom Raid 0,1,5,6,10,50,60 TB	1
Dysk SSD Samsung SM883 240GB 2,5" MLC; SATA 6G, 3,6 DWPD 3	3
Brak systemu operacyjnego	1
Gwarancja 3 lata on-site 24/48h (realizowana w dni robocze 8.-16.)	1
Przełącznik sieciowy HP V1910-24G	1

§2.

- §7 ust. 1 zmienia się treść:
Załącznik nr 3 – ZAKRES USŁUG otrzymuje nowe brzmienie:
„1. Umowa podpisana zostaje na czas określony wynoszący 36 miesięcy liczonych od dnia 01.03.2020 r. Po tym okresie Umowa zmienia się automatycznie w Umowę zawartą na czas nieokreślony z możliwością wypowiedzenia z zachowaniem 30-dniowego okresu wypowiedzenia (ze skutkiem na koniec okresu rozliczeniowego). Klientowi przysługuje prawo do rozwiązania Umowy ze skutkiem natychmiastowym, w przypadku rażącego naruszenia bądź niewywiązywania się przez 3S ze swoich zobowiązań umownych pod warunkiem uprzedniego, pisemnego wezwania 3S przez Klienta do dopełnienia obowiązków w terminie przynajmniej 14-dniowym i bezskutecznym upływie takiego terminu.
- Abonament miesięczny z tytułu korzystania z Usługi IaaS wynosi 2.200 PLN miesięcznie.
- Usługa Dostępu do Internetu o przepustowości 65/65 Mbps. Usługa realizowana zostanie w oparciu o węzeł dostępowy do sieci Internet opisany w Załączniku nr 1. Usługa będzie realizowana w modelu rozliczania zgodnym z 95 percentylem z burstem do 100/100 Mbps.”.

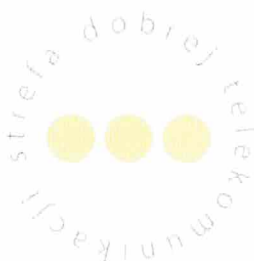
4. Abonament miesięczny z tytułu korzystania z Usługi Dostępu do Internetu w ramach Commitmentu 60/60 Mbps jest zawarta w opłacie za IaaS w pkt.2.
5. Serwis dostępny w zakresie usługi IaaS w ilości 1,5 miesięcznie. Powyżej tej ilości Klient może skorzystać ze wsparcia technicznego 3S Data Center w cenie 220 PLN/godzinę."

§4.

1. Zmiany określone niniejszym aneksem wchodzi w życie wraz z dniem podpisania. A nowa opłata za usługę IaaS od 1.3.2020r.
2. Pozostałe postanowienia Umowy o świadczenie Usług 3S Data Center pozostają bez zmian.
3. Niniejszy Aneks został sporządzony w dwóch egzemplarzach, po jednym dla każdej ze Stron.

