

LiveU Terms and Conditions of Sale and Lease
(For LiveU Terms and Conditions for Rentals, [press here](#))
(For LiveU Terms and Conditions for LiveU 360 Subscription [press here](#))

THESE TERMS AND CONDITIONS (THE "Agreement") CONSTITUTE A BINDING AGREEMENT BETWEEN LIVEU LTD. OR THE LIVEU ENTITY SPECIFIED IN THE PURCHASE ORDER ("LiveU") AND THE INDIVIDUAL OR ENTITY ("Customer") ISSUING THE CORRESPONDING PURCHASE ORDER OR ORDER FORM TO WHICH THIS AGREEMENT RELATES ("Order"), WHICH ORDER, ONCE ACCEPTED BY LIVEU (EITHER IN WRITING OR BY SHIPMENT), IS HEREBY INCORPORATED INTO, AND MADE A PART OF, THIS AGREEMENT BY REFERENCE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. LiveU and Customer may be collectively referred to herein as the "Parties", and each individually as a "Party".

IF CUSTOMER HAS AN EXISTING AGREEMENT IN EFFECT WITH A LIVEU ENTITY FOR THE SUPPLY OF PRODUCTS, SOFTWARE PRODUCTS, AND/OR SOFTWARE SERVICES (EACH AS DEFINED BELOW) (AN "EXISTING AGREEMENT"), THEN THE PARTIES AGREE THAT THE ORDER SHALL BE GOVERNED BY, AND DEEMED INCORPORATED INTO AND MADE A PART OF, THE EXISTING AGREEMENT (AND NOT THIS AGREEMENT), IN WHICH CASE, THE FOLLOWING TERMS AND CONDITIONS SHALL NOT APPLY.

DEFINITIONS AND INTERPRETATION

This Agreement contains a range of capitalized terms defined in this Section and elsewhere. The Section and sub-Section headings in this Agreement are for convenience of reading only and shall not be used or relied upon for interpretive purposes.

"Affiliate" means, with respect to either Party, any person, organization or entity controlling, controlled by or under common control with, such Party. For purposes of this definition only, "control" of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, "control" will be deemed to exist when a person, organization or entity (i) owns more than fifty percent (50%) of the outstanding voting stock or other ownership interest of the other organization or entity, or (ii) possesses, directly or indirectly the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the other organization or entity.

"Documentation" means LiveU's user manuals, data sheets and similar materials that are delivered with the Product.

"Enhancement" means any improvement, derivative work, customization, modification, or enhancement.

"Export Control Laws" means all export and re-export control Laws that apply to LiveU (and/or its Affiliates) and/or to Customer, including without limitation Israeli export control Laws, the Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.

"Firmware" means any software embedded within the hardware components of the Product.

"LiveU Materials" means, collectively, the Product, Software, and Documentation.

"Intellectual Property" means any and all inventions, invention disclosures, discoveries, improvements, works of authorship, technical information, data, databases, know-how, show-how, designs, ideas, drawings, logos, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, software (including object code, source code, APIs, and non-literal aspects), algorithms, architecture, records, documentation, and other similar intellectual property or technology, in any form and embodied in any media, anywhere in the world.

"Intellectual Property Rights" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) in and to Intellectual Property, including without limitation patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, industrial property rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

"Laws" means any federal, state and local laws, statutes, ordinances, rules and regulations of any jurisdiction.

"Product" means the LiveU hardware product (and any related accessories) specified in the Order.

"Server" means any physical, virtual, and/or cloud server on which a Software Product may be installed.

"Software" means, collectively, the Firmware, any Software Products, and any Software Services.

"Software Product" means any software product specified in the Order, for delivery on a standalone basis (*i.e.*, separate from any Product).

"Software Services" means any software-as-a-service or similar cloud services specified in the Order.

"Territory" means any usage territory specified in the Order.

ORDER; DELIVERY

Order. Subject to payment by Customer, LiveU shall deliver the Products ordered by Customer under the Order (and in the quantities specified therein) pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the pricing and payment terms of the Order shall be deemed confidential to LiveU, and Customer shall not disclose such terms (in whole or in part) to any third party, except to its directors, officers, and employees who have need to know such terms in order to perform under this Agreement. To the extent that any provision in the Order conflicts with any provision of the main body of this Agreement, the latter shall prevail (unless the Order specifically overrides with specific reference to the conflicting provision). Furthermore, any terms or conditions (whether printed, hyperlinked, or otherwise) in an Order not accepted in writing by LiveU and which purport to modify or supplement this Agreement (or any corresponding quote issued by LiveU), shall be void and of no effect, even if the Order is acknowledged in writing by LiveU.

Delivery. LiveU shall make commercially reasonable efforts to meet any delivery date(s) stated in the Order; *however*, Customer acknowledges that delivery is dependent on third parties outside LiveU's control. Furthermore, and unless expressly stated otherwise in the Order, delivery time is not of the essence. Unless specified otherwise in the Order, delivery of the Products shall be prepaid, and will be made Ex Works

(Incoterms 2010) LiveU's designated facility (at which time risk of loss of, or damage to, the Products shall pass to Customer). LiveU shall cooperate with Customer (or its designated freight carrier) to facilitate shipping.

Title and Security Interest. If Customer purchases a Product, title to the Product shall not pass to Customer until all applicable payments to LiveU have been made. Pending such payment, LiveU hereby reserves and maintains, and Customer hereby grants to LiveU, a first priority purchase money security interest in the Product, wherever located, including all replacements and proceeds related thereto or derived therefrom, and Customer agrees to promptly execute any documents reasonably requested by LiveU to confirm, perfect and protect such security interest, and hereby irrevocably authorizes LiveU to execute and file any one or more financing statements (such as pursuant to UCC-1 in the United States) covering all property and proceeds subject to such security interest. For the avoidance of doubt, any copies of Software and Documentation are only licensed (and not sold) pursuant to this Agreement, and no title thereto passes to Customer.

Leases. If Customer leases a Product, Customer shall be entitled, subject to Customer's payment of the applicable fees, to use such Product in accordance with the terms hereof for the lease period specified in the applicable Order (the “**Lease Period**”). Upon expiration of the Lease Period, Customer shall immediately return the Product to LiveU in the same condition in which they were provided to Customer by LiveU, less reasonable wear and tear. In the event the Product is lost, stolen or damaged, then Customer shall be responsible for such loss, theft or damage and shall pay LiveU as follows: (a) in the case of loss or theft, the full replacement fee in an amount equal to LiveU's then-current list price for the Product (the “**Replacement Fee**”), and in the case of damage, the cost and expense to repair such damage, as determined by LiveU (the “**Repair Fee**”). No loss, theft, or damage shall relieve Customer of the obligation to pay any fees or other amounts due or that become due or any other obligation hereunder. Customer shall notify LiveU in writing within seven (7) days after any such loss, theft or damage becomes known to Customer, and Customer shall pay the Replacement Fee or Repair Fee, as applicable, to LiveU (as determined by LiveU) within thirty (30) days after such notification. In the case of repairs, Customer shall bear the costs of shipment of the damaged Product to LiveU and return shipment of the repaired Product. If the Lease Period is still in effect when the lost, stolen or damaged Products are received by LiveU and after LiveU has received payment of the Replacement Fee or Repair Fee (as applicable), LiveU shall make commercially reasonable efforts to provide a replacement Product for the remainder of the Lease Period.

LiveU Cancellation. LiveU shall have the right to cancel any unfilled Order (or part thereof) without notice to Customer in the event that: (a) a receiver is appointed for the Customer or its property, which appointment is not dismissed within sixty (60) days; (b) the Customer makes a general assignment for the benefit of its creditors; (c) the Customer commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (d) the Customer is liquidating, dissolving or ceasing normal business operations.

Carrier Fees. Customer acknowledges that use of the Product (whether leased or purchased by Customer) outside the Territory may result in additional carrier fees, including without limitation roaming charges, duties, and other costs, that all such additional carrier fees shall be the responsibility and liability of Customer, and that LiveU shall have no liability to Customer in connection with any such fees. In the event of use outside the Territory, LiveU may invoice Customer for the additional amounts due, and Customer agrees to pay such amounts within fifteen (15) days from the date of such invoice.

LICENSE

License. Customer shall use the Products solely in accordance with the Documentation. Subject to the terms and conditions of this Agreement, LiveU grants Customer a limited, revocable, non-exclusive, non-assignable, and non-sublicensable license to (as applicable):

- (a) install the Software Product on a device or Server owned by Customer (but subject to any volume, Territory, or other limitations specified in the Order), and use the Software Product during the corresponding license term specified in the Order ("**License Term**") for Customer's internal business purposes ("**Software Product License**");
- (b) access and use the Software Services (subject to any volume, Territory, or other limitations specified in the Order) during the corresponding subscription term specified in the Order ("**Subscription Term**") for Customer's internal business purposes ("**Software Services Subscription**");
- (c) use the Product's copy of the Firmware solely as embedded in the Product ("**Firmware License**"); and/or
- (d) make a reasonable number of copies of the applicable Documentation for use with the Product, Software Product and/or Software Services, as the case may be ("**Documentation License**").

(the Software Product License, Software Services Subscription, Firmware License, and Documentation License collectively, the "**License**"). Any rights not expressly granted in this Agreement are hereby reserved by LiveU and its licensors, and, except for the License, no Intellectual Property Rights are granted to Customer, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise.

Assignment of Firmware License. Customer may assign the Firmware License, and only if Customer meets all of the following conditions: (a) the assignment is of the Firmware License as a whole; (b) the assignment is permanent; (c) the assignment is to a party in connection with the transfer of ownership to such party of the Product, and such party has read and agreed to the terms and conditions of this Agreement; and (d) Customer retains no copy (regardless of medium) of the Firmware.

LICENSE RESTRICTIONS

As a condition to the License, Customer shall not (and shall not encourage or permit any third party to) do any of the following (in whole or in part), except as expressly permitted by this Agreement: (a) reproduce or manufacture the Product, Software or Documentation; (b) sell, assign, transfer, lease, rent, sublicense, distribute, publicly perform, display or communicate, offer as part of a time-sharing, outsourcing or service bureau environment, or otherwise make commercially available, the Product, Software or Documentation; (c) modify, alter, adapt, arrange, or translate the Product, Software or Documentation; (d) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) or internal composition of, the Product, Software or Documentation; (e) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Product, Software or Documentation; (f) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Product, Software or Documentation; (g) make a derivative work of the Product, Software or Documentation, or use them to develop any service or product that is the same as (or substantially similar to) them; (h) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Product, Software or Documentation; (i) use the Product, Software or Documentation to infringe, misappropriate, or violate any third party's Intellectual Property Rights, or any applicable Law, or to otherwise engage in any fraudulent activity; or (j) disclose to the public the results of any internal performance testing or benchmarking studies of or about the Product, Software or Documentation without first sending the results and related study(ies) to LiveU, and obtaining LiveU's written approval of the assumptions, methodologies and other parameters of the testing or study.

To the extent Customer is given the right, under any Law applicable to Customer, to receive information and/or materials for purposes of making any portion of the Software interoperable with other software, and such information and materials are not contained within any Documentation, Customer agrees that it shall

request from LiveU (in a detailed writing) access to such information and/or materials, and if LiveU accepts such request, LiveU may (in its sole discretion) impose additional conditions on such access and use.

SUPPORT SERVICES; PROFESSIONAL SERVICES

Support Services. Customer may at any time purchase from LiveU technical support services for certain purchased Products and/or Software Products ("**Support Services**") pursuant to certain various support packages offered by LiveU and their respective then-current rates ("**Support Packages**"). Customer's purchase order for the Support Services (if accepted by LiveU) shall be deemed incorporated into, and made a part of, this Agreement by reference. Support Services may be provided by LiveU and/or its third party service providers. Any support services for Products or Software Products obtained from an authorized reseller of LiveU, shall be provided by such reseller solely pursuant to Customer's applicable agreement with such reseller.

