

This Entertainment Data Solutions Customer Agreement ("Agreement") governs your use of the Data Solution as defined below and is an agreement between Fabric Origin, Inc. ("Company") and you or the entity you represent ("Affiliate"). This Agreement takes effect when you access the Data Solution. You represent that you have the legal authority to bind the entity you represent or to otherwise enter into this agreement.

## (A) DEFINITIONS

**"Affiliate Proprietary Video"** means video supplied by Affiliate for its sole use. Company provides access to Media Manager which will enable Affiliate to upload and delete Affiliate video to and from the Company servers. Company will encode, transcode, upload, host and make available the Affiliate video to Affiliate within one business day from the time such material is uploaded. Company will provide access to online usage reports for both Company and Affiliate data and video.

**"API"** is an application program interface. The Company provides a set of APIs to access and manage the Data Solution and enable the Affiliate to link to, download, update and match Company data, images and video.

**"API Calls"** are requests made to Company API endpoints in order to request data, images and/or video. Company will provide an access key ("Key") to Affiliate which shall be subject to query rate limits of 5 requests per second. Each individual Data Solution comes with 5 requests per second.

**"Authorized Sites"** are the only sites and/or applications where Affiliate may offer the Data Solution.

**"Authorized Video Usage Method"** is the only way Affiliate is permitted to access and deliver Company video content contained in the Data Solution. The two methods are linking to Company CDN for delivery to end users and self-hosting for delivery to end users via Affiliate platform.

**"Credentials"** are usernames, passwords and other identification protocols provided by Company to enable and control access to the Data Solution. Company will provide a unique token to Affiliate which will allow Affiliate to access direct links to the video for on demand playback over internet protocol to Users.

**"Custom Development"** Affiliate may order programming and customization work to utilize the Data Solution.

**"Data Solution"** includes Company's IDs, promotional information data (such as title, actors and release date) and videos provided via the Company's systems, tools and network access for the solutions described in the Private Pricing Addendum.

**"Documentation"** Company will provide instructions to enable Affiliate to link to Company video via Company's API. These instructions may be found at <https://developer.iva-api.com/> . Company reserves the right to modify these instructions as needed.

**"Images"** include screen grab images from the promotional video content or images marked as "official" in the API and are considered part of the Data Solution. Other, third party promotional images are provided as a courtesy.

**"Matching Tables"** are a collection of tables of Company's IDs matched to third party providers.

**"Promotional / Informational Use"** is the use of an item of Company's promotional descriptive information, promotional images and promotional videos in relation to the underlying recorded program(s) for which it is provided.

**"Third Party Images", "Third Party Data," "Third Party Services"** are provided per the terms and conditions of their respective owners and only made accessible by Company.

**"Users"** are any consumers who visit or subscribe to Affiliate's Authorized Sites or service.

**"Image and Video Usage Fee"** is for the actual utilization of images and videos and is measured by the number of gigabytes (GB's) transferred by Company. Video usage is available in Video Analytics API.

## (B) RIGHTS, RESTRICTIONS, AND ACKNOWLEDGMENTS

1. Company owns or controls all necessary rights to the Data Solution and subject to the terms of this Agreement, grants Affiliate the limited, non-sublicensable, non-exclusive worldwide right to use The Data Solution and to offer for personal display all or part of the Data Solution defined in the Private Pricing Addendum.
2. Affiliate will make The Data Solution available to the public via only: Authorized Sites.
3. Affiliate may only access The Data Solution per the instructions and using the Affiliate Credentials provided by Company.
4. Affiliate will only display video marked as explicit ("yes") in data field that is part of the Company database behind an (18+) age-gate.
5. Affiliate will only display video advertising (pre-roll and mid-roll) before video where advertising is allowed ("yes") in data field that is part of the Company database.
6. Affiliate will not include video in any sites that contain adult (X-rated) material or promote illegal activities. Company, reserves the right to remove The Data Solution from any site(s) that violates the restrictions of this agreement at any time.
7. Affiliate may not alter or edit the Company provided video in any material way. For the purpose of clarity, re-encoding for self-hosting and delivery is not altering the video.
8. Affiliate may not sublicense or resell The Data Solution in any media.
9. Affiliate will include attribution where the Company data or video appears in a manner sufficient to enable video providers to identify Company as the source of the data or video.
10. Affiliate acknowledges that The Data Solution made available to Affiliate and the public for Promotional / Informational use and are cleared for that use only.