3S

pieczęć, podpis



KLIENT

[Handwritten signature]
MARIUSZ OSTOJA-SWIERCZYŃSKI
9.1.2020, Łódź

pieczęć, podpis

Part 2: IT Systems

Date	Price	Brand and Model	Type	CPU	RAM	SSD	HDD	Graphic	System	Screen	Holder	Team	Office	Status	Comment	Serial Number
2022-06-23	5,099.00 PLN	Lenovo E14	Laptop	R7-5700U	16GB	512 GB			Win10 Pro	14" FHD IPS	Agata Tkacz	Test				1520Y7003XPBPF3BE75T
2022-05-02	5,993.72 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	512 GB			Win10 Pro	14" FHD IPS		Dev				1520U1004RBPFF36M9F8
2022-03-22	6,041.71 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	512 GB			Win10 Pro	14" FHD IPS	Dawid Cierbikowski	Test				1520U10011PBPF2H05R0
2022-01-24	5,525.00 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	512 GB			Win10 Pro	14" FHD IPS	Jerzy Wiśniewski	Admin				1520U10011PBPF2H05R0
2022-01-24	5,525.00 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	512 GB			Win10 Pro	14" FHD IPS	Kamil Wójciak	Admin				1520U10011PBPF2L77TY
2021-12-16	7,699.00 PLN	Apple MacBook Pro A2338	Laptop	M1 8-core	16GB	256 GB		8-core GPU	MacOS	13,3" Retina	Olaya Gesteira	Support				FVFGW15LQ05N
2021-11-24	7,699.00 PLN	Apple MacBook Pro A2338	Laptop	M1 8-core	16GB	256 GB		8-core GPU	MacOS	13,3" Retina	Piotr Rygielski	Dev				FVFGQ4XBQ05N
2021-11-24	7,699.00 PLN	Apple MacBook Pro A2338	Laptop	M1 8-core	16GB	256 GB		8-core GPU	MacOS	13,3" Retina	Krzysztof Kołsut	Dev				FVFGQ4YLQ05N
2021-11-15	5,525.00 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	512 GB			Win10 Pro	14" FHD IPS	Yevhenii Ivanov	Dev		After being used by Karol		1s20U10011PBPF2H52KY
2021-11-15	5,525.00 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	512 GB			Win10 Pro	14" FHD IPS	Teodor Woźniak	Dev				1s20U10011PBPF2H0G67
2021-11-08	5,075.00 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	256 GB			Win10 Pro	14" FHD IPS	Maciej Stępiński	Dev				1s20U10011PBPF2H4VWS
2021-11-08	5,075.00 PLN	Lenovo L14 Gen1-ITU	Laptop	i7-10510U	16GB	256 GB			Win10 Pro	14" FHD IPS	Paweł Jaśpiński	Dev				1520U10011PBPF2GZT2V
2021-08-30	1,599.00 PLN	Apple iPad 8gen	Tablet			32GB					Radosław Banaszek	Dev				F9FG47NJQ1GF
2021-08-30	1,599.00 PLN	Apple iPad 8gen	Tablet			32GB					Wojciech Skrzypek	Dev				H99FD7EMQ1GC
2021-08-30	1,599.00 PLN	Apple iPad 8gen	Tablet			32GB					Piotr Rygielski	Dev				F9FG56URQ1GD
2021-06-30	4,299.00 PLN	Lenovo E14 Gen2-ITU	Laptop	i7-1165G7	16 GB	512 GB			Win10 Pro	14" FHD IPS	Mateusz Salski	Dev				1520TA000DPBPF2YDMKK
2021-06-30	4,299.00 PLN	Lenovo E14 Gen2-ITU	Laptop	i7-1165G7	16 GB	512 GB			Win10 Pro	14" FHD IPS	Krzysztof Osuch	Dev				1520TA000DPBPF2YE0TK
2021-06-30	4,299.00 PLN	Lenovo E14 Gen2-ITU	Laptop	i7-1165G7	16 GB	512 GB			Win10 Pro	14" FHD IPS	Ewa Zaorska	QA				1520TA000DPBPF2YCWBS
2021-06-30	4,299.00 PLN	Lenovo E14 Gen2-ITU	Laptop	i7-1165G7	16 GB	512 GB			Win10 Pro	14" FHD IPS	Sławomir Tomczak	Dev			Used by Nikola, Janusz	1520TA000DPBPF2YHLMN
2021-06-30	4,299.00 PLN	Lenovo E14 Gen2-ITU	Laptop	i7-1165G7	16 GB	512 GB			Win10 Pro	14" FHD IPS	Grzegorz Kobus	Dev		After being used by Karolina		1520TA000DPBPF2YDMLB
2021-01-14	4,999.00 PLN	Komputronik Pro X900	Desktop	i9-10900F	32 GB	500 GB	2 TB	GeForce GT 710 2GB	Win10 Pro	14" FHD IPS	Paweł Pędki	Dev				KT567991
2020-10-14	3,549.00 PLN	Lenovo IdeaPad 3-15	Laptop	i7-1065G7	20 GB	256 GB			Win10	15,6"	Grzegorz Kobus	Support				PF285VC6
2020-10-05	3,199.00 PLN	Komputronik Pro X700	Desktop	i7-1070 (i7-7)	16GB 2666	500GB		GeForce GT 710 2GB	No OS		Radosław Banaszek	Test				KT505870
2020-09-29	3,199.00 PLN	Komputronik Pro X700	Desktop	i7-1070	16GB 2666	500GB		GeForce GT 710 2GB	No OS						Used by Maciej Michalek	KT561170
2020-07-29	3,299.00 PLN	Komputronik Pro 720	Desktop	i7-9700	16GB 2400	480GB			No OS		Radosław Banaszek	Test			Used by Róża	KT554813
2020-07-29	3,299.00 PLN	Komputronik Pro 720	Desktop	i7-9700	16GB 2400	480GB			No OS		Mateusz Starzak		Yes		Used by Nikola	KT556225
2020-07-01		Apple MacBook Pro 2019	Laptop	i9	32 GB	1 TB		AMD Radeon Pro 5500M 8GB	16" Retina		Wojciech Skrzypek	Design				C02D19CXMD6T
2019-08-13		Mini-PC Intel NUC	Mini PC	i7-7567U	8GB	240GB			Win10		IBC Demo	Marketing	No			
2019-08-06		Komputronik Pro 710	Desktop	Intel i7-8700	16GB 2400	480GB			Win10		Maciej Michalek	Dev			Used by Krzysztof Osuch, Maciej Michalek	KT536357
2019-08-05		Asus VivoBook R459UA	Laptop	i5-8250U	8GB	256GB			Win10	14,1"	Cem Alkan	Support				K1N0GR03P66402D
2019-08-05		Komputronik Pro 710	Desktop	Intel i7-8700	16GB 2400	480GB			Win10		Mateusz Motyka	Test				KT540529
2019-05-28		Lenovo YOGA 530-14IKB	Laptop	i5-8250U	8GB	256GB M.2			Win10	14" FHD IPS	Mateusz Śnieguła	Support				PF1LWWOL
2019-05-20		DELL Vostro 5471	Laptop	i5-8250U	16GB	256GB	1000GB		Win10		Jerzy Wiśniewski	Admin				4CMV902
2019-05-15		Komputronik Pro 710	Desktop	i7-8700	16GB	250GB M.2x2TB	72 MSI GeForce GTX 1050		Win10		Justyna Nować	Design			Used by Krzysztof Tyrcha	KT530196
2018-02-28		Komputronik Pro 700	Desktop	i7-7700	16 GB	240 GB	1000 GB	GeForce GT 710	Win10						Crashes	
2017-10-13		Lenovo Ideapad 320-15	Laptop	i5-7200U	8GB	480GB		GeForce 940MX	Win10	15,6" FHD	Conference Room			Retired	Works only on power supply	
2017-10-11		Lenovo IdeaPad 320	Laptop	i5-7200U	20GB	480 GB			Win10		Krzysztof Tyrcha	Design			After being used by Krzysztof Tyrcha	PF9XB7608032
2017-09-11		Dell Latitude 5480	Laptop	i5-7440H	8GB	256GB				14" FHD	Jerzy Wiśniewski	Dev			8btr7h2	
2017-09-11		Dell Latitude 5480	Laptop	i5-7440H	8GB	256GB				14" FHD	Kamil Kołodziejski	Mobile			Broken: Works on private	6ctn7h2
2017-09-08		Mini-PC Intel NUC	Mini PC	i5-7260U	8GB	128GB	1000GB		Win10		IBC Demo	Marketing	London			F44D306F9331
2017-09-08		Mini-PC Intel NUC	Mini PC	i5-7260U	8GB	128GB	1000GB		Win10		IBC Demo	Marketing	London			
2017-07-11		HP ENVY 13	Laptop	i7	8 GB	256 GB			Win10	13,3" FHD	Mateusz Śnieguła	Support		Retired	Crashes due to overheat	there is no SN on the case
2017-02-22		Komputronik Pro SK-700	Desktop	i7-6700	16GB	128 GB					Piotr Rygielski	Dev	Yes		Works on old Jakub's MacBook Pro	KT475297
2017-02-22		Komputronik Pro SK-700	Desktop	i7-6700	16GB	480GB							Yes	Retired	After being used by Bartosz Wojtczak	KT482198
2017-02-22		Komputronik Pro SK-700	Desktop	i7-6700	16GB	480GB					Mateusz Motyka	Test			After being used by Mateusz Salski	KT482448
2017-02-01		Dell Latitude E5470	Laptop	i5-6440HQ	8GB	256GB				14" FHD		Admin	Yes			
2017-02-01		Lenovo IdeaCentre 300-20	Desktop	i7	16GB	240GB	1000GB		Win10		Marek Sendkowski	Test			Got also laptop (used by Marek Sendkowski)	11S305005250010567Y1NR
2017-02-01		Lenovo IdeaCentre 300-20	Desktop	i7	16GB	240GB	1000GB		Win10		Teodor Woźniak	Dev	Yes		Got also laptop	11S305005250010567Z0YF
2016-12-09		Asus K501UX	Laptop	i7	12 GB	256 GB		GeForce 950M	Win10	15"	Marta Szyrman	Support			After being used by Tomasz Pojman	G1N0CX03V450020
2016-05-30		Asus UX305UA	Laptop	i5-6200U	8 GB	256 GB			Win10	13,3" FHD	Łukasz Pawlak	Support				G1N0C02902004E
2014-07-28		Dell Inspiron 7000 Series 7437	Laptop	i7-4500U	8GB	250GB	500GB			14" FHD	Mariusz Ostoja-Świerczyński			Retired		6JSS912
2014-07-28		Dell Inspiron 7000 Series 7437	Laptop	i7-4500U	8GB	250GB	500GB			14" FHD	Conference Room					5JSS912
		Brutus Da Vinci	Desktop	i7-4771	8GB	128GB	1000GB				Office Server	Admin				MQT6GG3KIHJN
		Brutus Da Vinci	Desktop	i7-4771	8GB	128GB	1000GB				Office ESX	Admin				EAMNF2YOMHQI
		CoolerMaster	Desktop								Office Router	Admin				RC334UKKN11122700617
		Brutus Da Vinci	Desktop	i7-4771	8GB	128GB	1000GB				Jan Piątek	Dev	Yes	Retired		SKDIY4EK2635
		Brutus Da Vinci	Desktop	i7-4771	16GB	480 GB										PE5WRMLXM8YN
		Brutus Da Vinci	Desktop	i7-4771	8GB	128GB	1000GB				Krzysztof Kołsut	Dev	Yes		Works on private new MacBook Pro	FBGS91PDMGWC
		Komputronik	Desktop	i5				GeForce GT710 1GB	Win7					Retired		
		None									Mateusz Starzak	Dev			Works on private	
		Apple MacBook Pro Early 2015	Laptop	i5 2,7GHz	8 GB	256 GB				13" Retina	Kamil Kołodziejski	Mobile			Broken drive, doesn't boot.	C02R596DFVH5
		Apple MacBook Pro	Laptop	i5 2,7GHz	8GB					13,3" Retina	Radosław Banaszek?	QA				C02R598WVH5
		Komputronik ???	Desktop Desktop	i7-3770							Wojciech Skrzypek			Retired	After being used by Natalia	KT214576 C3519051501929