Exceptions. LiveU shall have no obligation to provide Support Services in connection with any of the following: (a) altered or modified LiveU Materials; (b) LiveU Materials that are not the current version; (c) problems to LiveU Materials caused by Customer's (or third party's) misuse, negligence, hardware malfunction, or modification thereof, or other causes beyond the control of LiveU; and/or (d) LiveU Materials that have been installed or are being used in a way that is inconsistent with LiveU's written instructions or Documentation, or otherwise in breach of this Agreement. If Customer has directly purchased third party equipment (such as Servers) for use with a Software Product, such third party equipment must meet LiveU specifications in order to ensure proper performance of the Software Products, and in order for Customer to receive Support Services for such Software Product. For the avoidance of doubt, in no event do the Support Services cover such third party equipment itself. In addition, if it is found that an error which was reported to LiveU under Support Services is not an error that materially degrades the use of the Product, Software Product, or Software Services (as applicable), LiveU will have the right to charge Customer for the time spent in handling and diagnosing the matter, at its then-current standard hourly rates.

Any request for services in connection with any of the foregoing subparagraphs (a) through (d) inclusive shall be deemed a request of Professional Services (defined below). Furthermore, the following services are not within the scope of Support Services and shall be deemed Professional Services: (i) the installation of an "**Upgrade**", which means any new generally available (GA) release of a Software Product or Software Services that includes significant new features, functionality, and/or enhancements, and which is typically indicated by a number to the left of the decimal point (*e.g.* Version 4.0 is an Upgrade from Version 3.3); (ii) the development and supply of special or user-specific developments; (iii) the integration of Products, Software Products, and/or Software Services with third-party hardware or software; and/or (iv) training with respect to use of any Products, Software Products, and/or Software Services.

Professional Services. In the event Customer wishes to receive implementation, configuration, customization, integration, or other professional services under this Agreement ("**Professional Services**"), such Professional Services (including any corresponding statement of work or similar ordering document) shall be subject to the terms and conditions of this Agreement, and be deemed incorporated into and made a part of this Agreement by reference.

INTELLECTUAL PROPERTY

As between the Parties, LiveU is, and shall be, the sole and exclusive owner of all Intellectual Property Rights in and to: (a) the LiveU Materials; and (b) any Enhancements to any LiveU Materials, regardless of authorship or inventorship. To the extent any Intellectual Property Rights in and to any Enhancements to LiveU Materials do not automatically vest in LiveU, Customer hereby irrevocably assigns (and agrees to

assign) to LiveU (or its designee) such Intellectual Property Rights. Furthermore, Customer recognizes and agrees that, without limitation, all internal hardware, software, and functionality not readily visible from external view of the Product constitute trade secrets belonging to LiveU and/or its licensors, and that efforts to determine such internal hardware, software or functionality may constitute misappropriation of trade secrets. If Customer provides any suggestions or similar feedback to LiveU or its Affiliates concerning any LiveU Materials ("**Feedback**"), Customer hereby grants to each of LiveU and its Affiliates a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, sublicensable (through multiple tiers), assignable license to use, reproduce, make (and have made), import, disclose, distribute, create derivative works of, modify, adapt, and otherwise commercially exploit such Feedback without restriction or obligation.

PAYMENT TERMS

Unless expressly specified otherwise in the Order: (a) LiveU may invoice Customer following execution of the Order; (b) payment shall be made by Customer within thirty (30) days from the date of invoice; (c) amounts are quoted, and shall be paid, in United States dollars (US\$), and payment shall be made by wire transfer to the bank account set forth in the Order; (d) payments are non-refundable, non-cancellable, and without any right of set-off; (e) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month, and the highest amount permitted by applicable law; and (f) the prices therein are exclusive of freight, insurance, all applicable taxes (such as VAT and GST), customs, duties and other shipping expenses and charges (except for taxes based on LiveU's net income), and all the foregoing shall be solely borne by Customer. To the extent an Order contains any credit terms, LiveU reserves the right to change such credit terms upon written notice at any time at its sole discretion.

If Customer is required by Law to make any deduction or to withhold from any sum payable to LiveU, then the sum payable by LiveU, upon which the deduction or withholding is based, shall be increased to the extent necessary to ensure that, after all deduction and withholding, LiveU receives and retains, free from liability for any deduction or withholding, a net amount equal to the amount LiveU would have received and retained in the absence of the required deduction or withholding.

LIMITED WARRANTY

Limited Warranty. LiveU warrants that during the applicable Warranty Period (defined below):

- (a) the Product shall be free from material defects in materials and workmanship, subject to normal and intended use and service (the "**Product Warranty**"); and
- (b) the Software Product shall, in all material respects, perform the functions described in the applicable Documentation (the "**Software Warranty**").

In the event of any Product Warranty and/or Software Warranty breach within the Warranty Period (each, a "**Defective Item**"), and provided Customer has notified LiveU via email (to the email addresses specified below) of the defect promptly after discovery thereof, LiveU shall first determine whether the defect can be resolved via any Support Services (to the extent Customer has an existing Support Package), and Customer shall fully cooperate with LiveU in such efforts. If there is no existing Support Package, or if LiveU determines that Support Services cannot resolve the defect, LiveU shall (at its sole option, and at no additional charge):

- (i) repair the Defective Item (or part thereof) or replace the Defective Item (or part thereof) with new or refurbished Products (or parts) or Software Products, as the case may be; or
- (ii) in the event the Defective Item is a Product, terminate this Agreement, and (A) if it has been purchased, refund the purchase price paid for such Product, less one-thirty-sixth (1/36) thereof for each month that Customer made use of the Product, or (B) if it has been leased, refund the lease

fees for any period for which Customer prepaid in advance but did not make use of the Product because of such defect.

The foregoing (i) and (ii) represents Customer's sole and exclusive remedy, and LiveU's sole and exclusive liability, for any breach of the Product Warranty or Software Warranty. In the event LiveU repairs or replaces a Defective Item pursuant to this Section, the Product Warranty or Software Warranty (as applicable) shall remain in force for the remainder of the original warranty period, as then in effect.

For Customers located outside the US and Latin America, Warranty notifications must be sent to: support@liveu.tv.

For Customers located within the US and Latin America, Warranty notifications must be sent to: (a) solo.help@liveu.tv, in respect of the *Solo* Product; and (b) help@liveu.tv (for US) or soporte@liveu.tv (for Latin America) in respect of all other Products and Software Products.

Warranty Period. Unless the Order specifies a different warranty period, the "**Warranty Period**" shall be as follows: (a) for a Product, twelve (12) months commencing upon the date of activation of the Product by LiveU; or (b) for a Software Product, ninety (90) days commencing upon the date of activation of the Software Product by LiveU.

Warranty Returns for Products. Defective Products will be returned to LiveU FOB (Incoterms 2010) LiveU's shipping location, shipping charges prepaid. Title to any returned defective Products will pass to LiveU upon receipt. No returns will be made without Customer first obtaining a *Return Material Authorization (RMA)* ticket and number ("**RMA Ticket**") from LiveU. Defective Products returned to LiveU without an RMA Ticket will be returned unopened, at Customer's sole risk, cost and expense, or otherwise discarded. When requesting an RMA Ticket, Customer shall provide the following information: (a) a detailed description of the nature of the defect, and the reason for the return; (b) model and serial number for each unit to be returned, and (c) applicable LiveU invoice number and date. The RMA Ticket information (as well as other information and markings instructed by LiveU) shall be marked on the parcel, which Customer shall package in its original packaging, unless permitted otherwise in writing by LiveU, in which case Customer shall package it to reasonably accepted commercial standards for electronic equipment. LiveU will pay shipping charges for delivery of repaired or replaced Products back to Customer, provided that if LiveU reasonably deems, in its sole discretion, that the returned defective Product was not covered by the Product Warranty or was subject to a Warranty Exclusion (defined below), Customer will pay all return shipping charges.

Warranty Service Exclusions. Each of the Product Warranty and Software Warranty excludes, and LiveU shall have no responsibility or liability hereunder to support, service or respond to, any and all of the following (each, a "**Warranty Exclusion**"): (a) Products or Software Products that have been altered, reconfigured or modified by Customer or any third party other than LiveU's authorized customer support personnel; (b) Products or Software Products not installed by LiveU's authorized customer support personnel; (c) failure by Customer to promptly implement a Firmware Update and/or comply with a Replacement Notice, as required by this Agreement; or (d) defects or other damage caused by negligence, abuse, neglect, or use other than as specified in the Documentation, or by natural disasters or other factors beyond the reasonable control of LiveU. Any services provided by LiveU in connection with the foregoing shall be charged at LiveU's then-current rates. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, under no circumstances shall LiveU be liable for any loss or theft of any Product following delivery to Customer (except that if Customer has leased a Product and the Lease Period is still in effect, Customer may obtain a replacement Product in such event, upon payment of the applicable Replacement Fee).

WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL LIVEU MATERIALS ARE DELIVERED TO CUSTOMER "AS IS", WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET POSSESSION, NON-INFRINGEMENT, TITLE, QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY LIVEU AND ITS LICENSORS AND SUPPLIERS.

IN ADDITION: (i) NEITHER LIVEU NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF ANY OF THE LIVEU MATERIALS; (B) THAT CUSTOMER'S USE OF, OR RELIANCE UPON, ANY OF THE LIVEU MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) THAT ANY OF THE LIVEU MATERIALS WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, OR OTHER GOVERNMENT OR INDUSTRY REGULATIONS OR STANDARDS; and (ii) CUSTOMER ACKNOWLEDGES AND AGREES THAT LIVEU IS NOT RESPONSIBLE AND CANNOT CONTROL THE OPERATION OF ANY CELLULAR NETWORK(S) OR THE PASSING OF OR TRANSMISSION OF INFORMATION VIA ANY NETWORKS, AND THAT NEITHER PRODUCTS NOR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY LIVEU ARE FAULT-TOLERANT OR DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, AND LIVEU EXPRESSLY DISCLAIMS ANY LIABILITY OR EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE.

Some jurisdictions' Laws do not allow the disclaimer of certain implied warranties or conditions, and to the extent applicable to Customer, then, at LiveU's option, such disclaimers shall either not apply, or LiveU limits the duration of such warranties and conditions to the shortest duration (from date of delivery of the Product or Software Product) permitted by such jurisdictions' Laws.

LIMITATION OF LIABILITY

IN NO EVENT WILL LIVEU, ITS AFFILIATES, OR ANY LICENSOR OR SUPPLIER OF LIVEU, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS; (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES, OR OTHER COST OF COVER. FURTHERMORE, LIVEU SHALL HAVE NO LIABILITY WHATSOEVER UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, INCLUDING THIRD PARTY CLAIMS RELATING TO THIS AGREEMENT, FOR ANY DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES AND LOSSES) IN THE EVENT THAT CUSTOMER FAILS TO PROMPTLY IMPLEMENT A FIRMWARE UPDATE AND/OR COMPLY WITH A REPLACEMENT NOTICE.

THE COMBINED AGGREGATE LIABILITY OF LIVEU AND ANY LIVEU AFFILIATE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE FOLLOWING: (A) TO THE EXTENT LIABILITY RELATES TO PROFESSIONAL SERVICES, THE

AMOUNT ACTUALLY PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES; (B) TO THE EXTENT LIABILITY RELATES TO SUPPORT SERVICES, THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SUCH SUPPORT SERVICES; AND (C) FOR ANY OTHER LIABILITY, THE LOWER OF (i) THE AMOUNT ACTUALLY PAID BY CUSTOMER TO LIVEU UNDER THE ORDER, OR (ii) THE AMOUNT ACTUALLY PAID BY CUSTOMER TO LIVEU WITHIN THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF LIVEU HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, WHETHER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

Some jurisdictions' Laws do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to Customer, such exclusions and limitations shall not apply.

