

TERMS AND CONDITIONS OF AMAGI PLAYOUT SERVICES ON AWS MARKETPLACE The following terms and conditions of Amagi playout services on AWS marketplace (these "Terms") govern the provision by Company of, and the access of Customer to, the Services. These Terms, and the attachments hereto, if any, executed with respect to the Services shall be referred to as the "Agreement". Company and Customer are each referred to as a "Party" and collectively referred to as the "Parties".

1. DEFINITIONS

1.1. "Access Credentials" means password or other authentication credentials that are issued by Company to Customer to enable access to the Services.

1.2. "Authorized Users" means persons authorized by Customer to access and use the Services, which may include the employees, consultants or agents of Customer acting on Customer's behalf.

1.3. "AWS Marketplace" means the digital technology platform controlled and operated by Amazon Web Services, Inc. that enables access and use of the Services.

1.4. "Cloud" means an AWS cloud storage account that is operated by Company to provide the Services.

1.5. "Company" means Amagi Corporation, a company established under the laws of Delaware, USA, and having its office at 11 Park Pl, New York, NY 10007, USA.

1.6. "Content" means text, graphics, photographs, audio, video or other content, including any information and data.

1.7. "Customer" means a person or any entity identified as a customer on the Service Order.

1.8. "Customer Content" means Content that is generated, uploaded on, or transmitted through the Cloud by Customer or Authorized Users in relation to the access and use of the Services.

1.9. "Service(s)" means the services offered by Company through AWS Marketplace as set out on the Service Order.

1.10. "Services Commencement Date" means the date Customer is provided with Access Credentials.

1.11. "Software" means computer programs, code or firmware which is owned by Company or its affiliates or licensors and that is used by Company to provide the Services or portions thereof.

1.12. "Third Party" means any other party other than Company, Customer and their respective affiliates.

2. SERVICES

2.1. Subject to Customer's payment of the Fees, Company hereby grants, and Customer hereby accepts, a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the Services in accordance with the terms of this Agreement. The right under this Section is granted for the Term and for the purposes of Customer's internal business operations. Except as provided herein Customer does not obtain any rights to the Services, including intellectual property rights thereto under this Agreement. Customer acknowledges and agrees that Company or its licensors retain all rights, titles and interests in Software and the Services and no title to, or ownership of, intellectual property in the Software or the Services is transferred pursuant to this Agreement. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance the terms hereof.

2.2. Company may make changes to this Agreement from time to time. Company will provide at least thirty (30) days' advance notice before the change becomes effective. If Customer does not agree to the revised Agreement, Customer may terminate this Agreement within thirty (30) days of the notice by providing written notice of termination to Company.

2.3. Customer will be notified of the maximum number of Authorized Users permitted to access and use of the Services. Access Credentials for the access and use of Services will be made available to Customer soon after subscription to the Services. Customer shall be responsible for maintaining the security of the Access Credentials and all uses of Customer's account with or without Customer's knowledge or consent.

2.4. Support shall be provided over email seven (7) days a week during the regular business hours of Company.

3. CUSTOMER OBLIGATIONS

3.1. Customer shall use the Services only in compliance with the terms of this Agreement and all applicable laws and regulations.

3.2. Customer is responsible for the Customer Content, even if Customer is not the creator of the material comprised in such Customer Content. Customer hereby represents and warrants that: (a) Customer has ownership or license rights to all intellectual property contained in the Customer Content; (b) Customer represents that the Customer Content is not defamatory, slanderous, libelous or obscene; and (c) that the use of Customer Content by Customer or its Authorized Users does not breach any laws, regulations, or rules of any industry self-regulatory organizations.

3.3. Customer is responsible for obtaining all necessary consents and authorizations from relevant authorities in, and must comply with the applicable laws of, any country where the Customer Content is transmitted and/or received.

3.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services.

3.5. Customer shall not, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Software or the Services; (b) reverse engineer, disassemble, or decompile any Software to derive the source code; (c) access or use the Services in order to avoid incurring fees or exceeding usage limits; or (d) remove, modify or obscure any intellectual property or proprietary rights of Company and its licensors.

3.6. All rights granted to Customer under this Agreement are conditional on the continued compliance of Customer with this Agreement, and such rights will automatically and immediately terminate if Customer or Authorized User do not comply with the terms of this Agreement.

3.5. If Company in its sole discretion determines that Customer is in breach of the provisions of this Section, then Company may suspend any or all of the Services.

4. CUSTOMER LICENSES

4.1. Customer hereby grants, and Company hereby accepts, a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to copy, store, display and deliver the Customer Content in connection with the provision of Services and performance of its obligations hereunder.

Customer hereby grants to Company a non-exclusive, worldwide, royalty-free, fully paid up, non-transferable right to use the trademarks of Customer, during the term of this Agreement, solely in connection with the performance of the Services and in connection with its public relations, marketing and promotional events.

5. REPRESENTATION AND WARRANTIES

Company represents and warrants to Customer, and Customer represents and warrants to Company,

that: (a) it has the power and authority and the legal right to enter into the Agreement and to perform its obligations under the Agreement; (b) it has taken all necessary action on its part to authorize the execution and delivery of the Agreement; and (c) the execution and delivery of the Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its constitutive documents.

**6. FEES**

**6.1. Charges for the Services ("Fees")** shall be in accordance with the prices published on AWS Marketplace. Fees shall commence to accrue on the Services Commencement Date.