Brand and Model	Screen	Holder	Team	Office	Comment	Serial	Ack (after
Philips 237E7QDSB	23,8" FHD AH-IPS	Mariusz Ostoja-Świerczyński	Management	Yes		UHBA1835020596	
Philips 243V7QDSB	23,8" FHD ISP	Mariusz Ostoja-Świerczyński	Management	No		UK0A2026015561	
Philips 237V7QDSB	23,8" FHD ISP			Yes	Unassigned	UHBA2003041508	
Philips 237V7QDSB	23,8" FHD ISP	Support Team		Yes	Support Desk	UK0A2026015559	
Philips 237E7QDSB	23,8" FHD AH-IPS	Yevhenii Ivanov	Dev	No		UHBA1916007769	
Philips 237E7QDSB	23,8" FHD AH-IPS		Admin	Yes	Patryk Desk	UHBA1835020488	
Philips 237E7QDSB	23,8" FHD AH-IPS	Jerzy Wiśniewski	Admin	Yes		UHBA1636015085	
Philips 237E7QDSB	23,8" FHD AH-IPS	Jerzy Wiśniewski	Admin	Yes		UHBA1636015320	
Philips 237E7QDSB	23,8" FHD AH-IPS	Mateusz Starzak	Admin	Yes		UHBA1636015086	
Philips 237E7QDSB	23,8" FHD AH-IPS	Mateusz Starzak	Admin	Yes		UHBA1636015189	
Philips 243V7QDSB	23,8" FHD ISP		Dev	Yes	Used by Maciej Michatek	UHBA2003041509	
Philips 243V5LHAB	23,6" FHD TFT		Dev	Yes	Used by Maciej Michatek	ZQ0A1411000127	
Philips 237E7QDSB	23,8" FHD AH-IPS		Dev	No	Used by Maciej Michatek	UHBA1646026542	
Philips 237E7QDSB	23,8" FHD AH-IPS	Krzysztof Osuch	Dev	Yes		UHBA1916007673	A
Philips 243V5LHAB	23,6" FHD TFT	Mateusz Salski	Dev	Yes		ZQ0A141100243	
Philips 237E7QDSB	23,8" FHD AH-IPS	Teodor Woźniak	Dev	No		UHBA1636015317	A
Philips 237E7QDSB	23,8" FHD AH-IPS	Jan Piętek	Dev	Yes		UHBA1835020489	
Philips 237E7QDSB	23,8" FHD AH-IPS	Jan Piętek	Dev	Yes		UHBA1636015321	
Philips 243V5LHAB	23,6" FHD TFT	Paweł Prędko	Dev	Yes		ZQ0A1411000121	A
Philips 243V5LHAB	23,6" FHD TFT	Paweł Prędko	Dev	Yes		ZQ0A1411000142	A
Philips 243V5LHAB	23,6" FHD TFT	Agata Tkacz	QA	Yes	Used by Marek Sendkowski	ZQ0A1422002660	A
Philips 237E7QDSB	23,8" FHD AH-IPS		QA	Yes	Used by Marek Sendkowski	UHBA1636015271	
Philips 237E7QDSB	23,8" FHD AH-IPS		QA	No	Used by Marek Sendkowski	UHBA1636015216	
Philips 237E7QDSB	23,8" FHD AH-IPS	Agata Tkacz	QA	Yes		UHBA1646026544	A
Philips 237E7QDSB	23,8" FHD AH-IPS	Mateusz Motyka	QA	Yes		UHBA1646026699	
Philips 237E7QDSB	23,8" FHD AH-IPS	Mateusz Motyka	QA	Yes		UHBA1724004627	
Philips 237E7QDSB	23,8" FHD AH-IPS	Mateusz Motyka	QA	No	At home in Lodz	UHBA1636015229	
Philips 237E7QDSB	23,8" FHD AH-IPS	Radosław Banaszek	QA	Yes		UHBA1636015251	
Philips 237E7QDSB	23,8" FHD AH-IPS	Radosław Banaszek	QA	Yes		UHBA1724004435	
Philips 243V5LHAB	23,6" FHD TFT	Radosław Banaszek	QA	No		ZV0A1501001512	
Philips 243V5LHAB	23,6" FHD TFT	Radosław Banaszek	QA	No		ZV0A1501001505	
Philips 237E7QDSB	23,8" FHD AH-IPS	Bartek Wojtczak	Dev	Yes		UHBA1636015078	
Philips 237E7QDSB	23,8" FHD AH-IPS	Paweł Jaśpiński	Dev	Yes		UHBA1916007769	
Philips 243V5LHAB	23,6" FHD TFT	Piotr Rygielski	Dev	Yes		ZQ0A1411000124	
Philips 237E7QDSB	23,8" FHD AH-IPS	Piotr Rygielski	Dev	Yes		UHBA1636015228	
Philips 243V5LHAB	23,6" FHD TFT	Krzysiek Kołsut	Dev	Yes		ZQ0A1408001353	
Philips 243V7QDSB	23,8" FHD ISP	Karolina Hudziec	Dev	Yes		UK0A2026015482	
Philips 243V5LHAB	23,6" FHD TFT		Design	Yes	Design Desk	ZQ0A1411000239	
Eizo ColorEdge CS2420	24,1" FHD IPS	Justyna Nować	Design	No		30995106	A
Eizo ColorEdge CS2420	24,1" FHD IPS	Wojciech Skrzypek	Design	No		30941106	A
Philips 243V5LHAB	23,6" FHD TFT		Design	Yes	Design Desk	ZV0A1551014135	
			Design	Yes	Design second openspace	UHBA1646026304	
SHARP LCD LC-49CUF8462ES	48,5" UHD IPS	Mariusz Ostoja-Świerczyński	Managment	Yes		B49CU8462E504N 96150960401421	

Mobile Lines		
Admins	+48 795 050 343	
Support	+48 531 423 108	
QA	+48 785 836 438	
Office Internet	+48 533 115 769	+48 536 848 188
Office Line	+48 42 307 6777	

Mobile Devices		
QA Team	iPhone 11 64GB	Radosław Banaszek
Dev Team	iPhone 13 256GB	Kamil Kołodziejski

Date	Price	Brand and Model	Type	Holder	Team	Office	Status	Warranty	Comment	Serial Number
2022-09-14	1,720.00 PLN	Behringer X-Touch	MIDI			Yes				
	22	6000	132,000.00 zł							
	8	5000	40,000.00 zł							
	40	500	20,000.00 zł							
	2	2000	4,000.00 zł							
	2	2000	4,000.00 zł							

Part 3: Domain names

Tellyo Oy Domains Holding

Name	Registration	Expiry	Holder of Registration	Owner
tellyo.com	30/12/2011	30/12/2023	AWS	Tellyo Oy
tellyo.tv	17/12/2015	17/12/2023	AWS	Tellyo Oy
tellyo.pro	20/11/2015	20/11/2023	AWS	Tellyo Oy
tellyo.live	07/04/2020	07/04/2024	AWS	Tellyo Oy
tellyocloud.pro	14/07/2017	14/07/2024	AWS	Tellyo Oy
tly.io	03/09/2014	03/09/2024	AWS	Tellyo Oy
tellyo.es	26/05/2021	26/05/2024	AWS	Tellyo Oy
tellyo.fr	26/05/2021	26/05/2024	AWS	Tellyo Oy
tellyo.it	26/05/2021	26/05/2024	AWS	Tellyo Oy
tellyo.jp	09/09/2021	26/09/2023	AWS	Tellyo Oy
tellyo.live	03/09/2014	03/09/2024	AWS	Tellyo Oy
tellyo.co.uk	09/09/2021	09/09/2024	AWS	Tellyo Oy
tellyo.uk	09/09/2021	09/09/2024	AWS	Tellyo Oy
tellyo.pl	09/09/2021	09/09/2023	OVH	Tellyo Oy
tellyo.cn	10/09/2021	10/09/2023	OVH	Tellyo Oy

SCHEDULE 7: BUSINESS CONTRACTS

1. Where a benefit under any Key Contract cannot be assigned to the Buyer without obtaining the consent, approval, authorisation or waiver of a third party to the assignment (a **Third Party Consent**) or where the Buyer requires a Business Contract or IT Contract to be novated, the Seller will:
 - 1.1 use all reasonable endeavours to procure that, as soon as reasonably practicable after Completion, each Third Party Consent is obtained and each assignment or novation is effected;
 - 1.2 keep the Buyer informed in writing of the progress of obtaining each such Third Party Consent and effecting each such assignment or novation; and
 - 1.3 maintain its corporate existence until each Business Claim is assigned or all amounts received after Completion in settlement of any Business Claim are paid to the Buyer or each such Business Contract or IT Contract is novated to the Buyer;
2. in respect of the benefit of each Business Contract, IT Contract or Business Claim requiring a Third Party Consent or novation, the Seller will:
 - 2.1 to the extent permissible, hold on trust absolutely for the Buyer its rights under that Business Contract, IT Contract or Business Claim;
 - 2.2 hold on trust absolutely for the Buyer all amounts, goods and benefits which it receives after Completion under that Business Contract, IT Contract or Business Claim; and
 - 2.3 take such steps (at the Buyer's cost and subject to being secured and indemnified by the Buyer for such costs) as the Buyer may require to enforce any right of the Seller against any other party to that Business Contract or IT Contract,

unless and until such Third Party Consent is obtained and the assignment or novation is effected.
3. Unless and until a Business Contract or IT Contract is novated to the Buyer, the Buyer will perform the obligations of the Seller under that contract as the sub-contractor or agent of the Seller or, to the extent that such contract prohibits the Buyer from acting as sub-contractor or agent, the Seller will provide the Buyer with such assistance and will do all such acts and things as may reasonably be required to enable that contract to be duly performed and to give the Buyer the benefit and burden of such contract to the same extent as if it had been novated to the Buyer on Completion.
4. The Buyer will indemnify the Seller for any Losses suffered or incurred by it directly or indirectly in connection with the Seller's obligations under each Business Contract or IT Contract after Completion, provided that the Buyer will not be liable for any obligations:
 - 4.1 which are attributable to the negligence, default, act, event, omission, breach or performance or non-performance of that contract on the part of the Seller, its employees, agents or sub-contractors prior to Completion;
 - 4.2 that arise as a result of any failure to obtain Third Party Consent or from any breach of that contract caused by this Agreement or Completion.

5. The Seller will indemnify the Buyer for any Losses suffered or incurred by it directly or indirectly in connection with:
 - 5.1 the negligence, default, act, event, omission, breach or performance or non-performance of any Business Contract or IT Contract on the part of the Seller, its employees, agents or sub-contractors prior to Completion; or
 - 5.2 from any breach of any Business Contract or IT Contract caused by this Agreement or Completion.
6. If, pending any novation, the arrangements set out in paragraph 3 cannot be made in respect of a particular Business Contract or IT Contract, the Seller will at the written request of the Buyer use all reasonable endeavours to procure that the relevant contract is terminated without liability to the Buyer.