CONFIDENTIALITY.

Each Party (the "**Recipient**") may have access to certain non-public or proprietary information and materials of the other Party (the "**Discloser**"), whether in tangible or intangible form ("**Confidential Information**"). As between the Parties, all Confidential Information and derivatives thereof (as well as any Intellectual Property Rights therein/to) are and shall remain the sole and exclusive property of the Discloser. Confidential Information shall not include information and material which: (a) at the time of disclosure by Discloser to Recipient hereunder, is in the public domain; (b) after disclosure by Discloser to Recipient hereunder, becomes part of the public domain through no fault of the Recipient; (c) was rightfully in the Recipient's possession at the time of disclosure by the Discloser hereunder, and which is not subject to prior continuing obligations of confidentiality; (d) is rightfully disclosed to the Recipient by a third party having the lawful right to do so; or (e) independently developed by the Recipient without use of, or reliance upon, Confidential Information received from the Discloser. The Recipient shall not disclose the Discloser's Confidential Information to any third party, except to its employees, advisers, Partners and investors, subject to substantially similar written confidentiality undertakings). Recipient shall take commercially reasonable measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level), to protect the Discloser's Confidential Information within its possession or control, from disclosure to a third party. The Recipient shall use the Discloser's Confidential Information solely for the purpose of performing under this Agreement. In the event that Recipient is required to disclose Confidential Information of the Discloser pursuant to any Law or judicial or governmental order, the Recipient will (i) promptly notify Discloser in writing of such Law or order, (b) reasonably cooperate with Discloser in opposing such disclosure, (c) only disclose to extent required by such Law or order (as the case may be). Customer acknowledges that unauthorized disclosure or use of LiveU's Confidential Information will cause irreparable harm and significant injury to LiveU that may be difficult to ascertain; accordingly, Customer agrees that LiveU, without prejudice to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate equitable relief to enforce the rights and obligations contained herein, without the necessity of proving actual damages, posting bond, or making any undertaking in connection therewith.

TERMINATION

Each Party may terminate this Agreement if the other Party fails to perform any material obligation under this Agreement (including without limitation any payment obligation), and such failure (if capable of remedy) remains uncured for more than thirty (30) days after receipt of written notice thereof. Termination

of this Agreement shall not affect any rights or liabilities that accrued as of the effective date of termination. Upon termination of this Agreement: (a) except for a purchased Product, Customer shall (as directed) return and/or permanently delete all LiveU Materials and certify compliance therewith in writing; (b) except for the Firmware License under a purchased Product and the corresponding Documentation License, the License shall automatically terminate and be deemed revoked, and Customer shall cease all use thereof; and (c) Sections DEFINITIONS AND INTERPRETATION, INTELLECTUAL PROPERTY, LIMITED WARRANTY, WARRANTY DISCLAIMER, LIMITATION OF LIABILITY, CONFIDENTIALITY, TERMINATION, GOVERNING LAW AND DISPUTE RESOLUTION and MISCELLANEOUS shall survive, as shall any provision that ought by its nature to survive. **GOVERNING LAW AND DISPUTE RESOLUTION** This Agreement (including its validity) shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. If, however, LiveU is **LiveU, Inc.**, then the aforesaid governing law shall be substituted with the "**State of New Jersey, USA**". If, LiveU is **LiveU Japan K.K.**, then the aforesaid governing law shall be substituted with "**Japan**".

Any claim, dispute or controversy under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in Tel Aviv-Jaffa, Israel, and Customer hereby irrevocably and unconditionally submits to the personal jurisdiction of such courts and waives any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. If, however, LiveU is **LiveU, Inc.**, then the aforesaid courts shall be substituted with the "**competent courts of the State of New Jersey, USA**". If, however, LiveU is **LiveU Japan K.K.**, then the aforesaid courts shall be substituted with the "**competent courts of the State of Tokyo, Japan**".

Notwithstanding the foregoing, LiveU reserves the right to seek equitable relief in any court worldwide of competent jurisdiction. Furthermore, Customer:

- (a) **agrees that any proceedings to resolve or litigate any claim, dispute or controversy will be conducted solely on an individual basis (and not in any class action or class-wide proceeding), and that Customer may initiate such proceedings only on its own behalf;**
- (b) **hereby irrevocably and unconditionally waives the right to litigate such claims, disputes, or controversies in court before a jury; and**
- (c) **agrees not to participate in claims, disputes, or controversies brought in an attorney general or representative capacity, or in consolidated claims, disputes, or controversies involving another person's claim, dispute, or controversy.**

MISCELLANEOUS

Entire Agreement. Except in the case of an Existing Agreement (as described in the introduction to this Agreement), this Agreement represents the entire agreement between LiveU and Customer with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between LiveU and Customer with respect to such subject matter. Customer acknowledges and agrees that in entering into this Agreement it has not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement; for example, statements and explanations in any FAQs or other marketing material on the LiveU website are for convenience only, and are not binding on LiveU. LiveU reserves the right to modify this Agreement at any time by posting the modified Agreement on its website (or any successor domain). Such modifications will be effective ten (10) days after such posting, and any outstanding purchase orders in effect on such date shall be subject to the modified Agreement and Customer agrees to be bound thereby. The language of this Agreement is expressly agreed to be the English language. By entering into the Agreement Customer hereby irrevocably waives, to the maximum extent legally permitted, any Law

applicable to Customer requiring that the Agreement be localized to meet Customer's language, as well as any other localization requirements. Customer shall look only to LiveU (i.e., the LiveU entity that has

accepted the Order and entered into this Agreement with Customer), for the performance of any obligations on the part of LiveU, and under no circumstances shall any other LiveU entity be responsible or liable for the obligations of LiveU.

Assignment. LiveU may assign this Agreement (or any of its rights and obligations hereunder), without restriction or further obligation. This Agreement is personal to Customer, and Customer shall not assign this Agreement (or any of its obligations or rights thereunder) without LiveU's express prior written consent. Any prohibited assignment shall be null and void. Subject to the foregoing, this Agreement binds and benefits each Party and its respective successors and assigns. At LiveU's sole discretion, any LiveU obligation hereunder may be performed (in whole or in part), and any LiveU right or remedy may be exercised (in whole or in part), by an LiveU Affiliate.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

Remedies. Except as stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.

Reference Customer. LiveU may use Customer's name and logo on LiveU's website and in its promotional materials to indicate that Customer is a customer of LiveU.

Waiver. No failure or delay on the part of any Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by Customer, emails will be acceptable; for waivers by LiveU, the writing must be duly signed by an authorized representative of LiveU), and shall be valid only in the specific instance in which given.

Relationship. The relationship of the Parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the Parties.

Notices. All notices or other communications provided for in this Agreement shall be in writing and shall be given in person, by courier, by facsimile, electronic mail or by registered or certified mail, postage prepaid, addressed as set forth in the Order. All notices and other communications delivered in person or by courier service shall be deemed to have been given as of one business day after sending thereof, those given by facsimile transmission with confirmation or receipt shall be deemed to have been given as of the date of transmission thereof (provided that such date is a business day in the country of receipt and if not, the next business day) and all notices and other communications sent by registered mail shall be deemed given three (3) days after posting. Notices sent by electronic mail shall be deemed received upon receipt of such electronic mail message.

No Third Party Beneficiaries. Except as expressly stated otherwise herein, there shall be no third-party beneficiaries of or under this Agreement.

Export Compliance. Customer shall not transfer, export, re-export, import, re-import or divert any LiveU Materials or other technical data in violation of any Export Control Laws, as well as any applicable import and use restrictions, all as then in effect, and shall not transfer, export, re-export, import, re-import or divert any LiveU Materials to Lebanon, Syria, Iran, Iraq, Sudan, Yemen, Cuba, or North Korea (or other countries

specifically designated in writing by LiveU from time to time). In the event Customer breaches the foregoing sentence (in whole or in part), it shall indemnify and hold harmless LiveU for any fine or penalty imposed upon LiveU and/or its Affiliates (as well as their respective personnel) as a result of such breach.

Force Majeure. Except for payment obligations, neither Party shall be responsible for any failure or delay to perform any obligation hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes or concerted labor action, work stoppage, or shortages of materials, equipment or facilities, and/or (d) other similar cause beyond such Party's reasonable control. For the avoidance of doubt, any problems relating to the hosting of any Software Services shall not be deemed within LiveU's reasonable control.

Wireless and Software Services. WITH RESPECT TO SOFTWARE SERVICES, AS WELL AS WIRELESS SERVICES (WHEN DELIVERED WITH A PRODUCT), PROVIDED OR OPERATED BY THIRD PARTY SERVICE PROVIDERS (SUCH AS THIRD PARTY NETWORK OPERATORS, CARRIERS, AND CLOUD HOSTING PROVIDERS), CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS, AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LIVEU AND THE UNDERLYING SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING SERVICE PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, AND CUSTOMER HEREBY IRREVOCABLY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR OR IN CONNECTION THEREWITH. CHANGES TO AVAILABILITY (INCLUDING AVAILABILITY IN ANY PARTICULAR COUNTRY), RATE INCREASES, AND CHANGES TO TERMS AND CONDITIONS MADE BY SUCH SERVICE PROVIDER(S) MAY BE FLOWED DOWN AND APPLIED BY LIVEU TO CUSTOMER, BACK-TO-BACK, WITH PRIOR WRITTEN NOTICE.

US Government Users. If Customer is an agency or instrumentality of the United States Government, Customer agrees that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively; that LiveU’s rights therein are subject to this Agreement, pursuant to FAR 12.212 and/or DFARS 227.7202-1 and 227.7202-3, as applicable, or successor regulations; and that Customer’s rights shall apply only to the specific agency and program for which the Software and Documentation are obtained.

Counterparts. The Order may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

FUDP. As part of LiveU’s various data plans, in case a Customer is under the terms of Fair Usage Data Plan (“FUDP”), FUDP include terms that are applicable to Customer’s territory. FUDP allow monthly data usage and total data usage under LiveU Policy. FUDP is subject to an average fair usage limit per pooled LiveU’s Product/s of 50GB per month, unless agreed differently between LiveU and Customer. In addition, LAN/WIFI usage on LiveU Products does not count toward the average fair usage calculation. In case Customer exceeds an average of 50GB per month per pooled LiveU Product/s for more than three (3) times, LiveU may decrease the performance of the data, and Customer and LiveU shall agree on a new monthly lease rate on mutually agreed terms.

LIVEU STANDARD TERMS AND CONDITIONS FOR RENTALS

These LiveU Standard Terms and Conditions (the “**Agreement**”) set forth the terms and conditions governing (a) Customer's rental of Hardware Materials from LiveU; and (b) LiveU's performance of Support Services, in each case as may be specified in a Purchase Order (all the foregoing capitalized terms defined below). This Agreement constitutes an integral part of the Purchase Order. No provisions of any Customer order form, acknowledgment or other business form that Customer may use will have any effect on the rights and obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of LiveU to object to such provisions, and such provisions are hereby rejected by the parties. LiveU's acceptance of any Purchase Order is expressly made conditional upon Customer's acceptance of the terms and conditions set forth herein without modification or addition. LiveU shall not be deemed to have accepted any terms or conditions in a Purchase Order based on a prior course of dealing.

LiveU reserves the right to modify this Agreement at any time by posting the modified Agreement on our website (or any successor domain). Such modifications will be effective ten (10) days after such posting, and any outstanding Purchase Orders in effect on such date shall be subject to the modified Agreement and Customer agrees to be bound thereby.

Definitions.

“**Customer**” means the customer whose name appears on the Purchase Order.

“**Device**” means each hardware device on which the Software may be installed, including without limitation any Hardware furnished by LiveU.

