

**NAVISAVI
VIDEO CONTENT LICENSING
TERMS & CONDITIONS**

THIS VIDEO CONTENT LICENSE AGREEMENT (the “Agreement”) constitutes a binding agreement between NaviSavi, Inc. (“NaviSavi”) and the entity signing the Order Form, or other similar ordering document (“Order”) accepted by NaviSavi that references this Agreement (the “Licensee”). This Agreement includes all exhibits, appendices, or other addenda, including all Orders, that reference this Agreement, and incorporates any applicable terms or documentation published or provided by NaviSavi.

BACKGROUND

WHEREAS, NaviSavi is in the business of licensing certain audiovisual content;

WHEREAS, Licensee is in the business of providing its customers with access to audiovisual content through its one or more video distribution methods; and

WHEREAS, the parties hereto are desirous of licensing certain audiovisual content owned or controlled by NaviSavi to Licensee for use in connection with its service.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. Delivery of Licensed Content.

- a. Access. NaviSavi shall provide Licensee access to agreed upon video content titles and/or libraries according to an agreed-upon schedule set forth in the applicable Order. The videos identified in the Order will be transferred via a method of NaviSavi’s choice (i.e. Google Drive) at the frequency described in the Order.

2. Grant.

- a. Grant of Rights for Licensed Content. Subject to the terms and conditions herein, NaviSavi hereby grants to Licensee the following non-exclusive, non-transferable license rights in and to the Licensed Content within the Territory under NaviSavi’s Intellectual Property Rights:

(i) to use, host, reproduce, translate, and otherwise prepare Licensed Content for distribution through the Licensee Service;

(ii) to use, reproduce, translate, publicly perform and display any and all Licensed Content upon receipt thereof through the end of the Distribution

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Period in connection with the rights specified by and granted in the applicable Order, including all limitations set forth therein;

(iii) to create, tag, share, display and post and paid excerpts from Licensed Content based on platforms stated above;

(iv) to download and use Licensed Content within the permitted use set forth in the Order.

b. Prohibited Uses. You may not do anything with the Licensed Content that is not expressly permitted in the preceding section. For greater certainty, nothing in this Agreement grants the Licensee any of the following rights (the “Prohibited Uses”), which are strictly prohibited and expressly retained by NaviSavi:

(i) Resale, sub-licensing, assigning, gifting, or transfer of Licensed Content in source file form or the rights granted under this Agreement, including the foregoing activities in any way that is directly competitive with NaviSavi’s original distribution of the Licensed Content, is strictly prohibited. To the extent that source code is contained within the Licensed Content, to reverse engineer, decompile, or disassemble any part of such source code is strictly prohibited.

(ii) Making public or sharing Licensed Content in any way that allows others to download, extract, or redistribute Licensed Content as a standalone file (meaning just the content file itself, separate from the project or end use that is expressly permitted) is strictly prohibited. Similarly, Licensee may not incorporate the Licensed Content in any product that results in a redistribution or re-use of the Licensed Content or is otherwise made available in a manner such that a person can extract or access or reproduce the Licensed Content as an electronic file.

(iii) Use of the Licensed Content in pornographic, fraudulent, immoral, infringing, illegal, harassing, offensive, or defamatory material, as determined by NaviSavi or under applicable law, is strictly prohibited, including, without limitation, any use of Licensed Content that:

(i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, or to any animal;

(ii) may create a risk of any other loss or damage to any person or property;

(iii) may place any person depicted in the Licensed Content in a bad light or in a way that they may find offensive, including, but not limited to, the use of images: (a) in pornography, “adult videos” or the like; (b) in ads for tobacco products; (c) in ads or promotional materials for adult

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entertainment clubs or similar venues, or for escort, dating or similar services; (d) in connection with political endorsements; (e) in advertisements or promotional materials for pharmaceutical or healthcare, herbal or medical products, including, but not limited to dietary supplements, digestive aids, herbal supplements, personal hygiene or birth control products; and (f) uses that are defamatory, or contain otherwise unlawful, offensive or immoral content. You may not use Licensed Content containing the likeness of a person if such use implies that the person engages in any immoral or illegal activity or suffers from a physical or mental infirmity, ailment or condition;

(iv) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;

(v) may constitute or contribute to a crime or tort;

(vi) contains any information or content that NaviSavi deems to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;

(vii) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);

(viii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

(ix) contains any information or content that you know is not correct and current; or

(x) promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.