SCHEDULE 8: EMPLOYEES

1. The Seller and the Buyer acknowledge and agree that the TUPE Regulations 2006 or, where context so require Polish Labour Code apply to the sale and purchase of the Business under this Agreement and that on Completion the contracts of employment of the Employees together with all the Seller's rights, powers, duties and obligations under or in connection with such contracts of employment will transfer to the Buyer.
2. If by virtue of the TUPE Regulations 2006 (where applicable) any contract of employment with any person who is not an Employee has effect as if originally made between the Buyer and that person, the Buyer may, within 28 days of becoming aware of the application or probable application of the TUPE Regulations 2006 to that contract of employment, give notice to the person to terminate that contract.
3. The Seller will perform and discharge all obligations, including wages, salaries, accrued holiday pay and any related Taxation, arising out of or in connection with the contracts of employment of the Employees relating to the period on or before Completion.
4. The Buyer will perform and discharge all obligations, including wages, salaries and any related Taxation, arising out of or in connection with the contracts of employment of the Employees relating to the period after Completion.
5. The Buyer will provide the Seller with such information as the Seller may reasonably require in order to comply with any Regulatory Requirement to consult with or inform Employees or any trade union, works council or other employee representatives in relation to the sale and purchase of the Business under this Agreement.
6. The Seller will indemnify the Buyer against any Losses arising from:
 - 6.1 the termination of any contracts of employment pursuant to paragraph 2;
 - 6.2 any failure of the Seller to comply with paragraph 3; and
 - 6.3 a complaint of failure to comply with any requirements of regulations 11, 13 and 14 TUPE Regulations 2006.
7. The Buyer will indemnify the Seller against any Losses arising from:
 - 7.1 any failure of the Buyer to comply with paragraphs 4 or 5; and
 - 7.2 any claim made against the Seller by or on behalf of any Employee arising from such Employee's employment with the Buyer after completion or the termination of such employment.

SCHEDULE 9: COMPLETION STATEMENT

PART 1

1. DEFINITION

The following words, expressions and abbreviations apply in this Schedule 9.

Completion Statement Policies means the specific accounting principles, policies, procedures, practices and estimation techniques set out in paragraph 4 of this Schedule 9.

Draft Completion Statement means a draft of the Completion Statement prepared using the format set out in this Schedule 9.

Independent Accountant means an independent firm of chartered accountants of international standing agreed between the Buyer and the Seller within five Business Days of either party notifying the other of its wish to refer the matters or items in dispute or, failing such agreement, an independent firm of chartered accountants to be nominated on application by either party by the President for the time being of the Institute of Chartered Accountants of England and Wales.

2. PREPARATION OF THE COMPLETION STATEMENT

- 2.1 As soon as practicable, and in any event no later than 45 Business Days after the Completion Date, the Buyer will prepare and deliver to the Seller a Draft Completion Statement, together with all relevant working papers used in order to prepare it (together the **Draft Documents**).
- 2.2 No later than 15 Business Days starting on the first Business Day after the Seller receives the Draft Documents in accordance with paragraph 2.1, the Seller will notify the Buyer in writing (a **Completion Notice**) as to whether or not it agrees with the Draft Documents. In the case of any disagreement, the Completion Notice will set out in reasonable detail each matter or item in dispute and any adjustments which, in the Buyer's opinion, should be made to the Draft Documents to resolve the disputed matters or items. Except for matters or items set out in the Completion Notice, the Buyer will be deemed to have agreed the Completion Statement in full.
- 2.3 If the Seller serves a Completion Notice stating that it agrees with the Draft Documents or fails to serve a valid Completion Notice, the Draft Documents will constitute the Completion Statement for the purpose of this Agreement and will be final and binding on the parties.
- 2.4 If the Seller serves a Completion Notice stating that it does not agree with the Draft Documents, the Buyer and the Seller will use all reasonable endeavours to resolve the disputed matters or items and agree the adjustments required to the Draft Documents within 10 Business Days starting on the first Business Day after the Seller receives the Completion Notice and those Draft Documents (revised as necessary to reflect the parties' agreement) will constitute the Completion Statement for the purpose of this Agreement and will be final and binding on the parties.
- 2.5 If any disputed matters or items set out in the Completion Notice are not resolved and the Draft Documents are not agreed in the period set out in paragraph 2.4, either party may by notice in writing to the other refer the matters or items in dispute to an Independent Accountant for determination in accordance with

paragraph 3. Any such Independent Accountant will determine the adjustments to the Draft Documents only in relation to the disputed matters or items and will apply the Completion Statement Policies.

- 2.6 The Buyer and Seller will co-operate with each other and the Independent Accountant and will comply with the other party's or the Independent Accountant's reasonable requests made in connection with carrying out of their duties or exercising their obligations under this Agreement. Each of the Buyer and the Seller will, subject to reasonable notice, provide the other party, its accountants and the Independent Accountant with access to:

2.6.1 the books, records, working papers and other information within its possession or control which may be required to prepare the Draft Documents and settling any disputed matters or items; and

2.6.2 the persons responsible for preparing the Draft Documents (including, upon request of the other party, question and answer sessions with such persons),

in each case between the hours of 9.00 am to 5.30 pm on a Business Day during the period after Completion up until the agreement of the Completion Statement or the making of the relevant determination by the Independent Accountant.

- 2.7 The Buyer and the Seller will procure that their respective accountants and other advisers and the Independent Accountant will:

2.7.1 keep all information and documents provided to them pursuant to this Schedule 9 confidential; and

2.7.2 not use such information and documents for any purpose, except for disclosure or use in connection with the preparation of the Completion Statement, the proceedings of the Independent Accountant or any other matter arising out of this Agreement or in defending any claim or argument or any alleged claim or argument relating to this Agreement.

- 2.8 When the Completion Statement have been agreed or determined in accordance with this Schedule 9, the amount shown as the Historic Debt and Assumed Liabilities in the Completion Statement will be final and binding on the parties.

3. **INDEPENDENT ACCOUNTANT**

- 3.1 The Buyer and the Seller will agree the terms of engagement with the Independent Accountant as soon as reasonably practicable after the Independent Accountant is nominated and will not withhold or delay their consent to such terms if they are reasonable and consistent with the provisions of this Agreement.

- 3.2 If the terms of engagement with the Independent Accountant have not been settled within five Business Days after the Independent Accountant is nominated, the Buyer and the Seller will jointly appoint the Independent Accountant on the Independent Accountant's standard terms for such appointment.

- 3.3 The Independent Accountant will decide the procedure to be followed in the determination provided that it will act on the following basis:

3.3.1 the procedure of the Independent Accountant will:

- (a) allow the Buyer and the Seller each to prepare and submit a written statement to the Independent Accountant on the disputed matters or items within 10 Business Days of the Independent Accountant's appointment;

- (b) allow the Buyer and the Seller only one opportunity to respond on the other's written statement by written response delivered to the Independent Accountant within 10 Business Days of receipt of the written statement; and
 - (c) require that each party supply the other with a copy of their written statement and response at the same time as they are submitted to the Independent Accountant;
- 3.3.2 the Independent Accountant will be requested to make its determination as soon as reasonably practicable/no later than 30 Business Days after its appointment and will send the Buyer and the Seller a copy of its determination in writing and, unless otherwise agreed by the parties, will include reasons for each relevant determination;
- 3.3.3 the Independent Accountant will act as expert and not as arbitrator and its determination of any matter falling within its jurisdiction will be final and binding on the parties except in the case of manifest error; and
- 3.3.4 the expenses of the Independent Accountant will be borne by the parties in accordance with the Independent Accountant's determination or, if there is no determination, will be borne equally between the parties.

4. **COMPLETION STATEMENT POLICIES**

- 4.1 The Completion Statement will be drawn up in accordance with, in order of precedence:
 - 4.1.1 the accounting principles, policies, procedures, practices and estimation techniques applied in preparing the Seller's audited financial statements for the financial year ended August 2021; and
 - 4.1.2 to the extent not covered by paragraph 4.1.1, in accordance with IFRS as at the Effective Time.
- 4.2 The Completion Statement will be expressed in Euro.
- 4.3 The Completion Statement will not take account of:
 - 4.3.1 any information that only becomes available after the Draft Documents are delivered to the Seller in accordance with paragraph 2.1; or
 - 4.3.2 any matter, event or transaction that occurs or arises after the Effective Time as a result of a voluntary act or omission of the Buyer.