“**Effective Date**” means the date of execution of the Purchase Order.

“**Hardware Materials**” means the LiveU Products and related accessories (such as SIM cards) listed under a Purchase Order.

“**LiveU**” means the LiveU entity whose name appears on the Purchase Order, which entity shall be either LiveU Ltd. or LiveU Japan K.K., or LiveU, Inc.

“**LiveU Products**” means, collectively, LiveU products listed in **Exhibit A** hereto, including their respective documentation and embedded software components.

“**Purchase Order**” means the ordering document or written communication (such as email) which is used to order a rental of Hardware Materials and/or Support Services under this Agreement, and which has been expressly approved by the parties.

“**Support Services**” means those support services (if any) detailed in the LiveU quote.

“**Territory**” means the territory specified in the Purchase Order.

Hardware Rentals.

Customer may rent Hardware Materials from LiveU, as mutually agreed in a Purchase Order. Delivery of the Hardware Materials to Customer shall be in accordance with the delivery terms set forth in the Purchase Order and may include delivery via LiveU's local distributor (to the extent Customer has a relationship with such distributor), and Customer shall fully cooperate with LiveU in connection with such delivery. Subject to such cooperation, LiveU shall make commercially reasonable efforts to adhere to any quoted delivery dates in the Purchase Order, but shall not be liable for any direct or indirect damage or loss that the Customer may incur as a result of a delay. In the event Customer cancels the Purchase Order prior to the quoted delivery date stated in the Purchase Order, Customer shall pay LiveU the cancellation fee set out in the **Exhibit A** attached below.

Subject to Customer's commitment of payment of the applicable rental fees stated in the Purchase Order (“**Rental Fees**”), Customer shall have the right to use such Hardware Materials in the Territory in accordance with the terms hereof for the rental period specified in the applicable Purchase Order (the “**Rental Period**”). For the avoidance of doubt, the accompanying documentation and embedded software components are only licensed to Customer (in object code only) for the period of the Rental Period, and on a non-exclusive basis for use solely as embedded in the Hardware Materials. [Upon expiration of the

Rental Period, Customer shall immediately return the Hardware Materials to LiveU (or the designated collection point) in the same condition in which they were provided to Customer by LiveU, less reasonable wear and tear. In the event any loss, theft, or damage, Customer shall be responsible for such loss, theft or damage and shall pay LiveU as follows: in the case of loss or theft, the full replacement fee per the then-current LiveU Product price list (the “**Replacement Fee**”), and in the case of damage, the costs to repair such damage, as determined by LiveU (the “**Repair Fee**”). No loss, theft or damage shall relieve Customer of the obligation to pay Rental Fees. Customer shall notify LiveU in writing within two (2) days after any such loss, theft or damage becomes known to Customer, and Customer shall pay the Replacement Fee or Repair Fee, as applicable, to LiveU (as determined by LiveU) within thirty (30) days after receiving an invoice from LiveU for such fees. In the case of repairs, Customer shall bear the costs of shipment of the damaged unit to LiveU and return shipment of the repaired unit. If the Rental Period is still in effect when the lost, stolen or damaged Hardware Materials are received by LiveU, LiveU shall make commercially reasonable efforts to provide a replacement unit for the remainder of the Rental Period. In the event the Hardware Materials are returned late (whether in whole or in part), Customer shall pay LiveU a late fee equal to Five Hundred US Dollars (\$500) per day, which Customer agrees to pay within thirty (30) days after receiving an invoice from LiveU therefor.

Customer shall not remove, alter, or deface any of the trademarks, trade names, logos, patent or copyright notices or markings, or other proprietary legends on or in, or add any other notices, markings, or legends to, the Hardware Materials.

LiveU Product Restrictions. Customer may not, directly or indirectly (i) sell, assign, lease, rent, distribute, market, sublicense, or otherwise transfer any Hardware Materials; (ii) modify, adapt, translate, or create derivative works of, reverse engineer, decompile, disassemble, or derive or attempt to derive the source code or underlying algorithms or ideas of any Hardware Materials by any means, except and only to the extent, that such activity is required to be permitted by applicable law notwithstanding this limitation and is not subject to contractual waiver; or (iii) use any Hardware Materials in a time-sharing or service bureau arrangement, or in any unlawful manner.

Export. Customer agrees to use the Hardware Materials in compliance with all laws and regulations applicable to Customer. Without limiting the generality of the foregoing sentence, Customer shall not use or otherwise export or re-export any Hardware Materials (or part thereof) in violation of any Export Control Laws.

"Export Control Laws" means all export and re-export control laws, regulations and rules applicable to Customer, as well as Israeli export control laws, regulations and rules, and the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State. Customer will provide LiveU with copies of any export registrations and filings with the United States or Israeli government. The Territory excludes any countries where access and/or use is prohibited by U.S. or Israeli law.

Fees and Payment Terms.

The Rental Fees will be invoiced and paid in accordance with the payment terms and in the currency set out in the Purchase Order. Unless the Purchase Order expressly provides otherwise, payments are non-refundable, non-cancellable, and are without any right of set-off.

Overdue payments shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. In the event of late payment, Customer will also be responsible for all costs associated with collecting the outstanding amounts, including reasonable attorney's fees.

All prices set forth herein and in any Purchase Order are exclusive of all duties and taxes, such as, without limitation, sales, use, excise or value added taxes and withholding taxes, and other government assessments

(collectively, “**Taxes**”), and Customer shall be responsible for all Taxes (except Taxes on LiveU's net income). The prices represent the net amounts to be retained by LiveU free of any liability for withholding or deduction, and shall, if applicable, be grossed-up accordingly.

Ownership.

As between the parties, LiveU is and shall remain the sole and exclusive owner of all title and intellectual property rights in and to the Hardware Materials, as well as any updates, modifications, customizations, enhancements, or other derivatives thereof. Customer acknowledges and agrees that the underlying algorithms, ideas, structure, sequence and organization of the software components of the LiveU Product (other than their open source components) are the valuable trade secrets of LiveU and/or its licensors.

As between the parties, LiveU shall be the sole and exclusive owner of all title and intellectual property rights in and to any Feedback provided to LiveU and derivative works thereof. To the extent any such intellectual property rights do not automatically vest in LiveU, Customer hereby assigns and agrees to assign (and to procure from its personnel the assignment of) such intellectual property rights to LiveU, and Customer shall execute such further instruments reasonably requested by LiveU to perfect LiveU's ownership of such intellectual property rights. Customer shall not disclose to any third party, or otherwise publish, any Feedback. “**Feedback**” means ideas, suggestions, or similar feedback about performance of any Hardware Materials and/or for improving same. Customer hereby represents and warrants that Feedback will not infringe, misappropriate or violate any third party's intellectual property rights.

Third Party Components. The Hardware Materials use third party hardware and software components, including open source software (“**Third Party Components**”). Third Party Components are delivered by LiveU as-is, and the terms and conditions associated with such components (which Customer acknowledges it shall be bound by) are provided with the Third Party Components, posted online and/or otherwise supplied as required, and to the extent of any conflict between such terms and conditions and this Agreement, the former shall govern with respect to the Third Party Component. Any covenants, representations, warranties, guarantees, conditions, indemnities or other commitments made by LiveU under this Agreement concerning the Hardware Materials (if any), are made by LiveU and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Components. Notwithstanding the foregoing sentence or anything in this Agreement to the contrary, LiveU does not make any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Components.

Confidentiality. Each of LiveU and Customer (the “**Recipient**”) may have access under this Agreement to certain non-public or proprietary information or materials of the other party (the “**Discloser**”), whether in tangible or intangible form (“**Confidential Information**”). Without derogating from any other obligation in this Agreement, Customer will treat Hardware Materials as LiveU's Confidential Information. Confidential Information will not include information or material which Recipient can demonstrate: (a) was in the public domain at the time of disclosure by Discloser to Recipient hereunder; (b) became part of the public domain after disclosure by Discloser to Recipient hereunder, through no fault of Recipient; (c) was in the Recipient's possession at the time of disclosure by the Discloser hereunder, and was not subject to prior continuing obligations of confidentiality by Recipient to Discloser; (d) was rightfully disclosed to the Recipient by a third party having the lawful right to do so; and/or (e) was independently and rightfully developed by the Recipient without (direct or indirect) use of, or reliance upon, Discloser's Confidential Information.

Recipient will use the Discloser's Confidential Information solely for the purpose of Recipient performing its obligations and/or exercising its rights under this Agreement. Recipient will not disclose or make available the Discloser's Confidential Information to any third party, except to its employees and agents that have a need to know such information and that are bound by obligations at least as protective as provided herein. Each party acknowledges that in the event of a breach or threatened breach of this Section (*Confidentiality*) by the other party, the non-breaching party may suffer irreparable harm or damage for

which monetary damages will be inadequate, and will, therefore, be entitled to injunctive relief and specific performance to enforce the obligations under this Section (*Confidentiality*) without the need to post a bond.

Term and Termination.

This Agreement commences on the Effective Date and will remain in full force and effect until expiration of the Rental Period, unless terminated by either Party in accordance herewith (the "**Term**").

Either party may terminate this Agreement if the other party fails to perform any material obligation hereunder.

Upon any termination or expiration of this Agreement:

The Purchase Order shall terminate;

Customer shall immediately return all Hardware Materials to LiveU in accordance with Section 2.22 (*Hardware Rentals*) above;

Each party shall promptly return to the other party all Confidential Information of such other party in its possession, or if so requested by such other party, destroy or permanently delete the Confidential Information and certify to the other party that it has done so; and

Termination or expiration of this Agreement shall not affect any right or liability accrued by either party as of the effective date of termination or expiration. Any provision in this Agreement that is stated to survive termination, shall survive, as will Section 6 (*Ownership*) and Sections 8 (*Confidentiality*) through 21 (*Force Majeure*).

Disclaimer of Warranties. THE HARDWARE MATERIALS (INCLUDING WITHOUT LIMITATION ALL SOFTWARE AND DOCUMENTATION), AS WELL AS ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE BY LIVEU, ARE PROVIDED AND MADE AVAILABLE TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY LIVEU AND ITS SUPPLIERS. WITHOUT DEROGATING FROM THE ABOVE, CUSTOMER ACKNOWLEDGES AND AGREES THAT LIVEU IS NOT RESPONSIBLE AND CANNOT CONTROL THE OPERATION OF ANY CELLULAR NETWORK(S) OR THE PASSING OF OR TRANSMISSION OF INFORMATION VIA ANY NETWORKS. NEITHER THE HARDWARE MATERIALS NOR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY LIVEU ARE FAULT-TOLERANT OR DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, AND LIVEU EXPRESSLY DISCLAIMS ANY LIABILITY OR EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE.

Limitation of Liability

IN NO EVENT SHALL LIVEU, ITS AFFILIATES, OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

(A) ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES;

(B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;

(C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR

(D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

THE COMBINED AGGREGATE LIABILITY OF LIVEU AND ALL ITS AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE RENTAL FEES PAID BY THE CUSTOMER UNDER THE PURCHASE ORDER TO WHICH THE LIABILITY

RELATES IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) EVEN IF LIVEU OR ONE OF ITS AFFILIATES HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE AND STRICT LIABILITY).

Governing Law and Jurisdiction. If Customer has entered into a Purchase Order with LiveU Ltd., this Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to its rules of conflict of laws, and Customer and LiveU hereby consent to exclusive jurisdiction and venue in any and all disputes or claims hereunder in the competent courts located in Tel Aviv-Jaffa, Israel. If Customer has entered into a Purchase Order with LiveU Japan K.K., this Agreement shall be governed by, and construed in accordance with, the laws of Japan, without regard to its rules of conflict of laws, and Customer and LiveU hereby consent to exclusive jurisdiction and venue in any and all disputes or claims hereunder in the competent courts located in Tokyo, Japan. If Customer has entered into a Purchase Order with LiveU Inc., this Agreement shall be governed by the laws of the State of New Jersey and controlling U.S. federal law, without regard to rules of conflict of laws, and Customer and LiveU hereby consent to the exclusive jurisdiction and venue, over any and all disputes or claims hereunder, in the competent courts located in New Jersey. The United Nations Convention on Contracts for the International Sale of Goods shall not apply and is hereby disclaimed. Notwithstanding the foregoing, LiveU shall be entitled to seek equitable relief in any court worldwide that has competent jurisdiction.