(iv) Falsely representing authorship and/or ownership of Licensed Content is strictly prohibited.

(v) Use any of the Licensed Content as part of a trade-mark, design-mark, trade-name, business name, or service mark, whether registered or not, is strictly prohibited,

(vi) Use of any Licensed Content identified as "Editorial Use Only", for any commercial, promotional, endorsement, advertising or merchandising use is strictly prohibited, unless stated in contract conditions. For clarification, in this Agreement "Editorial Use Only" of Licensed Content means use

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relating to events that are newsworthy or of general interest and expressly excludes any advertorial sections (i.e. sections or supplements featuring brand and/or product names or sections or supplements in relation to which you receive a fee from a third-party advertiser or sponsor).

(vii) Any other use that is not expressly permitted in Section 2(a) (Grant of Rights for Licensed Content) is strictly prohibited.

(viii) Audio clips or extracts may not be used as follows:

(i) as a musical theme;

(ii) in an audio-only capacity in which audio clips or extracts are the primary content;

(iii) remixed or otherwise altered, except that Licensee may engage in basic editing (e.g., setting start/stop points, determining fade-in/fade-out points, etc.); or

(iv) in a downloadable form available through the internet or otherwise including making it available via FTP, IRC, peer-to-peer file sharing services or the like.

c. Limited Right of Withdrawal. In the event NaviSavi receives a third-party claim against it concerning the Licensed Content, the NaviSavi Content or the rights granted herein, NaviSavi may, upon written notice to Licensee, hold back, suspend, or withdraw, or require Licensee to hold back, suspend or withdraw, any Licensed Content. To the extent Licensee is expressly identified in any such third-party claim, NaviSavi may provide written notice to Licensee and include relevant information relating to such claims, including, but not limited to, a copy of the third party's notice. Notwithstanding the foregoing, NaviSavi shall not use this provision to require the holdback, suspension, or withdrawal of any content for general purposes or to otherwise attempt to obviate the essential purpose of this Agreement.

d. Content Protection. Licensee shall ensure that any and all copyright notices, including watermarks, provided with and attached to Licensed Content remain intact and unchanged, unless otherwise expressly agreed in writing by NaviSavi.

3. Payment Terms.

a. Invoicing. For each Licensed Content licensed to Licensee, NaviSavi shall invoice Licensee for applicable fees at NaviSavi's then-applicable rates. Invoices shall be issued on an "Invoice Date" described therein.

b. Payment Terms. Amounts due and payable to NaviSavi under this Agreement shall be paid upfront for the service to start.

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4. Representations, Warranties and Indemnification.