**PART 2: COMPLETION STATEMENT
FORMAT**

Completion Statement

€

Purchase Price

Historic Debts

LESS

Assumed Liabilities

LESS

Transferring Liabilities

LESS

**Transferring Business Assets
(excluding Assumed
Liabilities and Transferring
Liabilities)**

**Amount payable by Buyer as
part settlement of Historic
Debts**

**Amount set-off as part
settlement of Historic Debts**

LESS

PART 3: HISTORIC DEBTS

Currency: €	Aug-23
Amazon Web Services, Inc.	352,518
Boro-Max Enterprise s.c. Andrzej Miazek, Wioletta	59,318
Bird & Bird LLP	40,608
Trade Fair Support Limited	28,443
Sports Video Group LLC	19,905
Hashtag Sports	11,502
Jacob Vernick	11,472
Extended Secure Technologies B.V.	10,800
Dexter House Limited	17,499
Arcadi Misse Castillo	7,827
Borenus Asianajotoimisto Oy	4,388
Hill Audit Oy	4,321
Bright Publishing Ltd.	2,917
Majkowski, Jakub	2,841
Future US LLC	2,484
3S Data Center S.A.	3,532
Future Publishing Limited	1,554
INTRUM OY	1,421
Staff: Jacob Vernick	634
Major Events International Ltd.	1,021
SGT S.A.	1,948
Hansen Forlag AB	899
Ostoja-Swierczynski, Mariusz	799
Jaakko Vayrynen	595
Laura Bryant Design	770
Verallo Advisory LLP	476
Grupa Pracuj sp	303
IABM	225
Allente	168
Collins R. Staff Revolut	-
The Sports Playmaker Ltd.	37
Pawel Jaspinsky	11
Total trade payables (A)	591,235
Accrued Social securities Poland	379,594
Accrued Liability to Tax Office Poland	90,403
Accrued Liability to PPK Poland Pension	15,477
Accrued Liability to Rehab Fund Poland	14,811
Accrued Poland Unused Holidays Day expenses	13,430
Employee costs (MyBenefit)	16,584
Stewardship (payroll bureau):	8,872
Total Payroll tax liability - Poland (B)	539,170
Tax Liability - UK Taxes	86,500
Total Payroll tax liability - UK (C)	86,500
General accruals	22,420

Deferred income	33,270
Total others (D)	55,690
Total liabilities	1,272,596
Note: Above schedule doesn't include below items as per Note#1, which Tellyo has represented that will not have to be discharged. If any of these liabilities arise it will be borne by the seller.	
Note 1	
Currency: €	Aug-23
Provision for UK Employer Contribution	172,500
Accrued Net Salary expenses	42,528
Wage arrears Jakub Majkowski	52,200
Wage arrears Richard Collins	46,970
Total	314,198

SCHEDULE 10: ASSUMED LIABILITIES

Nil

SCHEDULE 11: TRANSFERRING ASSETS AND TRANSFERRING LIABILITIES

Part 1 – Transferring Assets

- Client contracts

MONTHLY ROLLING SAAS

Region	Aged of relationship	End date	Status	Terms	Services	Monthly	Who issued the contract	Contract terms 4.2 Payment terms	8.3 Liability	12.5 Marketing	18 Jurisdiction	SLA	22.5 Novation Included
EMEA	BBL - Bundesliga Basketball	2020 31/08/2023	Ending	30 days	Tellyo Pro 10mb/30fps	€ 2,750.00							No
EMEA	Telewizja Polsat Spółka z ograniczona	2019 31/08/2024	Active	30 days	Tellyo Pro 10mb/30fps	€ 6,900.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Petfre (Gibraltar) Limited - Betfred	2019 31/12/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,750.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Sportsradar	2022 08/05/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,785.00	Tellyo Contract						No
USA - NV	SportsNet NY	2022 31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Variety	04/05/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$2,400.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	Coindeck	2020 31/12/2023	Active	30 days	Tellyo Pro 15mb/30fps	\$3,750.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Asia	International Table Tennis Federation/WTT	2016 04/02/2022	Active	30 days	Tellyo Pro 10mb/30fps	\$5,850.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Australia	Stats Perform	2022 15/05/2024	Active	30 days	Tellyo Pro 15mb/30fps	£10,650.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	The Switch Production Services Account	31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Custom Switch Contract						No
EMEA	MODUSDarts.tv	2022 31/10/2024	Active	30 days	Tellyo Pro 10mb/30fps	£5720 PQ	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
EMEA	Alcos Major events	2 30/08/2023	Completed	60 days	Tellyo Pro 10mb/30fps	€ 84,450.00	Custom ATOS Contract	60 days	Custom	NONE	Spain	Standard	No
USA - NV	NYRA	2023 20/01/2023	19/01/2024 Bulk	30 days	Tellyo Pro1080p 30fps 10Mbps	Per Pad	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No

ADHOC MONTHLY AGREEMENTS - These clients only receive invoices in the months when they use the platform.

Region		End date	Status	Services	Monthly Fee (IF USED PLATFORM)								
SWITCH	Steamboat Video Productions	01/02/2023 00:01	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Drew Estate MIMIC	31/12/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Barstool Sports	30/09/2023	Completed	30 days	TP + TSS 10mb/30fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	ESM Productions - Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Dick Clark Productions LLC. Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Fortress LA	12/01/2024	Active	30 days	TP + TSS 10mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
EMEA	Guld Exports - RIFA	30/09/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract	14 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Production Manager	19/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract	14 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - OR	Uncle Toad's - Nohwen Productions	12/04/2023	Active	30 days	TP 20mb/60fps 1080p	\$500.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Sports Business Journal	23/02/2024	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract	30 Days	(£2,000,000 / £20,000	NONE	laws of England and Wales.	Standard	No
EMEA	GAAGO	31/12/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	X-Games	0102/2023	Active	30 days	TP 10mb/60fps 1080p	\$5,000.00							No
EMEA	Mediaproduction SLU - Spain		Not Active										
EMEA	Mediapro Canada Limited		Not Active										
EMEA	Whisper TV - Production House - Neom 2023	21/10/2023	active		TP 20mb/60fps 1080p	£6,000.00	Contract being negotiated						
EMEA	Sunset & Vine - Production House - Henley Regata	Jul-24	active		TP 10mb/60fps 1080p	£7,360.00	Contract being negotiated						
EMEA	YLE	2023 15/10/2023	Active	30 days	TP + TSS 10mb/60fps 1080p	€ 2,508.00	Contract being negotiated						
USA - NV	Breeders Cup	14/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$3,000.00							

BULK MONTHLY AGREEMENTS

Region	Client Name	period_start	period_end	Signal Information	ReStream hours							
USA - OR	Wager Talks	2022 1st Jan 2023	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	1200	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
EMEA	My Sports Analysis - IPA polo	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	750 (RTSP)	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
EMEA	Ascot Annual	2018 1st Jan	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	290	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
SWITCH	MakeMedia - The Switch	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	0	Extension of the Switch Agreement						No
USA - NV	Shot tracker	2023 01/03/2023	31/07/2023	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Shot tracker	2023 10/10/2023	09/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	Yes
USA - NV	Southeastern Conference	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Prior Approval needed	Laws of New York State	Standard	No
USA - NV	Flo Sports	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	Yes

Expired MONTHLY ROLLING SAAS

Region		End date	Status	Services	Monthly
EMEA	PT Global Media Visual (Supersoccer)	21/01/2022	expired - not renewed	Tellyo Pro 10mb/30fps	€ 5,750.00
USA - NV	Canadian Broadcasting Corporate	04/06/2022	ENDED	Tellyo Pro 10mb/30fps	\$3,750.00