11. Affiliate acknowledges that between the Parties the data, images, video, APIs, Matching Tables, Media Manager and Credentials are the property of Company and that the underlying copyrighted materials are the property of its respective owner(s) and agrees to exercise good faith efforts to protect Company's ownership and the various copyrights in the Data Solution.
12. Affiliate acknowledges that the use of Third Party Data, Third Party Images and Third Party Services accessible via Company APIs or Matching Tables is governed by the terms and conditions and warranties of each provider.
13. Affiliate Proprietary Video must not include unmonitored User uploads. Affiliate Proprietary Video must be limited to no more than ten minutes per file.

## (C) SERVICE LEVEL

Company endeavors to provide access to the Data Solution for a minimum of 99.5% of each month. Company uses third party monitoring service and makes results available at:

<http://status.internetvideoarchive.com/>

If monitoring service shows that service level is below 99.5%, Company will deduct, upon Affiliate's request prior to the 15th of the following month, 1% of monthly access fee for each 1% below 99.5%.

## (D) PAYMENT TERMS

1. Company may charge and Affiliate will pay applicable US state or local sales or use taxes or value added taxes that Company is legally obligated to charge ("Taxes"), provided that Company's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Affiliate may provide Company with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Company will not charge and or collect the Taxes covered by such certificate. Throughout the term of this Agreement, Company will provide Affiliate with any forms, documents, or certifications as may be required for Affiliate to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement
2. Affiliate may choose to pay by Credit Card or to be invoiced. Invoiced payments require advance payment of first and last month Access Fee with execution of this Agreement.
3. Company will charge credit card or invoice Affiliate monthly. Billing will commence on the Addendum Effective Date.
4. Invoiced payment is due within thirty days of invoice date. Affiliate will pay an electronic transaction fee of \$25.00 per payment made via electronic banking method ("EBM") should it choose to use EBM.
5. Affiliate will pay a late fee of 5% per month on the unpaid portion of any invoice(s). Company may suspend service – when any payment is over thirty days late and after Company provides written notice to Affiliate of its intent to suspend service in

one week. In the event that service is suspended, Affiliate will pay all back due amounts, late fees and a reactivation fee of \$250.00 prior to reactivation of service. Should it become necessary to institute collection proceedings, Affiliate will also pay all collection costs, including Attorney's fees, incurred by Company.

## (E) EFFECT OF TERMINATION

At the end of the Term, as defined in Addendum, Affiliate will remove all links to and caches of all elements of the Data Solution from its servers and web site. At the end of the Term, Company will remove all Affiliate data and video from its servers.

## (F) WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION

1. Company represents and warrants that, (a) When used according to the terms of this Agreement, the Data Solution does not infringe the Intellectual Property Rights of any third party, does not violate any person's right of publicity, privacy or personality and does not contain any material or information that is obscene, defamatory, libelous or slanderous; (b) Company will remove any data, images and video immediately if it becomes aware of any such claims, suits, actions, or charges; (c) Company will obtain, maintain in good standing and comply with necessary and applicable licenses and permissions needed to provide data and video and will keep Affiliate timely apprised of the status and nature of all license arrangements by Company which contain restrictions with which Affiliate must comply; (d) Company will indemnify, defend and hold harmless Affiliate, its affiliates and their employees, representatives, and agents against any judgments, awards or settlements based on or arising from a claim that the Data Solution violates the warranties above, provided that Affiliate must provide Company with immediate written notice (e-mail shall suffice) of any such complaint or claim (including any back-up documentation, claim notification and/or summary of any claim to which Affiliate becomes aware), and permits Company to assume and control the response to, settlement of and/or defense of such action, with counsel mutually chosen by Company and Affiliate. Under no circumstances will Company be liable for indirect, incidental, consequential, special or exemplary damages arising from performance or failure to perform this agreement. Company and Affiliate disclaim any and all express and implied warranties other than those set forth herein. In the case of any dispute between Affiliate and Company, Affiliate's claim(s) shall be limited to money damages, with a maximum amount of damages being limited to the total amount of payments previously made by Affiliate to Company, and that the Affiliate shall not be entitled to see equitable relief.
2. Affiliate represents and warrants that Affiliate data and video submitted by it for management and delivery by the Company: does not infringe on the Intellectual Property Rights of any third party, does not violate any person's right of publicity,

privacy or personality and does not contain any material or information that is obscene, defamatory, libelous or slanderous. Affiliate will indemnify, defend and hold harmless Company, its service providers, promotional data providers, employees, representatives, and agents against any judgments, awards or settlements based on or arising from a claim that Affiliate data or video violates the warranties above. Affiliate shall be responsible for its own data protection and required data protections warnings and disclaimers to its customers; maintaining confidential, current and secure database(s), and obtaining cyber liability insurance coverage in connection therewith, at Affiliate's sole expense.