- a. Mutual Representations and Warranties. Each party to this Agreement represents and warrants to the other party as follows: (i) that such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) that the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, does not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and (iii) that when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. By NaviSavi. In addition to the representations and warranties set forth herein, NaviSavi represents and warrants to Licensee as follows: (i) that it has and shall maintain all necessary rights to provide the licenses granted under this Agreement to Licensee (including all literary, artistic, musical, performance and/or Intellectual Property Rights); and (ii) that the licenses and rights granted under this Agreement to Licensee and Licensee's exercise of its rights with respect to Licensed Content as provided herein will not infringe in any manner any third-party rights, including Intellectual Property Rights. If such a claim is or is likely to be made, NaviSavi will, at its own expense and sole discretion, exercise one or the following remedies: (i) obtain for Client the right to continue to use the Licensed Content consistent with this Agreement; (ii) modify the Licensed Content so they are non-infringing and in compliance with this Agreement; (iii) terminate the applicable Order without liability for such termination other than the ongoing indemnity obligation hereunder. Licensee's sole remedy for breach of this Section 4(b) shall be NaviSavi's indemnification obligations under Section 4(c).
- c. Indemnification by NaviSavi. NaviSavi agrees, at its own expense, to defend (or at its option to settle), indemnify and hold harmless Licensee, its officers, directors, employees, representatives, and agents, from any damages or losses (including reasonable attorneys' fees, costs, and damages) to the extent arising from or relating to any claim, demand or allegation that the Licensed Content(s) infringes any third-party right, including any Intellectual Property Right in the Territory. Notwithstanding the foregoing, NaviSavi shall have no obligation of indemnification to the extent that any claim is based on or related to (i) any delivery or provision of the Licensee Service in violation of this Agreement, including in conjunction with any third party materials, content, product, data, hardware or software not provided by Licensee, (ii) Licensee's modification of or combination of the Licensed Content with other materials; and (iii) any content, data, hardware, software or other materials provided by or on behalf of Licensee or any third party.
- d. Indemnification by Licensee. Licensee agrees, at its own expense, to defend (or at

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its option to settle), indemnify and hold harmless NaviSavi and its officers, directors, employees, representatives, and agents from any damages or losses (including reasonable attorneys' fees) arising from or relating to (i) any third party claim that the Licensee Service, or derivative works or combination of NaviSavi content contained therein, infringes any third-party copyright or trademark within the Territory (excluding the exercise of the rights licensed under this Agreement); (ii) Licensee's gross negligence, intentional misconduct, or fraud.

- e. Notice and Control. Each party's indemnification obligations under this Section are hereby expressly conditioned on the following: (i) the party requesting indemnity ("Indemnified Party") provides the purported indemnifying party ("Indemnifying Party") with reasonably prompt notice of any such claim that does not materially prejudice the Indemnifying Party; and (ii) the Indemnified Party permits the Indemnifying Party to control the defense of such action, with counsel chosen by the Indemnifying Party (who will be reasonably acceptable to Indemnified Party); and (iii) Indemnified Party provides the Indemnifying Party with any reasonable information or assistance requested by the Indemnifying Party, at the Indemnifying Party's expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect to which the Indemnified Party is or could be indemnified hereunder unless such settlement either (a) includes an unconditional release of the Indemnified Party from all liability on all claims that are the subject matter of such proceeding or (b) is consented to in writing by the Indemnified Party (which consent shall not be unreasonably withheld).

- f. Disclaimer Of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NAVISAVI DOES NOT MAKE ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND NAVISAVI HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO THE NAVISAVI CONTENT, THE LICENSED SERVICE, OR OTHER PRODUCTS, CONTENT AND SERVICES SUBJECT HERETO, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN PARTICULAR AND NOT BY WAY OF LIMITATION, NAVISAVI DOES NOT WARRANT THAT ITS CONTENT WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION.

- g. Limitation of Liability. OTHER THAN WITH RESPECT TO CLAIMS ARISING FROM A BREACH OF SECTION 5.a) OR TO THE EXTENT ARISING UNDER LICENSEE'S INDEMNIFICATION OBLIGATION HEREUNDER, NEITHER NAVISAVI NOR ANY OF ITS AFFILIATES WILL BE LIABLE TO THE LICENSEE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR REVENUE, PROFITS, OR DATA, RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

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DAMAGES. IN NO EVENT SHALL NAVISAVI'S OR ANY OF ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF, FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY LICENSEE HEREUNDER. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE TERMS OF THE AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