**6.2. AWS Marketplace** issues all invoices to Customer and Customer agrees to pay all Fees due directly to AWS Marketplace in accordance with the AWS Marketplace terms of use, as amended from time to time and published at <http://aws.amazon.com/marketplace>.

**6.3. All fees** exclude any value added tax (or other indirect taxes) legally payable on the date of the invoice, which shall be paid by Customer in addition, where applicable.

**7. TERM AND TERMINATION**

**7.1. The term** of this Agreement begins on the start of the subscription period and continues until the earlier of the expiration of the subscription period or termination in accordance with the terms of this Agreement. Customer may terminate this Agreement at any time by unsubscribing to the Services. Company may terminate this Agreement if Customer is in material breach of this Agreement and fails to cure the breach within ten (10) days of Company's written notice to Customer. This Agreement (including any rights granted to Customer under this Agreement) will immediately and automatically terminate without notice from Company if (a) Customer fails to make timely payment for the Services; or (b) Customer breaches Sections 3.1, 4.2 or 5 of this Agreement.

**7.2. Upon termination** of this Agreement, Company and Customer shall have no obligations to each other except as provided in this Agreement. Upon termination of this Agreement, Customer shall (a) pay all amounts due and owing to Company for Services up to and including the last day on which the Services are provided; and (b) Company shall remove all the Customer Content from the Cloud. The rights and obligations of both Parties, which by their nature would continue beyond the termination of this Agreement (including, without limitation, those relating to confidentiality, payment of the Fees, limitations of liability and indemnification), shall survive such termination.

**8. INDEMNITY**

**8.1. Company** shall indemnify, defend and hold Customer, its affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, liabilities, obligations, losses, damages, penalties, fines, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) resulting from any Third Party claims or suits arising solely out of any technology in the Services infringing intellectual property rights of Third Party.

**8.2. Customer** shall indemnify, defend and hold Company, its affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, liabilities, obligations, losses, damages, penalties, fines, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) resulting from or arising out of: (a) Customer's use of Services under this Agreement; or (b) Customer's breach of any material term under this Agreement; or (c) claims concerning infringement or misappropriation of third party rights by Customer in relation to the Customer Content.

**9. LIMITATION OF LIABILITY**

**9.1. Company** does not warrant or represent that the Services will be uninterrupted, error-free, or completely secure. However, Company will implement and maintain appropriate security measures and systems to ensure security and confidentiality of the Customer Content. Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of Customer Content and confidentiality of the Customer Content.

**9.2. To the extent** permitted by applicable law, Company disclaims any and all warranties not expressly stated in this Agreement, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Customer is solely responsible for the suitability of the Services chosen.

**9.3. Notwithstanding** anything to the contrary, Company, its officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other theory for any indirect, exemplary, incidental, special or consequential damages for any amounts that, together with amounts associated with all other claims, exceed the fees paid by Customer to Company for the Services under this Agreement in the twelve (12) months prior to the act that gave rise to the liability, in each case, whether or not Company has been advised of the possibility of such damages.

**10. CONFIDENTIAL INFORMATION**

**10.1. "Confidential Information"** means all information disclosed by one Party to the other, whether before or after the execution of the Agreement, that the recipient should reasonably understand to be confidential including proprietary technology, client or customer data, business information, marketing and sales programs, content, financial information, planning processes, but excluding any information which is independently developed by the non-disclosing Party as shown by such Party's written records, is or becomes generally available to the non-disclosing Party or the public other than through violation of the Agreement.

**10.2. Neither Party** shall use or disclose any Confidential Information of the other Party, except as expressly authorized by this Agreement or for performance of any services hereunder, and each Party shall protect all such Confidential Information using the same degree of care that such Party uses with respect to its own proprietary information.

**11. NOTICES** Notices to Company shall be sent by email to: [legal-support@amagi.com](mailto:legal-support@amagi.com) and notices to Customer may be sent by email to the email address provided at the time of subscription to the Services.

**12. MISCELLANEOUS**

**12.1. Governing Law and Jurisdiction** This Agreement shall be governed in accordance with the laws of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The courts of the State of New York shall have exclusive jurisdiction to determine any dispute or controversy arising under this Agreement.

**12.2. Non-Waiver** A Party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that Party's rights with respect to that provision or any other provision of the Agreement. A Party's waiver of any of its rights under the Agreement is not a waiver of any of its other

rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not. 12.4. Force Majeure Neither Party shall be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond that Party's control, including significant failure of the Internet, natural disaster, war, riot, terrorist activity, or any delay or deficiency caused by teleport, satellite or other third parties, or other events of a magnitude or type for which precautions are not generally taken in the industry. 12.5. Severability In the event any term of this Agreement is held unenforceable by a court having jurisdiction, the remaining part of the Agreement will remain in full force and effect, provided that the Agreement without the unenforceable provision(s) is consistent with the material economic incentives of the parties leading to the Agreement. 12.6. Relationship between the Parties The Parties are independent contractors and not partners or joint ventures. Neither Party is the agent of the other nor may neither Party represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive. Company may provide services to any person, including a competitor of Customer. 12.7. Assignment This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Each Party shall be permitted to assign, transfer or otherwise dispose of any of its rights or obligations hereunder, to any of its affiliates or successors in interest.