## (G) CONFIDENTIAL INFORMATION

The Parties acknowledge that this Agreement, addendums and information obtained by each of them as to the business of the other, contains confidential and proprietary information of Company and Affiliate. Accordingly, the Parties agree for a period of three years from receipt not to disclose the terms of this Agreement, or other confidential information obtained by virtue of this Agreement to any other party without the prior written consent of the other. Each of the Parties agrees to take such steps necessary to secure and protect such confidential and proprietary information of the other and to take precautions by agreement or instruction to all employees, consultants or other persons who are to have access to such confidential information or proprietary information. The obligations set forth in this section shall survive the termination of this Agreement. Confidential Information shall not include information that (i) is public knowledge at the time of disclosure, (ii) was known by the receiving Party before disclosure by the disclosing Party, or becomes public knowledge or otherwise known to the receiving Party after such disclosure, other than by breach of the confidentiality obligations of this Agreement, (iii) is independently developed by the receiving Party by persons without access to Confidential Information of the disclosing Party, or (iv) is required to be disclosed by law or applicable legal process, provided that the receiving Party has first given the disclosing Party reasonable written notice of such requirement and fully cooperates with the disclosing Party in seeking confidential treatment for any such disclosure. *For the purpose of clarity, Company will notify copyrighted content suppliers of Affiliate's use of their material via the Data Solution.*

## (H) GENERAL

1. Assignment This agreement will bind and insure to the benefit of each Party's permitted successors and assigns, provided that any such assignee expressly assume in writing the performance and all terms of this Agreement. Neither Party may assign the Agreement, in whole or in part, without the other Party's written consent; provided, however, that: (a) Either Party may assign the Agreement without consent in connection with any merger, consolidation, any sale of all or

substantially all of its assets, or any other transaction in which more than fifty percent of its voting securities are transferred; provided, however, that in no event may this Agreement be assigned by merger, acquisition operation of law or otherwise to a competitor of the non-assigning Party. Any attempt to assign or transfer the Agreement other than in accordance with these provisions will be null and void

2. Choice of Law/ Jurisdiction. Affiliate agrees that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either Affiliate or Company shall be decided within a ten (10) mile radius of Company's headquarters in California, by binding arbitration before a single, neutral arbitrator, in accordance with the streamlined JAMS Arbitration Rules available at JAMSADR.COM, according to the laws of the United States and the State of California.
3. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of the Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to achieve the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
4. Entire Agreement and Modification. This Agreement states the entire agreement reached between Affiliate and Company and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between Affiliate and Company, and may not be amended except in writing executed by Affiliate and Company. Company reserves the right to modify this Agreement with written notice to Affiliate. If Affiliate does not wish to Accept said modifications, it may cancel the Agreement within 30 days of receipt of notification of changes.
5. Publicity. Neither Party may issue press releases or make other disclosures regarding the existence of this Agreement and the business relationship of the Parties including reference to the other Party's trademarks and trade names without the other Party's prior written consent, which will not be unreasonably withheld.
6. Independent Contractors. The Parties acknowledge that they are dealing with each other as independent contractors. Nothing in this Agreement may be construed as creating or constituting an employer-employee relationship, a partnership, a joint venture, or any agency between the parties.
7. Survival. The provisions of the sections entitled: Warranties, Representations and Indemnification, and General as well as any accrued payment obligations, shall survive termination or expiration of this Agreement.
8. Counterparts Signatures, Facsimile Signatures. Electronic Signatures. This Agreement may be executed in one or more counterparts, by facsimile, scan and/or electronically. All counterpart, facsimile or electronic signatures shall have the same validity and enforceability as those in a fully-signed original agreement.

9. Captions. The captions used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
10. Good Faith. The parties agree to perform their respective obligations under this Agreement promptly, completely, and in good faith.