Entire Agreement. This Agreement together with the Purchase Order represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral or written understandings and statements by the parties with respect to such subject matter. For the avoidance of doubt, this Agreement and the Purchase Order shall not be deemed or construed to derogate from, or add to, any other agreement in effect between the parties as of the Effective Date, which agreement shall continue in full force and effect subject to its terms.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

US Government Users. If Customer is an agency or instrumentality of the United States Government, Customer agrees that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively; that LiveU’s rights therein are subject to these Terms, pursuant to FAR 12.212 and/or DFARS 227.7202-1 and 227.7202-3, as applicable, or successor regulations; and that Customer’s rights shall apply only to the specific agency and program for which the Software and Documentation are obtained.

Assignment. LiveU may assign this Agreement (or any of its rights and obligations hereunder) without Customer's consent and without notice. Customer may not assign this Agreement (or any of its rights or obligations hereunder) without LiveU's prior express written consent. Any prohibited assignment shall be null and void.

Wireless Service. IF LIVEU MAKES THE HARDWARE MATERIALS AVAILABLE WITH A WIRELESS SERVICE, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS

NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT

A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LIVEU AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE. CHANGES TO AVAILABILITY (INCLUDING AVAILABILITY IN ANY PARTICULAR COUNTRY), RATE INCREASES, AND CHANGES TO TERMS AND CONDITIONS MADE BY WIRELESS SERVICE PROVIDER(S) MAY BE FLOWED DOWN AND APPLIED BY LIVEU TO CUSTOMER, BACK-TO-BACK, WITH PRIOR WRITTEN NOTICE.

Limit on Responsibility and Liability. Customer shall look only to the LiveU entity that has agreed to the Purchase Order and entered into an agreement with Customer for the performance of any obligations on the part of LiveU, and under no circumstances will any other LiveU entity be responsible or liable for the obligations of the LiveU entity that has accepted and agreed to the Purchase Order and entered into an agreement with Customer.

Relationship. The parties hereto are solely independent contractors, and nothing herein shall be construed as authorizing either party to bind the other in any way or as constituting a party an agent or representative of the other, and no agency, partnership or employment is created by these Terms.

Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by Customer, emails will be acceptable; for waivers by LiveU, the writing must be duly signed by LiveU), and shall be valid only in the specific instance in which given. Any remedies under this Agreement shall be deemed cumulative of all other remedies available at law or in equity.

Force Majeure. LiveU shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond LiveU's reasonable control.

Exhibit A

Cancellation Fees # Days Before Event Start Date	Cancellation Fee
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> 90 Days	Free Cancellation
60-90 Days	Up to 25%
30-60 Days	Up to 50%
15-30 Days	Up to 75%
<15 Days	Up to 100%

LiveU Terms and Conditions for LiveU 360 Subscription

This agreement (the "Agreement") constitutes a binding agreement between LiveU Ltd. or the LiveU entity specified in the purchase order ("LiveU") and the individual or entity ("Customer") issuing the corresponding purchase order or order form to which this Agreement relates ("Order"), which Order, once accepted by LiveU (either in writing or by shipment), is hereby incorporated into, and made a part of, this Agreement by reference. If you are entering into this Agreement on behalf of an entity, you represent that you have the right, authority, and capacity to bind such entity to this Agreement. LiveU and Customer may be collectively referred to herein as the "parties", and each individually as a "party".

If Customer has an existing agreement in effect with a LiveU entity for the supply of products, software products, and/or software services (an "Existing Agreement"), then the parties agree that the order shall be governed by, and deemed incorporated into and made a part of, the Existing Agreement (and not this Agreement), in which case, the following terms and conditions shall not apply.

1. Definitions

1.1. "Cloud Service" means the broadcast management functionality provided by LiveU's cloud-based platform, delivered as a service through the internet, with use of the functionality being made through a web-browser. Cloud Service also includes virtual server and virtual server based service.

1.2. "Hardware" means the tangible mechanical components of the LiveU Solution.

1.3. "LiveU Solution" means the video uplink solution components identified in Exhibit 1, including the Hardware, Software, and Cloud Service components.

1.4. "Software" means the object code versions of software, mobile applications, plug-ins, and firmware supplied by LiveU, including firmware embedded in the LiveU Solution, and any documentation, instruction manuals or files, supplied with the LiveU Solution.

2. Terms of Subscription

This Agreement sets forth the terms and conditions under which Customer will subscribe to the LiveU Solution listed in Exhibit 1 (including, as applicable, licenses or services). In the event Customer submits a purchase order in connection with the subscription to the LiveU Solution or services, LiveU will not be bound by terms and conditions in Customer's purchase order or elsewhere. The terms of subscription and licenses and time periods applicable to purchased services are set forth in Exhibit 1. Prices for the LiveU Solution and services are specified in Exhibit 1. LiveU will invoice Customer in accordance with Exhibit 1 and, except as otherwise expressly stated otherwise, payment shall be made on or before thirty (30) days from the invoice date. Where use outside the continental United States is authorized, Customer shall be responsible for all costs, charges, fees, and duties associated with use outside of the continental United States, including without limitation roaming charges. Unless agreed otherwise in an applicable Order, All payments shall be made in United States dollars, without deduction or offset. The prices set forth in Exhibit 1 are exclusive of all sales, excise, use, or similar taxes, duties, and other governmental assessments ("Taxes") on the sale, lease, delivery, installation, and use of the LiveU Solution and services, if any, and payments to be made hereunder, and Customer shall be responsible for such Taxes. If a jurisdiction in which Customer conducts business requires Customer to deduct or withhold Taxes from any amount due to LiveU, Customer must notify LiveU in writing. LiveU will then increase the gross amount of LiveU's invoices so that, after Customer's deduction or

withholding for taxes, the net amount paid to LiveU will not be less than the amount LiveU would have received without the required deduction or withholding. A late payment charge equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate allowed by law will be added to all amounts due under this Agreement if not paid on the due date. In the event of late payment, Customer will also be responsible for the costs associated with collecting the outstanding amounts, including reasonable attorney's fees. In addition, in the event of late payment, LiveU may, with written notice, block Customer's use of the LiveU Solution and/or services (with all ongoing fees due hereunder continuing to accrue during the period when use is blocked) or terminate any services immediately (notwithstanding any notice requirement required in this Agreement with respect to breach); modify the payment terms to require full payment in advance for products and services; and/or require other reasonable assurances to secure Customer's payment obligations, in addition to any other remedies available to LiveU hereunder and by law.

Virtual Server service relies upon the availability and service of an infrastructure-as-a-service provider. The provider has its own acceptable use policy which is applicable to Customer and will be provided at Customer's request. The use of a Virtual Server is provided as a service under a non-exclusive, non-transferable, time-limited authorization to access and use the Virtual Server(s) for the purpose of managing Customer's own broadcasts during a Subscription Term as defined in Exhibit 1. LiveU and its licensors will retain control of and all rights in and ownership of the software applications, source code, processes, methods, logic, format, content, organization, graphics, design, compilation, structure, technology and other related components (including the LiveU portal and website) underlying the Virtual Server service and any improvements, modifications, and changes thereto.

3. Delivery

In the absence of specific written instructions from Customer, the shipping and packaging method used will be at the discretion of LiveU. Deliveries shall be made and risk of loss to the LiveU Solution passes to Customer at LiveU's shipping point. LiveU Solutions will be shipped to Customer's address as set forth in this Agreement, except as Customer otherwise directs in writing. Shipments will be shipped by freight collect, or if prepaid, such freight will be subsequently billed to Customer. At Customer's option, LiveU will insure the shipments against damage to or loss of the LiveU Solution. Any such shipping insurance so

provided by LiveU will subsequently be billed to Customer, and Customer will reimburse LiveU for such expense. The Cloud Service is delivered through a web-browser, that constitutes the Cloud Service and the functionality of the Software being made available through the internet. Software may be delivered electronically, including, with respect to applications, through third party download sites. Upon the expiration or termination of the Subscription Term as defined in Exhibit 1, for any subscribed LiveU Solution, license term, or service period, Customer, at its expense, shall promptly uninstall, pack and ship the relevant LiveU Solution to the location identified by LiveU, including all Hardware and Software (including all copies, summaries, excerpts, extracts or other reproductions) and will confirm to LiveU in writing its compliance with this requirement. Customer shall remain obligated to pay lease, license, and/or service fees, and associated charges, for the relevant units until the units are received by LiveU.

In the event the LiveU Solution is lost, stolen or damaged, then Customer shall be responsible for such loss, theft or damage and shall pay LiveU as follows: (a) in the case of loss or theft, the full replacement fee in an amount equal to LiveU's then-current list price for the LiveU Solution (the "Replacement Fee"), and; (b) in the case of damage, the cost and expense to repair such damage, as determined by LiveU (the "Repair Fee"). No loss, theft, or damage shall relieve Customer of the obligation to pay any fees or other amounts due or that become due or any other obligation hereunder. Customer shall notify LiveU in writing within seven (7) days after any such loss, theft or damage becomes known to Customer, and Customer shall pay the Replacement Fee or Repair Fee, as applicable, to LiveU (as determined by LiveU) within thirty (30) days after such notification. In the case of damage, Customer shall also bear the costs of shipment of the damaged LiveU Solution to LiveU and return shipment of the repaired LiveU Solution. In case the Subscription Period is still in effect when a LiveU Solution is lost, stolen or damaged and after LiveU has received payment of the Replacement Fee or Repair Fee (as applicable), LiveU shall make commercially reasonable efforts to provide a replacement LiveU Solution for the remainder of the Subscription Period.

4. Warranty

LiveU warrants to Customer that: (a) the Software will perform materially in accordance with the functions described in the standard documentation provided with the LiveU Solution for ninety (90) days from the date of delivery of the Software by LiveU, and; (b) the Hardware will perform materially in accordance with the functions described in the standard documentation provided with the LiveU Solution for twelve (12) months from the date of delivery of the Hardware by LiveU, subject to Customer providing LiveU with notice of any breach of warranty during the abovementioned warranty periods.

If the LiveU Solution is found to be defective under this warranty, Customer's exclusive remedy and the entire liability of LiveU under this warranty will be, at LiveU's option, to repair or replace the LiveU Solution at no charge or to refund the price paid for the LiveU Solution. This warranty does not apply to: (a) damage caused by accident, abuse, mishandling, misuse, liquid contact, problems with electric power, or other external cause; (b)

damage caused by service, including modification, alteration, or addition, performed by anyone other than LiveU; (c) damage caused by improper installation or operation of the LiveU Solution not in accordance with product instructions and this Agreement; (d) damage caused by use with a third party product not supplied by LiveU; (e) exterior damage, including broken screens, or consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; or (f) defects caused by normal wear and tear. The warranty set forth above extends to and may be invoked by Customer only. This warranty does not apply to the extent a performance issue arises out of or is related to the performance of any cellular, internet, hosting, or other third party network or infrastructure, or is otherwise due to external interference and LiveU shall have no liability due to the performance or failure of any such network or infrastructure. The LiveU Solution and any other products and services provided by LiveU are not fault-tolerant or designed or intended for use in hazardous environments requiring fail-safe performance and LiveU expressly disclaims any express or implied warranty of fitness for such use and any liability arising out of or connected to such use. No warranty is provided that the LiveU Solution or any other LiveU products, services, or systems meet the legal, regulatory, or other requirements applicable to Customer. EXCEPT AS SET FORTH ABOVE, LIVEU MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE LIVEU SOLUTION OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. LIVEU SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LIVEU SOLUTION AND OTHER MATERIALS AND SERVICES IF ANY, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

5. Maintenance Support

Subject to payment in full of the applicable subscription fees, LiveU will provide maintenance support in accordance with the terms set forth in Exhibit 2. Any enhancements, modifications, or changes made to the LiveU Solution and information provided in the course of supplying support and services hereunder, shall be and remain at all times proprietary to and the sole property of LiveU, and the provisions in this Agreement relating to the confidential and proprietary nature of the LiveU Solution shall apply with equal force and effect to such enhancements, modifications, and changes.