- Employees

	Email	Jul Salary	Partial Payment	Secon payment	22-Aug	29-Aug 2nd September	unpaid	Team	Type of employment	Role	Location	Tellyo Pro	Stream Studio	Talent	Adobe	Critical to Tellyo maintance	Skills	Notice period	Start date	Total Cost	
	mariusz.ostoja@tellyo.com	11,347.47				0.00	11,347.47		100%	CTO	Lódź	Yes	Yes	Yes	No	Maybe - on a purely maintenance basis his development tasks could be assumed by the head of teams and Chief arch	Java, JavaEE, JavaScript, MySQL, DynamoDB, Ffmpeg, Beam	3 months	01/01/2012	28,500.00	
	pawel.pedek@tellyo.com	20,230.21				4,000.00	16,230.21	Backend	100%	Lead Tellyo Pro, Lead Backend	Lódź	Yes	No	Yes	No	Critical - he is business logic backend architect and leads Tellyo Pro team.	Java, JavaEE, JavaScript, MySQL, DynamoDB	3 months	01/02/2012	33,132.00	
	jan.piekak@tellyo.com	17,313.78				4,000.00	13,313.78	Backend Video	100%	Lead Video Backend	Lódź	Yes	Yes	No	No	Critical - he is architect and developer of video backend services. He develops video engine for Tellyo Pro and Stream Studio, JavaEE, JavaScript, MySQL, Ffmpeg, Beam	3 months	23/09/2014	29,156.16		
	teodor.wlodnicki@tellyo.com	5,075.58			2,500.00		2,575.58	Backend Video	100%	Software Developer	Lódź	Yes	Yes	No	No	Maybe - he is developed TRX service for Pro recordings and he is main and only developer of video correction mod C++ Flipping, deassembler, avimotion, libav	3 months	01/02/2017	7,953.68		
	kamil.kosinski@tellyo.com	8,824.39	2,500.00		1,500.00		4,824.39	Mobile/Backend	100%	Software Developer	Gdańsk	Yes	No	Yes	No	Critical - he is only one mobile developer for Talent iOS and Android apps, he also supports Pawel in business logic i Android, iOS stacks, Java, JavaEE, MySQL	3 months	01/08/2017	14,578.08		
	matheus.salati@tellyo.com	8,661.39			2,500.00		6,161.39	Backend Video	100%	Software Developer	Lódź	No	Yes	No	No	Critical - he is responsible for all audio parts in Stream Studio backend development and also Gateway API for Stud C++ Java, JavaScript, Andour, JACK	3 months	21/10/2019	14,578.08		
	krzysztof.ouch@tellyo.com	8,407.25			2,500.00		5,907.25	Backend Video	100%	Software Developer	Lódź	No	Yes	No	No	No - he is responsible for Playpays, Loopdeck plugin and overall Stream Studio backend bugs fixing, but his role can C++ CR, JavaScript, Python	1 month	01/10/2020	13,855.20		
	matheus.starak@tellyo.com	9,996.44			2,500.00		4,496.44	Backend Video	80%	Lead Studio Engineer, Architect of Streamdock	Lódź	No	Yes	No	No	Maybe - he is first architect of video engine for Pro, later architect of Stream Studio and currently lead Stream Studio Very strong video engineering skills and live video production	3 months	15/06/2014	17,632.23		
						0.00															
	piotr.regielski@tellyo.com	16,809.69				4,000.00	12,809.69	Frontend	100%	Lead Frontend	Lódź	Yes	Yes	No	Yes	Critical - he has all frontend stack skills, he is frontend apps architect and knows all Tellyo frontend apps.	Angular.js, React, Sass, TypeScript, JavaScript, Redux, Webp	3 months	01/02/2018	27,830.88	
	krzysztof.krych@tellyo.com	356.92			356.92		0.00	Frontend	20%	Software Developer	Remote	Yes	No	Yes	No	No - his role of frontend dev of itica can be takeover by any Angular.js dev.	Contractor with Angular.js skills to support Guests frontend	3 months	04/07/2018	1,439.96	
	krzysztof.kosiut@tellyo.com	9,781.64			2,500.00		7,281.64	Frontend	100%	Software Developer	Lódź	Yes	Yes	No	No	No - he was developing Stream Studio, some time ago switched to Pro team, he is only one developing skin for tellyo	Angular.js, React, Sass, TypeScript, JavaScript, Redux, Webp	3 months	01/09/2017	15,758.79	
	bartosz.wojcik@tellyo.com	8,989.44			2,500.00		6,489.44	Frontend	100%	Software Developer	Lódź	Yes	No	No	No	No - he develops frontend for Pro, but can be taken over by any other React developers.	React, Sass, TypeScript, JavaScript, Redux, Webpack, Grunt	3 months	01/06/2020	13,855.20	
	karolina.hudziec@tellyo.com	4,550.46			2,500.00		2,050.46	Frontend	100%	Software Developer	Kraków	No	Yes	No	No	No - she develops frontend for Stream Studio, but can be taken over by any Angular.js and React developers.	Angular.js, React, Sass, TypeScript, JavaScript, Redux, Webp	1 month	27/09/2021	14,457.60	
	pawel.jasinski@tellyo.com	7,080.00	2,500.00		1,500.00		3,080.00	Frontend	100%	Software Developer	Lódź	Yes	Yes	No	Yes	Maybe - his is the only one developing Studio Controller frontend part, although Piotr probably can take it over. His	React, Sass, TypeScript, JavaScript, Redux, Webpack, Grunt	1 month	10/01/2022	8,050.00	
	yevheni.ivanov@tellyo.com	5,434.25	2,500.00	2,934.45	0.00		0.00	Frontend	100%	Junior Software Developer	Kyiv/Ukraine	Yes	Yes	No	No	No - he develops parts of Stream Studio frontend in React.	React, Sass, TypeScript, JavaScript, Redux, Webpack, Grunt	1 month	05/04/2022	6,614.33	
						0.00															
	ewa.zaorka@tellyo.com	8,887.84				8,887.84	0.00	0.00	Test	100%	Lead QA	Lódź	Yes	Yes	Yes	Yes	Critical - she leads QA team and has in depth knowledge about each Tellyo products from functional point of view i Leadership skills, highly organized, manual testing, ira report	3 months	01/02/2018	15,240.73	
	matheus.moryla@tellyo.com	6,415.20			2,500.00		3,915.20	0.00	Test	100%	Automate/Manual Test Engineer	Remote	Yes	Yes	Yes	Yes	No - he is half test automation developer for Pro and half manual tester of Pro, he also supports Stream Studio test Cypress test automation framework, JavaScript, manual test	3 months	24/08/2019	11,084.16	
	radoslaw.banaszek@tellyo.com	5,858.27	2,500.00		3,358.27		0.00	Test	100%	Automate/Manual Test Engineer	Lódź	Yes	Yes	Yes	Yes	Maybe - he is half test automation developer for Studio and half manual tester of Studio, but he also supports Pro i Cypress test automation framework, JavaScript, manual test	3 months	01/09/2020	12,650.40		
	agata.tkacz@tellyo.com	5,788.66	2,500.00		3,288.66		0.00	Test	100%	Manual Test Engineer	Lódź	Yes	No	No	Yes	No - her role is mainly for Pro manual testing.	Manual testing, ira reporting	1 month	04/07/2022	8,602.27	
	dawid.corbikowski@tellyo.com	4,000.00			0.00		4,000.00	Test	100%	Junior Manual Test Engineer	Lódź	No	Yes	No	Yes	No - his role is mainly for Stream Studio testing, but he is highly skilled Junior Test Engineer.	Manual testing, ira reporting	1 month	04/07/2022	4,000.00	
						0.00															
	jerry.winiewski@tellyo.com	11,725.37				4,000.00	7,725.37	Sys Admin	100%	Lead System Admin and Devops	Lódź	Yes	Yes	Yes	Yes	Critical - he is the only one who knows every aspect on Tellyo infrastructure.	AWS, Azure, Docker, Linux, Bash, Python, Graylog, Zabbix, S3	3 months	01/06/2019	20,782.81	
	kamil.wojcik@tellyo.com					0.00	0.00	Sys Admin	100%	Junior System Admin	Lódź	Yes	Yes	Yes	Yes	Maybe - he is just joining in exchange of Fabian, who left end of July, but i cannot see that only Jerry can monitor all Linux, Bash, Python	2 weeks	01/09/2023	10,943.20		
	patryk.jaworski@tellyo.com	1,365.00			1,365.00		0.00	Sys Admin	100%	System Admin	Remote	Yes	Yes	Yes	Yes	Maybe - contractor to support admin team for on call duty shifts. He takes 2 weeks/month on call outside office he AWS, Docker, Linux, Bash, Python, Graylog, Zabbix, Salt	3 months	01/04/2020	1,770.45		
						0.00															
						0.00															
	oleja.gesteira@tellyo.com	16,965.08			2,500.00		4,000.00	10,465.08	Support	100%	Head of Support and Customer Success	Lódź	Yes	Yes	Yes	Yes	NO - Jakub could take the communications with clients but no possibility for 24/7 support	Customer success and Support head, managing the team, w on maternity until	01/02/2022	19,879.20	
	tybaia.burli@tellyo.com	8,863.49			2,500.00	2,500.00	3,863.49	0.00	Support	100%	Customer Success and Support Lead	Lódź	No	Yes	No	No	NO - Jakub could take the communications with clients but no possibility for 24/7 support	Customer success lead, support team management, client i 2 weeks (trial ends	01/06/2023		
	grzegorz.kobus@tellyo.com	6,779.39			2,500.00		4,279.39	0.00	Support	100%	Technical Lead of Support	Lódź	Yes	No	Yes	Yes	Maybe - Jakub could take the communications with clients but no possibility for 24/7 support	technical support team lead, managing technical aspects of	3 months	27/08/2018	11,445.60
	cem.altan@tellyo.com	6,045.42	2,500.00		1,500.00		2,045.42	0.00	Support	100%	Senior Technical Support	Warszawa	Yes	Yes	Yes	Yes	NO - Jakub could take the communications with clients but no possibility for 24/7 support	client support shift worker, trainings, demos, organisation a	3 months	01/08/2019	8,216.73
	matheus.sringala@tellyo.com	4,824.25	2,500.00		2,324.25		0.00	Support	100%	Technical Support Specialist	Lódź	Yes	Yes	Yes	Yes	NO - Jakub could take the communications with clients but no possibility for 24/7 support	client support shift worker, trainings, demos, organisation a	3 months	17/08/2020	6,289.05	
	lukasz.pawlak@tellyo.com	4,362.19			0.00	0.00	0.00	Support	100%	Technical Support Specialist	Lódź	Yes	Yes	Yes	Yes	NO - Jakub could take the communications with clients but no possibility for 24/7 support	client support shift worker, trainings, demos, organisation a	1 month	18/04/2021	6,289.05	
	marta.szymanski@tellyo.com	4,703.71	2,500.00		2,203.71		0.00	Support	100%	Technical Support Specialist	Lódź	Yes	Yes	Yes	Yes	NO - Jakub could take the communications with clients but no possibility for 24/7 support	client support shift worker, trainings, demos, organisation a	1 month	05/04/2022	6,289.05	
	slawomir.tomczak@tellyo.com	3,772.28	2,500.00		1,272.28		0.00	Support	100%	Technical Support Specialist	Lódź	Yes	Yes	Yes	Yes	NO - Jakub could take the communications with clients but no possibility for 24/7 support	client support shift worker, trainings, demos, organisation a	1 month (fixed term	01/12/2022	5,421.60	
	maciej.deginski@tellyo.com	3,997.36	2,500.00		1,497.36		0.00	Support	100%	Technical Support Specialist	Lódź	Yes	Yes	Yes	Yes	NO - Jakub could take the communications with clients but no possibility for 24/7 support	client support shift worker, trainings, demos, organisation a	1 month	01/12/2022	5,421.60	
						0.00															
	wojciech.skrzypak@tellyo.com	10,772.67			0.00		4,000.00	6,772.67	Design	100%	Lead UI/UX Designer	Lódź	Yes	Yes	No	Yes	NO - as no new developments requires new designs would be needed, any updates would rely on current UI/UX gui Head of UI/UX team, managing the team, creates mockups i	3 months	25/06/2015	18,031.77	
	justyna.nowak@tellyo.com	5,512.45	2,500.00		1,012.45		0.00	Design	100%	Junior UI/UX Designer	Gdynia	Yes	No	No	No	NO - as no new developments requireign new designs would be needed, any updates would rely on current UI/UX creates mockups and designs for new features, Photoshop, .1 month (trial ends		01/05/2022	8,614.33		
		55,040.09			55,040.09		80,475.65	86,360.71													
		21629.28096			11965.23696		17494.70652	18774.06739													
Type of employee by system need																					
CRITICAL																					
Core																					
Support																					
Desirable																					
Redundancy of Desirables																					