5. Confidentiality.

- a. Confidential Information. “**Confidential Information**” means all information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”), whether in writing, orally or in any other form, that is designated, at or before the time of disclosure, as confidential, or provided or acquired under circumstances reasonably indicating that the information is confidential, including without limitation customer lists, business plans, technical data, product ideas, personnel, contract and financial information and other trade secrets. Confidential Information does not include information or material that (i) is now, or hereafter becomes, publicly known or available through no act or omission on the part of Recipient; (ii) is or was known by Recipient at or before the time such information was received from Discloser, as evidenced by Recipient’s contemporaneous records kept in the normal course of business; (iii) is furnished to Recipient by a third party that is not under an obligation of confidentiality to Discloser with respect to such information or material; or (iv) is independently developed by Recipient without use of or reference to the Confidential Information of Discloser, as evidenced by Recipient’s contemporaneous records kept in the normal course of business. Recipient agrees to regard and preserve Confidential Information as strictly confidential and, without the express prior written consent of Discloser, will not directly or indirectly disclose to any third party, or use for the benefit of anyone other than Discloser, Confidential Information. Recipient agrees that all information, documents, data and other tangible material pertaining to Confidential Information obtained from or through Discloser shall remain the property of Discloser. Recipient will be responsible for any breach of the confidentiality obligations of its officers, employees and advisors. The confidentiality obligations of this Section 5 shall survive the termination of this Agreement.
- b. Disclosure. Notwithstanding the foregoing, Confidential Information may be disclosed under the following circumstances: (i) to the extent that such disclosure is required by law, regulation or a governmental authority, provided that Recipient shall give prior notice of such compelled disclosure to Discloser to the extent legally permitted; (ii) to Recipient’s officers, employees and legal, accounting and/or business advisers, provided that such officers, employees and/or advisors have confidentiality obligations to Recipient at least as restrictive as those provided hereunder; and (iii) to prospective sublicensees, assignees and/or

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successors in interest, subject to the execution of a nondisclosure agreement containing the same substantive confidentiality obligations as required hereunder. Recipient must use all commercially reasonable efforts to minimize the amount of Confidential Information disclosed hereunder.

6. Term And Termination.

- a. Term. This Agreement and the licenses hereunder shall go into effect upon Licensee's purchase of license or download of any Licensed Content, and shall remain in effect for the purchased license term or until otherwise terminated pursuant to this Agreement (the "Term").
- b. Termination for Cause. In the event that one party commits any material breach of any of its obligations under this Agreement, the nonbreaching party shall give the breaching party written notice of such breach, specifying the nature of the breach claimed by the nonbreaching party. If, within thirty (30) days from receipt of such notice, the breaching party has not cured such breach, then the nonbreaching party may terminate this Agreement upon written notice to the breaching party. Notwithstanding the foregoing, NaviSavi may terminate this Agreement and the license granted hereunder immediately if Licensee violates Section 2 or engages in any of the Prohibited Uses, without refund.
- c. Effect of Termination. The applicable provisions of Sections 4, 5, 6, and 7 shall survive any termination or expiration of this Agreement. Upon termination, Licensee agrees to cease making the Licensed Content available through the Licensee Service and, upon request of NaviSavi, to promptly destroy or return to NaviSavi, at Licensee's sole expense, all copies (electronic or physical) of the Licensed Content in Licensee's possession or control.

7. General Provisions.

This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Agreement. This Agreement may be amended or waived only in writing executed by NaviSavi. This Agreement is binding on and ensures to the benefit of the parties and their respective successors and assigns. Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of NaviSavi. Any breach of this Agreement will cause irreparable harm to NaviSavi for which damages would not be an adequate remedy, and NaviSavi is entitled to injunctive relief with respect to any violation in addition to any other remedies. If any provision of this Agreement is declared void or unenforceable, then the provision is automatically amended to the minimum extent required to make it valid, legal, enforceable and nearest to the original intent, and the other provisions remain in full force and effect. The waiver of a breach does not operate as a waiver of any subsequent breach. All notices under this Agreement must be in writing and deemed to have been duly given (a) when delivered by hand; (b) one (1) day after delivery by receipted overnight delivery; or (c) three (3) days after being mailed by certified or registered mail, return receipt