6. Confidentiality

Information disclosed by a party (Disclosing Party) to the other party (Receiving Party) which Disclosing Party designates as being confidential, or which the nature of the information or circumstances of disclosure makes reasonably clear should be treated as confidential, will be considered and referred to herein as Confidential Information, including but not limited to the Software, trade secrets, methods, techniques, processes, and know-how,

in whatever form made available hereunder; third party information with respect to which Disclosing Party has confidentiality obligations; information relating to the above learned by Receiving Party through the inspection of materials or information disclosed by Disclosing Party; notes, analyses, compilations, studies, summaries, containing or based, in whole or in part, on any information included in the foregoing; and information of Disclosing Party's affiliates that meets the foregoing definition. Receiving Party agrees to accept and use the Confidential Information solely for the purpose of exercising its rights and performing its obligations under this Agreement ("Purpose"). Receiving Party will not disclose, publish, disseminate, or otherwise provide access to Confidential Information to any third party other than to its affiliates and consultants with a need to know directly related to the Purpose who are equally bound by confidentiality obligations at least as restrictive as the terms herein (with no provision for further disclosure). Any disclosure or use of Disclosing Party's Confidential Information by such affiliates and advisors that is inconsistent with the terms contained herein shall be considered a breach by Receiving Party. All Confidential Information and any derivatives thereof, are and shall remain the exclusive property of Disclosing Party. Except for the limited right to use for the Purpose contained herein, neither the execution of this Agreement nor the delivery of any information hereunder shall be construed as granting, either expressly or by implication, estoppel or otherwise, any right or license in the Confidential Information. The obligations relating to the use and protection of Confidential Information shall survive termination or expiration of this Agreement. Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to Disclosing Party that may be difficult to ascertain. Accordingly, Receiving Party agrees that Disclosing Party, without prejudice to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce the rights and obligations contained in this Agreement without the necessity of proving actual damages, posting bond, or making any undertaking in connection therewith.

7. Proprietary Rights and Limitations

7.1. Hardware. LiveU Solution is leased under the subscription terms of this Agreement by Customer. Customer is authorized to use the Hardware during the Subscription Term (as defined in Exhibit 1), in compliance with the documentation accompanying the LiveU Solution, for Customer's own video broadcasting requirements. The leased LiveU Solution units shall remain personal property of LiveU and Customer obtains no right or interest in the leased LiveU Solution Hardware except a limited right to use the Hardware during the applicable Subscription Term. Customer shall hold the LiveU Solution Hardware subject and subordinate to the rights of LiveU. Customer, at its own expense, shall keep the Hardware in good repair, appearance and condition, other than normal wear and tear.

7.2. Software. All Software supplied by LiveU is licensed, not leased or sold, under a limited, nonexclusive and nontransferable license to use such Software, as an integrated part of the LiveU Solution on which it is delivered (when delivered as an embedded or integrated part of the LiveU Solution) or otherwise solely for the purpose of making authorized use of the LiveU Solution, in connection with Customer's own video uplink requirements. Such license does not include Software source code. Software supplied to Customer is LiveU Confidential Information. Customer may make machine-readable copies of software programs, applications, and plug-ins for disaster recovery and testing purposes. Copies of documentation may be made by Customer for internal use. Customer shall reproduce all titles, trademark and copyright symbols and legends, and other markings, on all copies of the Software. This license covers the number of LiveU Solution units indicated in Exhibit 1 and is limited in time to the Subscription Term.

7.3. Cloud Service. The Cloud Service is provided under a non-exclusive, non-transferable, time-limited authorization to access and use the Cloud Service for the purpose of managing Customer's own broadcasts during the period covered by Customer's order. LiveU and its licensors will retain control of and all rights in and ownership of the Cloud Service, including, without limitation, the underlying software applications, source code, processes, methods, logic, format, content, organization, graphics, design, compilation, structure, technology and other related components (including the LiveU portal and website) and any improvements, modifications, and changes thereto.

7.4 All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, and trade secrets), whether registered or unregistered, evidenced by or embodied in and/or attached/connected/related to the LiveU Solution, or part thereof, and any modifications or improvements thereof, are and shall be owned exclusively by LiveU and its licensors. This Agreement does not grant any right to manufacture the LiveU Solution. Customer may not itself, or through any parent, subsidiary, affiliate, agent or other third party: (i) sell, lease, export, distribute, license, or sublicense the LiveU Solution to any third party; (ii) decompile, disassemble, or reverse engineer, benchmark, or make any additions or modifications to, the LiveU Solution or bypass any operational element of or exceed the authorization to use the LiveU Solution; (iii) use, copy, reproduce, write or develop any derivative software or any other software program or product based upon all or any part of the LiveU Solution or LiveU Confidential Information; (iv) upload, introduce, or otherwise use with the LiveU Solution materials containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) grant a security interest in or encumber the LiveU Solution; (vi) disclose, make available to, or permit use of the LiveU Solution by any third party; (vii) use the LiveU Solution in any manner directly or indirectly related to or in connection with the operation or management of any business for the benefit of third parties, including without limitation a timeshare, facilities management, outsourcing, service bureau, testing facility, or data processing services; or (viii) use the LiveU Solution in violation of any statute, regulation, rule, or other legal

requirement. Applications licensed by Customer may be downloaded and used only by Customer employees, such employees may be required to accept additional terms for the download and use of applications, including terms that are required by the device manufacturer or third party download sites. Customer will be responsible for the adherence of its employees to the terms and conditions contained in this Agreement and to any additional terms associated with the download and use of the application. Modems provided with a LiveU Solution may be used only with that LiveU Solution (and, for the avoidance of doubt, may not be removed from the LiveU Solution or used with any other device). LiveU may collect information about use of the LiveU Solution, including use and performance data. This information may be used to derive statistical and performance information related to the provision, operation, and use of the LiveU Solution for use by LiveU to support and improve the LiveU Solution, develop additional products and services, and otherwise for LiveU's business purposes. LiveU may make such information publicly available in an aggregated and anonymous manner that does not include information that would enable the identification of Customer. LiveU shall have all rights, title, and interest in and to such information. The LiveU Solution includes and makes use of certain third party hardware and software components. Third party components are delivered by LiveU as-is and the terms and conditions associated with such components are provided with the components, detailed in a text file accompanying the Software, or otherwise will be supplied as required. LiveU provides no warranty with respect to such third party components and shall have no liability in connection with third party components other than the limited obligation to repair or replace such third party components or provide a refund to meet the LiveU Solution performance warranty set forth in Section 4. The LiveU Solution is subject to United States export laws and regulations. Customer acknowledges and undertakes that the LiveU Solution or underlying information or technology may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Iraq, Lebanon, Iran and Syria; and (ii) to any entity in control of an entity which is located/registered in the countries in section (i). Customer may not export or re-export the LiveU Solution without all necessary United States and foreign government licenses and approvals. Without limiting the foregoing, (i) Customer represents that it is not named on any US government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit any party to access or use the LiveU Solution in violation of any US export embargo, prohibition or restriction. Customer is responsible for evaluating any legal requirements applicable to Customer's use of the LiveU Solution and LiveU shall have no responsibility or liability for any such requirements.

8. Limitation of Liability

8.1 IN NO EVENT WILL LIVEU BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR RE-PROCUREMENT OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS

AGREEMENT, THE FURNISHING, PERFORMANCE OR USE OF THE LIVEU SOLUTION, INCLUDING THE SOFTWARE, HARDWARE, CLOUD SERVICE, AND DOCUMENTATION, OR ANY MATERIALS OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF LIVEU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIVEU'S MAXIMUM LIABILITY (INCLUDING FOR ALL DAMAGES, COSTS, LIABILITIES, AND OTHER AMOUNTS) UNDER THIS AGREEMENT AND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE LIVEU SOLUTION, INCLUDING THE SOFTWARE, HARDWARE, CLOUD SERVICE AND ANY MATERIALS OR SERVICES PROVIDED HEREUNDER, WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED IN THE AGGREGATE, THE PRICE ACTUALLY PAID BY CUSTOMER FOR THE LIVEU SOLUTION UNIT DIRECTLY INVOLVED IN THE ACTION OR EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ONE OR MORE REMEDIES FAILS OF ITS ESSENTIAL PURPOSE.

8.2 WHEN CUSTOMER PURCHASES A DATA PLAN, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS (TOGETHER REFERRED TO AS "CARRIER") AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LIVEU AND THE CARRIER. THE CARRIER HAS NO RESPONSIBILITY FOR PROVIDING SUPPORT OR CUSTOMER SERVICE OF ANY KIND TO CUSTOMER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE. WITHOUT DEROGATING FROM THE FOREGOING, IN NO EVENT SHALL CARRIER BE LIABLE FOR ANY COST, DELAY, FAILURE, OR DISRUPTION OF THE DATA SERVICE, LOST PROFITS, OR INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR WILL THE TOTAL LIABILITY OF CARRIER EXCEED THE AMOUNT CHARGED TO CUSTOMER FOR THE DATA SERVICE. THE CARRIER CONTROLS AND LIMITS LIABILITY AND OBLIGATIONS ASSOCIATED WITH DATA SERVICE, INCLUDING ACCORDING TO THE LAWS, RULES, AND REGULATIONS APPLICABLE TO THE CARRIER, AND CHANGES TO SERVICE AVAILABILITY (INCLUDING AVAILABILITY IN ANY PARTICULAR COUNTRY), RATE INCREASES, CHANGES TO THE METHODS OR MEASURES USED TO TRACK, CALCULATE, OR CHARGE FOR SERVICE OR DATA USAGE, SERVICE OR DATA USE LIMITS, AND CHANGES TO TERMS AND CONDITIONS MADE BY EACH CARRIER, INCLUDING IF THE CARRIER SUSPENDS OR TERMINATES SERVICE, MAY BE FLOWED DOWN AND APPLIED BY LIVEU TO CUSTOMER BACK-TO-BACK. CARRIER SERVICE MAY BE TEMPORARILY LIMITED OR INTERRUPTED DUE TO NATURAL OR ARTIFICIAL CONDITIONS OR DUE TO

USAGE CONCENTRATIONS, UPGRADES OR OTHER MODIFICATIONS, OR REPAIRS. THE CARRIER DOES NOT GUARANTEE THE SECURITY OF TRANSMISSIONS. NUMBERS PROVIDED TO CUSTOMER REMAIN UNDER THE CONTROL OF THE CARRIER, CUSTOMER HAS NO PROPERTY OR OTHER RIGHTS IN ANY NUMBER AND CUSTOMER MAY BE REQUIRED TO CHANGE NUMBERS FROM TIME-TO-TIME.

9. **Termination**

Either party may, by written notice, terminate this Agreement if any of the following events occur: (i) the other party is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the party gives written notice of such breach; or Customer (ii) the other party terminates or suspends its business, (iii) the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iv) the other party becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes. Within thirty (30) days after the date of termination of this Agreement for any reason whatsoever, Customer shall return to LiveU the Software, Hardware and all LiveU Confidential Information, including all copies and documents and other material which contain or otherwise reflect the Software and Confidential Information. Termination or expiration of this Agreement shall not affect any liability including any payment obligations incurred or accrued by Customer prior to the effective date of termination or expiration. All payment obligations, as well as, the provisions of Sections 6, 7, 8 and 10 will survive expiration or termination of this Agreement.