- Intellectual property and code
Please refer to Part 2 of Schedule 5 *Intellectual Property*
- Trademarks
Please refer to Part 1 of Schedule 5 *Intellectual Property*
- Domains
Please refer to Part 3 of Schedule 6 *Information Technology*
- IT assets
Please refer to Parts 1 and 2 of Schedule 6 *Information Technology*
- Books and records.
- Prepaid licences and purchases.

Part 2 – Transferring Liabilities

None.

SIGNATORIES

SIGNED by
AMAGI MEDIA UK PRIVATE LIMITED

) DocuSigned by:
) S Baskar
) ED1B2C53A434499.....
) director

SIGNED by
TELLYO OY

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) person authorised

SIGNED by
EXTENDED SECURE TECHNOLOGIES (EXSET) BV

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) person authorised

SIGNATORIES

SIGNED by
AMAGI MEDIA UK PRIVATE LIMITED

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director

SIGNED by
TELLYO OY

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person authorised

DocuSigned by:
Richard Collins
G8BEEDA702854CF.....

SIGNED by
EXTENDED SECURE TECHNOLOGIES (EXSET) BV

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person authorised

DocuSigned by:
Andrew Spriggs
662ACA658FD34EB.....

APPENDIX 1: ESTIMATED COMPLETION STATEMENT

Completion Statement

	€
Purchase Price	1,765,000
Historic Debts	-1,272,596
Assumed Liabilities	0
Transferring Liabilities	0
Transferring Business Assets (excluding Assumed Liabilities and Transferring Liabilities)	492,404
Amount payable by Buyer as part settlement of Historic Debts	1,204,533
Amount set-off as part settlement of Historic Debts	-68,063

Particulars (Amount in Euros)	
Total consideration	1,765,000
(-)/(+)Advances for September	-115,000
(-) advances already paid	-82,000
Consideration less advances	1,568,000
(-) Completion Debt Amounts	-1,272,596
(-) Aug salaries settled out of 31 August AR	-66,502
(-) Other Pre 31 August OpEx paid out of 31 August AR part b	-6,862
(-) Other Pre 31 August OpEx paid out of 31 August AR part a	-4,400
	217,640
(+) AR (total balance as of 31 Aug)	110,879
(+) Cash at 31 August	34,949
Available for immediate TERN Debt offset (to 1st close & to be updated to next close for truing up)	363,468

APPENDIX 2: DETAIL OF CONTRACTS BY REVENUE

MONTHLY ROLLING SAAS

Region	Aged of relationship	End date	Status	Terms	Services	Monthly	Who issued the contract	Contract terms 4.2 Payment terms	8.3 Liability	12.5 Marketing	18 Jurisdiction	SLA	22.5 Novation Included
EMEA	BBL - Bundesliga Basketball	2020 31/08/2023	Ending	30 days	Tellyo Pro 10mb/30fps	€ 2,750.00							No
EMEA	Telewizja Polsat Spółka z ograniczona	2019 31/08/2024	Active	30 days	Tellyo Pro 10mb/30fps	€ 6,900.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Petfre (Gibraltar) Limited - Betfred	2019 31/12/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,750.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Limited / Approval needed	laws of England and Wales.	Standard	No
EMEA	Sportsradar	2022 08/05/2023	Active	30 days	Tellyo Pro 10mb/30fps	€ 1,785.00	Tellyo Contract						No
USA - NV	SportsNet NY	2022 31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Variety	04/05/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$2,400.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	Coindeck	2020 31/12/2023	Active	30 days	Tellyo Pro 15mb/30fps	\$3,750.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Asia	International Table Tennis Federation/WTT	2016 04/02/2022	Active	30 days	Tellyo Pro 10mb/30fps	\$5,850.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
Australia	Stats Perform	2022 15/05/2024	Active	30 days	Tellyo Pro 15mb/30fps	£10,650.00	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	The Switch Production Services Account	31/12/2023	Active	30 days	Tellyo Pro 10mb/60fps	\$4,200.00	Custom Switch Contract						No
EMEA	MODUSDarts.tv	2022 31/10/2024	Active	30 days	Tellyo Pro 10mb/30fps	£5720 PQ	Tellyo Contract	30 days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
EMEA	Altos Major events	2 30/09/2023	Completed	60 days	Tellyo Pro 10mb/30fps	€ 84,450.00	Custom ATOS Contract	60 days	Custom	NONE	Spain	Standard	No
USA - NV	NYRA	2023 20/01/2023	19/01/2024 Bulk	30 days	Tellyo Pro1080p 30fps 10Mbps	Per Pad	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No

ADHOC MONTHLY AGREEMENTS - These clients only receive invoices in the months when they use the platform.

Region		End date	Status	Services	Monthly Fee (IF USED PLATFORM)								
SWITCH	Steamboat Video Productions	01/02/2023 00:01	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Drew Estate MIMIC	31/12/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Barstool Sports	30/09/2023	Completed	30 days	TP + TSS 10mb/30fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	ESM Productions - Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Dick Clark Productions LLC. Switch	30/10/2023	Active	30 days	TP + TSS 20mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
SWITCH	Fortress LA	12/01/2024	Active	30 days	TP + TSS 10mb/60fps 1080p	\$750.00	Extension of the Switch Agreement						No
EMEA	Guld Exports - RIFA	30/09/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract	14 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Production Manager	19/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract	14 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - OR	Uncle Toad's - Nohwen Productions	12/04/2023	Active	30 days	TP 20mb/60fps 1080p	\$500.00	Tellyo Contract	45 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Sports Business Journal	23/02/2024	Active	30 days	TP 10mb/60fps 1080p	\$500.00	Tellyo Contract	30 Days	(£2,000,000 / £20,000	NONE	laws of England and Wales.	Standard	No
EMEA	GAAGO	31/12/2023	Active	30 days	TP 10mb/60fps 1080p	£500.00	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	No
USA - NV	X-Games	0102/2023	Active	30 days	TP 10mb/60fps 1080p	\$5,000.00							No
EMEA	Mediaproduction SLU - Spain		Not Active										
EMEA	Mediapro Canada Limited		Not Active										
EMEA	Whisper TV - Production House - Neom 2023	21/10/2023	active		TP 20mb/60fps 1080p	£6,000.00	Contract being negotiated						
EMEA	Sunset & Vine - Production House - Henley Regata	Jul-24	active		TP 10mb/60fps 1080p	£7,360.00	Contract being negotiated						
EMEA	YLE	2023 15/10/2023	Active	30 days	TP + TSS 10mb/60fps 1080p	€ 2,508.00	Contract being negotiated						
USA - NV	Breeders Cup	14/09/2023	Active	30 days	TP 10mb/60fps 1080p	\$3,000.00							