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requested, with postage prepaid to the party to the address of the party to be noticed as set forth on page one of this Agreement or other address as last provided to the other party by written notice. Licensee must not use the name, logo, trademarks or trade names of NaviSavi in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining NaviSavi's prior written consent, which consent may be withheld at NaviSavi's sole discretion. This Agreement is governed in all respects by the laws of Nebraska without giving effect to any conflicts of laws principles that require the application of the law of a different state and without regard to any presumption or rule of law requiring its construction against the party drafting any part of this Agreement. The parties consent to the venue and personal jurisdiction of the federal or state courts in Douglas County, Nebraska as the exclusive forums for resolution of any dispute under this Agreement, and will not raise, and each waives, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in these counties. During the Term and for a period of two (2) years thereafter, NaviSavi may retain, upon prior written notice to Licensee, a nationally recognized independent auditor to review and audit Licensee's relevant records and processes, to confirm the performance of obligations under this Agreement including use and security of NaviSavi's Content. In performing this Agreement, the parties shall comply with all applicable laws and regulations. Nothing in this Agreement shall be construed so as to require the violation of any law, and wherever there is any conflict between any provision of this Agreement and any law, the law shall prevail, but in such event the affected provision of this Agreement shall be affected only to the extent necessary to comply with applicable law. No party to this Agreement shall be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to causes beyond its reasonable control, including, without limitation, acts of God, fires, earthquakes, strikes and labor disputes, acts of war, civil unrest, or statements or actions of any governmental authority, but any such delay or failure shall be remedied by such party as soon as is reasonably possible. Each party agrees that it shall, from and after the date of this Agreement, execute and deliver such other documents and take such other actions as may reasonably be requested to effect the transactions contemplated hereunder. Licensee and NaviSavi are acting hereunder as independent contractors. Licensee shall not be considered or deemed to be an agent, employee, joint venture or partner of NaviSavi. Licensee's personnel shall not be considered employees of NaviSavi, shall not be entitled to any benefits that NaviSavi grants its employees and shall have no authority to act or purport to act on NaviSavi's behalf. If any federal, state or local government agency, any court or any other applicable entity determines that any such personnel of Licensee is an employee of NaviSavi for any purpose, Licensee shall indemnify, defend and hold harmless NaviSavi, its officers and directors from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) associated with such determination. Licensee shall be responsible for the conduct of its personnel. Neither NaviSavi nor Licensee has the right, and shall not seek, to exercise any control over the other party. Each party shall be solely responsible for hiring, firing, promoting, demoting, rates of pay, taxes, benefits and other terms and conditions in regard to its own personnel. No party to this Agreement shall use the name or credit of any other party for any purpose whatsoever, nor shall it incur any obligation in the name of any other party. This Agreement may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument.

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8. Definitions.

For purposes of this Agreement, the terms below shall have the following meanings whenever capitalized:

“Distribution Period” shall mean, with respect to each Licensed Content, the time period during which Licensee has the right to exercise its licensed rights under this Agreement, which time period shall not exceed the Term. The Distribution Period shall terminate, without fault attributable to either party, if any such Licensed Content has become unavailable for distribution by any service provider within the Territory.

“Intellectual Property Rights” shall mean all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing, whether NaviSavi owns or controls such rights or has licensed such rights from any third party owning or controlling such rights.

“Licensed Content(s)” shall mean any NaviSavi Content selected by Licensee for inclusion in the Licensee Service.

“Licensee Service” shall mean Licensee’s proprietary electronic media content delivery service through a closed IP network, including without limitation said delivery of media content through an authorized device.

“NaviSavi Content” shall mean any and all visuals, videos (whether short-form or otherwise), audio samples, and other audio-visual content, or set of such content, owned or controlled by NaviSavi that is now or hereafter becomes available for electronic distribution.

“Territory” shall mean the territory set forth in the Order.

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