10. **Miscellaneous**

10.1 The Cloud Service relies upon the availability and service of the data center where the Cloud Service platform is hosted ("Host Data Center"). The current Host Data Center has its own acceptable use policy and will be provided to Customer upon request. Customer shall keep any log-in credentials, passwords, and/or private keys provided to Customer confidential and secured and these may be used only for Customer's internal use and may not be sold, transferred, or sublicensed. Customer will be responsible for actions taken by its users of the CloudService, virtual server, and data service and use of the log- in credentials, passwords, and/or private keys provided to Customer. If Customer violates an Acceptable Use Policy or rule or authorizes or helps others to do so or Customer's use of the Cloud Service or virtual server or data service otherwise causes loss, damage, or liability to the Host Data Center, Server Provider, or Carrier, Customer will indemnify and hold the Host Data Center, Server Provider, Carrier, and LiveU harmless from any damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to such violation or use and LiveU may suspend, terminate, or restrict access to and use of the Cloud Service, virtual server, or data service. LiveU or the Host Data Center, Server Provider, or Carrier may monitor Customer use when required in order to respond to an alleged violation of an acceptable use policy or pursuant

to any legal process or statutory requirement. If LiveU or the Host Data Center, the Server Provider, the Carrier is obligated to respond to a third party subpoena or other compulsory legal order or process connected to Customer's use, Customer will reimburse LiveU for reasonable attorneys' fees and time and materials spent responding to the third party subpoena or legal order. LiveU may terminate the Cloud Service, without liability, if the Host Data Center terminates or substantially changes its provision of products or services to LiveU or if such termination is reasonably necessary to comply with the law or orders of any governmental entity. LiveU shall have no responsibility or liability for service level, security, backup, or other failures of the Host Data Center, Server Provider, or Carrier including changes to or the discontinuance or deprecation of its service. LiveU may change its Host DataCenter, Server Provider, or Carrier in which case the foregoing shall apply to the replacement service.

10.2 This Agreement contains the entire agreement of the parties and supersedes all previous communications, representations, understandings and agreements, oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Customer may use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of LiveU to object to such terms, provisions or conditions. There are no third-party beneficiaries to this Agreement or to individual purchase orders between LiveU and an individual Customer. This Agreement may not be amended, except by a writing signed by both parties. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed stricken and the remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties will replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable. Customer may not transfer any right in or possession or control of the LiveU Solution. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part. Any assignment or transfer made contrary to the foregoing shall be null and void.

10.3 Any claim, dispute or controversy under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in London, United Kingdom without regard to principles of conflict of laws and without regard to the United Nations Convention on the International Sale of Goods or the

Uniform Computer Information Transactions Act as enacted in any state. Customer hereby irrevocably and unconditionally submits to the personal jurisdiction of such courts and waives any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. If, however, LiveU is LiveU, Inc., then the aforesaid courts shall be substituted with the "competent courts of the State of New Jersey, USA". Notwithstanding the foregoing, LiveU reserves the right to seek equitable relief in any court worldwide of competent jurisdiction. Furthermore, Customer: (a) agrees that any proceedings to resolve or litigate any claim, dispute or controversy will be conducted solely on an individual basis (and not in any class action or class-wide proceeding), and that Customer may initiate such proceedings only on its own behalf; (b) hereby irrevocably and unconditionally waives the right to litigate such claims, disputes, or controversies in court before a jury; and (c) agrees not to participate in claims, disputes, or controversies brought in an attorney general or representative capacity, or in consolidated claims, disputes, or controversies involving another person's claim, dispute, or controversy. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or connected to this Agreement. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered in person, sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address first set forth above. This Agreement may be executed in separate counterparts. A signature transmitted by facsimile transmission or electronic image such as a pdf shall be effective.

EXHIBIT 1

1. LIVEU SERVICES, PRODUCTS AND FEES:

As stated in the applicable Order.

2. SUBSCRIPTION TERM, RENEWAL, TERMINATION, AND TERRITORY

- 2.1. Subscription Term: As of the Effective Date and for the period stated in the applicable Order. Notwithstanding, following ninety (90) days as of the Effective Date Customer will have a onetime right to terminate the Agreement without cause subject to a thirty (30) days prior written notice to LiveU ("Onetime Termination Right"). In case the Customer did not exercise its Onetime Termination Right, the Onetime Termination Right shall be null and void. For the avoidance of doubt, the Onetime Termination Right shall not apply with respect to any order and/or Order that are received by Company following ninety (90) days as of the Effective Date.
- 2.2. Renewal and Termination: The Subscription Term shall renew automatically for the successive twelve (12) months period. Either party may give a written notice to the other of its intention not to renew at least thirty (30) days prior to the expiration of the Initial Subscription Period.
- 2.3. If applicable to Customer, and subject to a minimum Subscription Term of twenty four (24) months as of the date of delivery of LiveU Solution, Customer is permitted to a temporary cessation of the services under this Agreement for a defined period of time due to the nature of its business and in any event shall not increase a period of six (6) months ("Temporary Cessation Period"). Customer and LiveU agree that no fee will apply during the Temporary Cessation Period as long as there is no usage of the LiveU 360 plan during the Temporary Cessation Period. If Customer uses the LiveU 360 during the Temporary Cessation Period, then Customer shall pay LiveU the full subscription fee for each applicable month in which the LiveU 360 was used, upon receipt of the applicable invoice. If applicable to Customer the Temporary Cessation Period shall be as stated in the applicable Order.
- 2.4. Territory: as stated in the applicable Order. LiveU 360 Solution may be used outside of Territory subject to the Roaming Activation terms below.

3. ADDITIONAL TERMS FOR SUBSCRIPTION

- 3.1. Payment of any invoices by Customer shall be made on or before thirty (30) days from the date of the invoice.
- 3.2. LiveU will invoice Customer for subscription fees on a quarterly basis in advance
- 3.3. Customer shall be invoiced with respect to Self Services Activations (On Demand), including roaming in accordance with actual usage of Customer and subject to the pricing stated in section A above.
- 3.4. LiveU Solutions leased under the subscription terms of this Agreement are delivered with Dual-SIM modems configured with (i) a bank of SIMs associated with a Continental United States data plan (use permitted within the Continental United States only) or other single country or area (local) data plan as agreed; and (ii) a bank of SIMs configured with International Roaming SIMs (use permitted in any country on the list of supported countries provided separately by LiveU).

4. DATA PLANS

4.1. Fair Usage Policy Data Plan:

According to the Fair Usage Data Plan, is provided to Customer ("FUDP"), FUDP include terms that are applicable to Customer. FUDP is designed to prevent fraud and abuse of LiveU data services. Subject to this FUDP, Data Plans allows unlimited data use ("Unlimited Data Plans"). LiveU's data service is for use

only in accordance with the FUDP ("Legitimate Use"). The following is a non-exhaustive list of practices that would not be considered Legitimate Use:

- 4.1.1. 24x7 streaming;
- 4.1.2. Usage do not follow reasonable business patterns and behavior of customers with similar business needs as the Customer;
- 4.1.3. Data usage that exceeds 125GB per channel per month for a period of consecutive two (2) months and on average through all of Customer's LiveU Solutions. For purposes of this Agreement, "channel" is defined as a camera input on the field unit, noting that some field units support multiple camera inputs.
- 4.1.4. Any usage of a sim card licensed/granted from LiveU in breach of this Agreement, including usage of such sim card in any other hardware including LiveU products sold or leased not under this Agreement;
- 4.1.5. Unless permitted under this Agreement, disclosing, making available to, or permit use of the LiveU Solution (including the sim card licensed/granted from LiveU) by any third party;
- 4.1.6. Use the LiveU Solution in any manner directly or indirectly related to or in connection with the operation or management of any business for the benefit of third parties, including without limitation a timeshare, or data processing services;
- 4.1.7. Use the LiveU Solution in violation of any statute, regulation, rule, or other legal requirement.

Other practices may be relevant in determining Legitimate Use and LiveU reserves the right to take any unlawful, prohibited, abnormal, or unusual activity into account in making its determination.

LiveU will monitor Customer's usage in accordance with FUDP and in case Customer performs actions that would not be considered as Legitimate Use, LiveU will promptly provide Customer with notice of improper usage ("Improper Usage Notice"). During a period of sixty (60) days as of the date of the Improper Usage Notice the Parties shall negotiate the terms of the continuation of the Agreement. During such sixty (60) days period, LiveU, at its discretion, may offer different services. Following the period of sixty (60) and if the Parties did not reach mutual agreement, LiveU may, at its option, terminate the Agreement. Termination of this Agreement under this section shall not affect any liability, including any payment obligations, incurred or accrued by Customer prior to the effective date of termination.

4.2. Priority Data Service

During the Subscription Term, US-based Customer shall receive a US-based LiveU 360 field unit configuration with a data plan that includes up to 20GB of Prioritized Data Per Month Per SIM ("Priority Data Service"). Usage of the Priority Data Service is limited to 20 GB per month per SIM; after 20 GB have been used, all traffic is handled on a "best efforts" basis (same as non-priority service). The above-mentioned Priority Data Service of 20GB is a part of Customer's applicable data plan for usage in Continental United States and subject to terms of such plan and usage limit. Any unused Priority Data Service usage below the 20GB limit will be forfeited at the end of the applicable month, cannot be carried over and are not subject to refund.

4.3. Self-Service Activations

In case that Customer performs self-service activation of certain features and services via LiveU Central management platform (for example PRO2, PRO4, 4K or Global Roaming) (collectively "Self-Service Activations"), the following terms shall apply in addition to the terms of the Agreement:

- 4.3.1. Prior to any Self-Service Activations, Customer shall be required to contact LiveU for registration in LiveU records for the Self-Service Activations program ("Self-Service Activations On-Demand Registration");
- 4.3.2. For the purpose of this Agreement "Self-Service Activation Event/s" shall mean a live transmission for a time frame that shall not exceed twenty eight (28) calendar hours (00:00 to 03:59 of the

next day, in the relevant time zone). Self-Service Event will be for a period of either twenty eight (28) calendar hours, or fifty two (52) calendar hours, or seventy six (76) calendar hours and in any case a Self- Service Event shall be for a minimum period of twenty eight (28) calendar hours;

4.3.3. Following Self-Service Activations On-Demand Registration, any Self-Service Activation Event requires an activation by the Customer. The Customer shall be required to book the Self-Service Activation Event via LiveU Central management platform ("Self-Service Activations Request"). The Self-Service Activation Event Request should be submitted no later than two (2) hours before the start of the applicable Self-Service Activation Event and shall include unit details and date and time of the Self-Service Activation Event. Following the approval of the Self-Service Activation Event Request, LiveU shall activate and deactivate the Self-Service Activation license automatically in accordance with the data provided in the Self-Service Activation Event Request. Customer acknowledges and agrees that deactivation shall be without prior notification. Cancellation of Self-Service Activation Event is permitted no later than two (2) hours before the start of the applicable Self-Service Activation Event and Customer shall be required to issue a cancellation request via LiveU Central.

4.3.4. Customer shall pay a "Fixed Self-Service Activation Fee" as stated in the table in Section A above per each Event, in the month thereafter, and at the end of each month Customer shall be billed for the total number of Self-Service Activation Events during the applicable month ("Self-Service Activation Event Fee") and LiveU will invoice Customer in accordance with the payment terms of the Agreement.

5. **Maintenance services**

Maintenance services are included at no additional charge for the Subscription Term are as stated in Exhibit 2 attached hereto.