BULK MONTHLY AGREEMENTS

Region	Client Name	period_start	period_end	Signal Information	ReStream hours							
USA - OR	Wager Talks	2022 1st Dec 2023	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	1200	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
EMEA	My Sports Analysis - IPA polo	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	750 (RTSP)	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
EMEA	Ascot Annual	2018 1st Jan	31st Dec 2023	're paid - Bulk upfront1080p 30fps 10Mbps	290	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
SWITCH	MakeMedia - The Switch	2022 1st Feb	31st Jan 2024	're paid - Bulk upfront1080p 60fps 10Mbps	0	Extension of the Switch Agreement						No
USA - NV	Shot tracker	2023 01/03/2023	31/07/2023	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Standard terms	laws of England and Wales.	Standard	No
USA - NV	Shot tracker	2023 10/10/2023	09/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	Yes
USA - NV	Southeastern Conference	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	Upfront	(£2,000,000 / £20,000	Prior Approval needed	Laws of New York State	Standard	No
USA - NV	Flo Sports	2023 12/10/2023	11/10/2024	're paid - Bulk upfront1080p 60fps 10Mbps	200	Tellyo Contract	30 Days	(£2,000,000 / £20,000	Prior Approval needed	laws of England and Wales.	Standard	Yes

Expired MONTHLY ROLLING SAAS

Region		End date	Status	Services	Monthly
EMEA	PT Global Media Visual (Supersoccer)	21/01/2022	expired - not renewed	Tellyo Pro 10mb/30fps	€ 5,750.00
USA - NV	Canadian Broadcasting Corporate	04/06/2022	ENDED	Tellyo Pro 10mb/30fps	\$3,750.00

APPENDIX 3: FINANCIAL EXHIBITS

Profit and loss statement

Currency: \$ 000	CY21	CY22	7m23	8m23	9m23
Revenue	1,255	1,140	726	798	871
COGS	(230)	(365)	(264)	(293)	(328)
Gross margin	1,024	775	462	505	544
Employee Costs	(869)	(847)	(748)	(767)	(948)
Tech & IT Costs	(273)	(272)	(171)	(193)	(217)
PR & Marketing	(77)	(101)	(139)	(140)	(140)
Office & Facilities Costs	(91)	(115)	(69)	(69)	(69)
Legal & Stewardship Costs	(116)	(93)	(54)	(74)	(74)
Travel & Related Expenses	(13)	(62)	(41)	(41)	(44)
Reported EBITDA	(414)	(714)	(760)	(778)	(948)
Adjustments					
Less: Switch one time income	(291)	(73)	-	-	-
Add: under accrual of expenses	-	-	(6)	(159)	(138)
Adjusted EBITDA including capitalisation	(704)	(787)	(766)	(937)	(1,087)
Add: Reversal of capitalised employee costs	(634)	(794)	(485)	(485)	(485)
Adjusted EBITDA excluding capitalisation	(1,339)	(1,581)	(1,251)	(1,422)	(1,572)

Balance Sheet

Currency: \$ 000	Dec21	Dec22	Jul23	Aug23	Sep23
Net Intangible assets	1,300	1,379	1,561	1,531	1,502
Net Property plant and equipment	26	30	23	22	21
PPE/ Intangible assets	1,326	1,410	1,584	1,553	1,523
Trade receivables	144	157	120	115	137
Loans and advances	13	19	2	1	0
Tax assets	17	41	86	97	108
Other assets	7	1	100	100	100
Trade payables	(170)	(271)	(541)	(627)	(681)
Other liabilities	(648)	(726)	(1,198)	(1,164)	(1,194)
Reported working capital	(636)	(779)	(1,431)	(1,478)	(1,529)
Cash and cash equivalents	105	21	5	39	16
Borrowings	(3,598)	(5,045)	(5,744)	(5,760)	(5,872)
Net debt	(3,493)	(5,024)	(5,738)	(5,721)	(5,855)
Net assets	(2,802)	(4,393)	(5,585)	(5,646)	(5,862)
Share capital	3	3	3	3	3
Reserves and surplus	(2,805)	(4,396)	(5,588)	(5,649)	(5,864)
Net worth	(2,802)	(4,393)	(5,585)	(5,646)	(5,862)

Monthly Cash inflow and outflow summary | Basis Bank statement

Currency: \$ 000	7m23	8m23	9m23	LTM23*
Customer collections	777	846	926	1,199
Revenue receipt	777	846	926	1,199
Payments for expenses				
Salary	(812)	(845)	(1,033)	(1,444)
Salary - Poland	(401)	(424)	(516)	(756)
Salary - UK	(159)	(164)	(202)	(286)
Salary - Others	(89)	(90)	(109)	(145)
Salary - Finland	(62)	(62)	(80)	(108)
Salary - US	(62)	(64)	(77)	(98)
Salary - Europe	(39)	(41)	(50)	(50)
Other expenses	(531)	(534)	(541)	(836)
Expenses - COGS & Tech & IT costs	(318)	(320)	(326)	(545)
Expenses - Marketing	(57)	(57)	(57)	(63)
Expenses - Professional fees	(12)	(12)	(12)	(18)
Expenses - Expenses reimbursements	(88)	(88)	(88)	(88)
Expenses - Others	(56)	(56)	(56)	(119)
Expenses - Bank fees	(1)	(1)	(1)	(1)
Cash burn - basis bank statement	(566)	(533)	(648)	(1,081)
Accruals basis run rate		(480)	(603)	(750)
Employer contribution - accruals on net pay	(203)	(211)	(258)	(361)
Employee contribution - accruals on net pay	(81)	(85)	(103)	(144)
Expenses - COGS & Tech & IT costs	(117)	(176)	(232)	(232)
Expenses - Professional fees	(7)	(8)	(9)	(12)
Net Cash burn	(975)	(1,013)	(1,251)	(1,830)

MoM												
Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
37	91	57	125	120	124	130	60	94	80	169	70	79
37	91	57	125	120	124	130	60	94	80	169	70	79
(118)	(179)	(125)	(107)	(106)	(113)	(120)	(126)	(83)	(118)	(145)	(33)	(188)
(60)	(136)	(50)	(54)	(52)	(58)	(60)	(59)	(53)	(58)	(62)	(22)	(92)
(36)	(21)	(37)	(26)	(22)	(22)	(22)	(26)	(5)	(22)	(39)	(5)	(38)
(7)	(6)	(20)	(11)	(12)	(12)	(15)	(12)	(12)	(13)	(13)	(1)	(18)
(9)	(9)	(11)	(9)	(9)	(9)	(9)	(9)	-	(9)	(18)	-	(18)
(6)	(6)	(7)	(8)	(6)	(6)	(8)	(15)	(8)	(11)	(8)	(3)	(13)
-	-	-	-	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(2)	(9)
(112)	(64)	(96)	(134)	(55)	(106)	(155)	(38)	(94)	(72)	(11)	(3)	(7)
(96)	(39)	(65)	(114)	(42)	(66)	(71)	(3)	(69)	(62)	(4)	(3)	(6)
(4)	(6)	(0)	(0)	(0)	(13)	(27)	(15)	(1)	(1)	(0)	-	-
(0)	-	(6)	-	(2)	-	(9)	(0)	(0)	-	-	-	-
-	-	-	-	(5)	(22)	(12)	(15)	(20)	(6)	(7)	-	(1)
(12)	(19)	(24)	(20)	(6)	(5)	(35)	(3)	(4)	(3)	(0)	(0)	-
(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
(193)	(152)	(164)	(117)	(41)	(96)	(145)	(104)	(83)	(109)	12	34	(115)
(42)	(64)	(45)	(38)	(38)	(41)	(43)	(104)	(30)	(42)	(110)	(72)	(122)
(30)	(45)	(31)	(27)	(27)	(28)	(30)	(32)	(21)	(29)	(36)	(8)	(47)
(12)	(18)	(13)	(11)	(11)	(11)	(12)	(13)	(8)	(12)	(15)	(3)	(19)
-	-	-	-	-	-	-	(59)	-	-	(58)	(60)	(56)
(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
(235)	(215)	(209)	(155)	(80)	(136)	(188)	(208)	(114)	(151)	(98)	(38)	(238)