EXHIBIT 2

Platinum Support Level

LiveU's Platinum support plan includes the following services:

1. Support

- 1.1. Support and remedial services shall be performed by LiveU at its premises, when necessary, employing remote diagnostic procedures. Customer shall provide means for LiveU to perform remote diagnostic procedures and to deliver Updates, revisions and enhancements electronically. Customer will provide reasonable assistance as necessary for the performance of support services, including by providing a detailed description of any problems encountered and access as needed to Customer systems and personnel. Technical support does not cover units damaged as result of misuse, alteration, improper installation or repair, or improper testing or support related to third party hardware, software, network or related systems.
- 1.2. LiveU will repair or replace defective hardware as stated above. Replacement may be with new, remanufactured, or reconditioned hardware. Customer shall deliver defective hardware to LiveU on or before five (5) days from LiveU's shipment of replacement hardware and Customer assumes the risk of damage or loss in transit. Customer will pay the shipping charge. In the event the defective hardware is not returned to LiveU, Customer will be charged for the replacement hardware shipped, according to LiveU's then-standard pricing, up to the full Purchase Price. LiveU shall be entitled to assess Customer a reasonable evaluation fee for any LiveU Solution returned for service that LiveU determines to be "No Trouble Found".
 - 1.2.1. Proactive monitoring of field units and servers by LiveU Network Operations Center (NOC) 24 hours a day.
 - 1.2.2. Around-the-Clock Telephone, email and Chat support: LiveU support team will provide support to Customer 24 hours a day, seven days a week, and 365 days a year.
 - 1.2.3. Initial response time for phone calls: LiveU support team will respond to service requests by phone around the clock.
 - 1.2.4. Chat support offering quick response, 24/7, 365 days a year.
 - 1.2.5. Initial response time for emails: LiveU support team will respond to service requests up to 15 minutes as of the receipt of the email.
 - 1.2.6. Access to reports and dashboards displaying on-line support statistics via LU Central;
 - 1.2.7. Consulting services for onboarding - consult with a LiveU expert about best practices and integrations for up to 16 hours.
 - 1.2.8. Eligibility for using LiveU "Demo Room", allowing customers to experience the wide portfolio of products and services from remote Access will be provided for up to 3 hours each twelve (12) months of the Subscription Term.
 - 1.2.9. Coverage for batteries internal to the LiveU Solution is included.

1.3. Hardware

- 1.3.1. LiveU will replace faulty units and servers, from the acknowledgment of the RMA by LiveU Support team as follows:

Territory	
United States of America and Canada	Next business day delivery. If acknowledged after 02:00 PM (GMT -4) – 2 business days
European Union	Next business day delivery. If acknowledged after 02:00 PM (GMT+3) – 2 business days

- 1.3.2. Replacement units may be new or refurbished.
- 1.3.3. A unit with Hardware failure shall be deactivated by LiveU and returned to LiveU's service centers at Customer expense within 5 business days after the failure was approved by LiveU's support team.
- 1.3.4. One standby field unit will be provided to Customer subject to Customer holding at least eight (8) of the same type of field units covered by a Platinum SLA in effect per Customer Location(s). A "Customer Location" is defined as separate locations that include both LiveU field units and LiveU receivers. The

standby field unit will be activated on demand following a request by Customer. A standby field unit may be used as a hot spare or as a short-term rental unit for an additional fee.

- 1.3.5. Notwithstanding the terms of section 3 of the Agreement, in case a LiveU Solution unit that was leased under the terms of the subscription by Customer is lost, stolen or damaged and cannot be repaired, the obligation of Replacement Fee or Repair Fee (as defined in section 3 of the Agreement) shall be waived by LiveU once in each twelve (12) months of the Subscription Term per each LiveU Solution unit ("Waived Replacement"). Customer will bear the costs of shipment of Waived Replacement and an amount of USD six hundred (\$600) for handling fees. The terms of this Waived Replacement policy may be changed by LiveU from time to time.
- 1.3.6. Upon release of new version of unit that is similar in price of the subscribed units under the Agreement, if the remaining Subscription Term is at least (12) months, Customer is entitled to an upgraded unit at the same monthly subscription fee within eighteen (18) months as of the date release of such new version. Customer shall fully cooperate with LiveU support team in order to avoid an overlap of old and new units in the field at any one time.

1.4. Software

- 1.4.1. Managed Software upgrades: LiveU will provide and manage the upgrade process. In case Customer requires assistance with a software upgrade, Customer shall request and coordinate the process with LiveU support 72 hours in advance, assuring the availability of a LiveU support engineer.
- 1.4.2. Software Updates (Patches and fixes): free software Updates and bug fixes;
- 1.4.3. Software Upgrades (New features): software upgrades as part of LiveU's generic software release roadmap. This includes all the added features and functionality to the generic LiveU system.
- 1.4.4. Some features may be subject to licensing and may not be a part of upgrades.

1.5. Audit and health check

- 1.5.1. An annual remote "Health Check" audit once a year that is performed by LiveU Support team;
- 1.5.2. Ad-hoc "Health Check" prior to major Customer events is offered as part of the subscription.
- 1.5.3. Health checks will be provided upon Customer's request.

1.6. Device Pairing

- 1.6.1. Units covered by Platinum SLA may be paired (added to inventories) unlimited times.

1.7. Dedicated Support Resources (Remote)

- 1.7.1. Customer is entitled to request allocation of support resources for supporting large scale events, subject to the availability of support resources at the time of the event and as long as the request was presented to LiveU Support at least 72 hours prior to the event;
- 1.7.2. A support engineer will be allocated for up to 5 hours each twelve (12) months of the Subscription Term.

1.8. Training

- 1.8.1. Customer is eligible to participate in "Walk Through" Live Webinars facilitated by LiveU following new version releases;
- 1.8.2. Customer is eligible to enhanced training program including: training courses (articles, video tutorials webinars, on-site training), additional training materials for Customer to be used for training end users, including user guides, updates and relevant documentations.

1.9. Servers

- 1.9.1. Hardware support involving repair or replacement of servers will be provided by LiveU or LiveU's local partner, when applicable, for dispatch and deployment ("Advanced Replacement");
- 1.9.2. A server with Hardware failure shall be deactivated by LiveU and returned to LiveU's service centers on Customer expense within 5 business days after the failure was approved by LiveU's support teams; Replacement servers may be new or refurbished;
- 1.9.3. Software Updates (Patches and fixes): free server software Updates and bug fixes;

2. **Additional Support Terms**

2.1. **Definitions**

Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement:

“Customer Support Request” means a request for correction of an Error or other request for Support Services, which is submitted by Customer to LiveU.

“Problem” means an error in the LiveU Solution which materially degrades the use of the LiveU Solution.

“Critical Priority” Problem is considered a problem that renders the LiveU Solution inoperative or causes the LiveU Solution to fail catastrophically.

“High Priority” Problem is considered a problem that significantly degrades performance of the LiveU Solution or materially restricts use of the LiveU Solution but does not rise to the level of a Priority A Error.

“Priority Medium” Problem is considered a problem that causes some impact on use of the LiveU Solution.

“Priority Low” Problem is considered a minor problem that has no significant impact on the use of LiveU Solution.

“Updates” means minor functional and technical upgrades of the Software, which may include, for example, some minor new features and/or patches and/or bug fixes. Updates are typically indicated by a number to the right of the decimal point (for example, version 3.3 is an Update of Version 3.2).

“Upgrades” means a new generally-available release of the Software that includes significant new features, functionality and/or enhancements. Upgrades are typically indicated by a number to the left of the decimal point (for example, Version 4.0 is an Upgrade from version 3.3).

2.2. **Support Services**

During the Subscription Term, and subject to Customer’s compliance with the terms of the Agreement and this Exhibit, including without limitation payment of any applicable fees, LiveU shall make commercially reasonable efforts to respond to Customer Support Requests (within the target response times specified herein, if applicable). Such response may entail the provision of Software Updates, assistance with problems in the Software and/or repair or replacement of Hardware.

2.2.1. Updates.

LiveU shall provide Updates to Customer at the same time that the relevant Updates are generally released by LiveU to its other customers and licensees. Notwithstanding the foregoing, all Updates shall be supplied and installed according to LiveU’s then prevailing policies. To the extent that LiveU makes Updates available to Customers, such Updates shall be considered Software for the purposes of this Agreement.

2.2.2. Assistance with problems.

LiveU will work with the Customer Contact (defined below) to identify the problem and shall use commercially reasonable efforts to resolve the problem as follows (“Error Resolution”):

Priority “Critical” Problem : a workaround or local fix.

Priority “High” Problem: by providing a workaround or local fix if one is necessary, or by addressing the Error in an upgrade.

Priority “Medium” Problem by addressing the Error in an upgrade, as soon as such becomes available

Without derogating from any other term set forth herein, LiveU’s obligation to provide an Error Resolution to Customer is subject to such Customer providing LiveU with all relevant information concerning such Error and any other particulars requested by LiveU, so that LiveU may reproduce the Error on LiveU’s

own system. Customer acknowledges that LiveU may not be able to reproduce or address the Error without the foregoing information.

2.2.3. Communication Requirement

Customer shall keep LiveU informed as to any Errors or Problems encountered with the LiveU Solution and any resolutions arrived at for those problems by Customer.

2.2.4. Customer Contact

Customer is required to appoint one (1) contact person who will be authorized by Customer to make Customer Support Requests to LiveU ("**Customer Contact**"). The name and contact details, including the email address and phone number, of the Customer Contact must be provided to LiveU in writing by sending an email to help@liveu.tv (for Customers in the US or Latin America) or support@liveu.tv (in all other countries). Customer may change its Customer Contact at any time by sending an email notice thereof to LiveU at the applicable email address as specified above. Only the Customer Contact may make a request for support services to LiveU, and LiveU is not under any obligation to respond to any such request from any other Customer representative.

2.2.5. Notification Methods

Any Customer Support Request must be submitted to LiveU via: (i) email at help@liveu.tv (for Customers in the US or Latin America) or support@liveu.tv (in all other countries); or (ii) 1-(877)-88-LiveU (54838) (for Customers in the US or Latin America) or 1-(609)-997-0600 (in all other countries); (each a "Notification Channel"). LiveU is not under any obligation to respond to any Customer Support Request that is not submitted via one of the Notification Channels. Additional communication channels may be available as described in LiveU SLA Policy (chat, web etc.)

2.2.6. Exclusions

LiveU shall have no obligation to provide support services under this Agreement in connection with: (i) altered or modified LiveU Solutions; (ii) LiveU Solutions that are not the current version; (iii) LiveU Solutions problems caused by Customer's (or third party's) misuse, negligence, hardware malfunction, modification of the LiveU Solutions, or other causes beyond the control of LiveU; or (iv) LiveU Solutions that have been installed or are being used in a way that is inconsistent with LiveU's written instructions or Documentation or in breach of this Agreement. For avoidance of doubt, Customers that directly buy third party equipment such as servers must comply with LiveU specifications in order to ensure the high level performance of LiveU equipment and benefit from LiveU support.

2.2.7. Software Upgrades

To the extent that LiveU provides an Upgrade, such Upgrade shall be considered Software for the purposes of this Agreement.

2.2.8. Professional Services

For the avoidance of doubt, the following services are not provided under this Agreement: (i) any support services that are requested as a result of Customer (or any other third party) misusing the LiveU Solution or failing to comply with the Documentation or LiveU's written instructions; (ii) the installation of Upgrades; (iii) the development and supply of special or user-specific developments; (iv) integration of LiveU Solution with third-party hardware or software; and/or (v) training with respect to use of the LiveU Solution. In addition, if it is found that an error which was reported to LiveU is not an Error in the LiveU Solution as described in this Exhibit, LiveU will have the right to charge Customer for the time spent in handling and diagnosing the matter, at its then-current standard hourly rates.