

This **Terms of Streaming Service Agreement** (the "**Agreement**" or "**Terms of Service**") is made between All Mobile Video, Inc ("**AMV**", "**AMVision**", "**we**", "**us**", or "**our**") and you, our customer ("**you**" or "**your**"). AMV provides live streaming services through our owned-and-operated websites, applications, satellite earth stations and embeddable video players (collectively, the "**Services**"). This Agreement governs your use of our Services.

1. Acceptance

By purchasing and using our Services, you accept this Agreement and consent to contract with us electronically.

If you are an entity other than a natural person, the person who registers the account or otherwise uses our Services must have the authority to bind the entity. In this context, "you" means both the entity and each person who is authorized to access the account.

We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement.

2. Our Products and Services

Service License: Subject to the terms hereof, we grant you access to our Services. This includes the right to:

- Live stream videos that you have the right to view;
- Live stream videos, subject to your plan;
- Embed our embeddable video player on third-party websites; and
- Use all related functionality that we may provide.

We may change features from time to time. With your paid account, we commit to providing the core streaming features of your plan (including the bandwidth capabilities stated at the time of purchase) during your current service period.

Hardware: Sales of hardware are governed by our-General Terms and Conditions of Sales Policy.

3. Accounts

Registration: You may create an account to use certain features we offer (e.g., uploading or live streaming videos). To do so, you must provide an email address. You consent to receive notices from AMV at this email address.

Organizational Accounts: Corporate, governmental, and other organizational users must publicly display the legal name of their entity on their public account profile. If you are a government entity in the U.S., our Government Entity Addendum applies.

Add on Users: Certain subscription plans may allow you to grant other registered users ("**add on user**") access to the account. Both you and each add on user is deemed a party to this Agreement. You are responsible for the actions of your add on users and must monitor their access and usage.

Account Security: You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify us immediately.

4. Subscriptions Plans

Fees: You must pay all fees (plus any taxes) during your subscription period and any renewal periods. Our fees may include a fixed monthly or annual fee plus variable fees for transactions or usage.

Refund Policy: Subject to the terms hereof, subscribers may cancel and receive a full refund of their initial purchase with **thirty (30) days** after purchasing an annual plan and **five (5) days** after purchasing a monthly plan.

Our refund policy does not apply to:

- Subscription renewals or migrations to other plans;

- Customers who have breached this Agreement

Automatic Renewal: To the extent permitted by applicable law, subscriptions automatically renew at the end of each subscription period unless cancelled beforehand. Monthly plans renew for 30-day periods. Annual plans renew for one-year periods. You must pay the annual or monthly fee (plus any taxes) when each renewal period starts. Unused storage, bandwidth, and other usage limits do not roll over.

5. Acceptable Use Policy

We allow you to live stream, (to "**submit**") content. You must ensure that your content, and your conduct, complies with the Acceptable Use Policy set forth in this **Section 5**.

5.1 Stream Security

AMV will NOT monitor your account content unless specifically requested to do so for the purpose of troubleshooting the AMVison device. AMV will NOT record any content streamed through your account. AMV will monitor your account usage to gauge its network performance and to optimize its network loading. Individual customer Data usage will not be shared with any outside party.

5.2 Copyright Policy

AMV will not record your content unless a specific requirement solution has been agreed to in writing in advance by both parties prior to an event

5.3 Content Restrictions

You may not stream any content that:

- Allow more than 10 simultaneous users to receive the live transmitting stream. Should more simultaneous users be required, AMV and Customer will agree to terms in advance in writing.
- Violates any applicable law.

5.4 Code of Conduct

In using our Services, you may not:

- Collect personal information about others;
- Access another's account without permission;
- Engage in any unlawful activity;
- Embed our video player on or provide links to sites that contain content prohibited by **Section 5.3**; or
- Cause or encourage others to do any of the above.

5.5 Prohibited Technical Measures

You will not:

- Except as authorized by law or as permitted by us: scrape, reproduce, redistribute, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures;
- Submit any malicious program, script, or code;
- Submit an unreasonable number of requests to our servers; or
- Take any other actions to manipulate, interfere with, or damage our Services.

6. Licenses Granted by You

As between you and AMV, you own and will retain ownership of all intellectual property rights in and to the content you stream. In order to allow AMV to stream your content, you grant AMV the permissions set forth below.

6.1 Your Video Content

By submitting a video stream, you grant AMV permission to:

- Stream the video to designated end users;
- Transcode the video (create compressed versions of your video file that are optimized for streaming);

6.2 Account Profile

You grant AMV permission to use your name, likeness, biography, trademarks, logos, or other identifiers used by you in your account profile for the purpose of displaying such properties to the website. You may revoke the foregoing permission by deleting your account.

6.4 Scope of Licenses

All licenses granted by you in this **Section 6**: (a) are non-exclusive, worldwide, and royalty-free; (b) include the right and license to copy, use, distribute, publicly perform, and display the licensed work for the purposes stated above; and (c) include all necessary rights and licenses to allow us to exercise our rights and perform our obligations. By granting these licenses, you waive any so-called "moral rights" that you may have. Nothing in this Agreement shall be deemed a license "condition" applicable to AMV; rather, any breach of a term by AMV hereof shall give rise to, at most, a claim for breach of contract only. All licenses granted herein are in addition to any other licenses that you may grant (e.g., a Creative Commons license).

7. Your Obligations

7.1 Representations and Warranties

For each piece of content that you stream through AMV, you represent and warrant that:

- You have the right to submit the content to AMV and grant the licenses herein;
- AMV will not need to obtain licenses from any third party or pay royalties to any third party with respect to the streaming;
- The content does not, and will not, infringe any third party's rights, including intellectual property rights and privacy rights; and
- The content complies with this Agreement and all applicable laws.

7.2 Indemnification

You will indemnify, defend, and hold harmless AMV and its subsidiaries, parents, affiliates, directors, officers, employees, and agents, from and against all third-party actions arising from: (a) the content you stream through the Services; and (b) allegations of actions or omissions by you that (regardless if proven) would constitute a breach of this Agreement.

8. Term and Termination

This Agreement begins when you receive shipment of the AMV InsightRT1 device and continues so long as you use our Service or have an account with us, whichever is longer. Paid accounts will continue for the subscription period and will renew in accordance with **Section 4** above.

If you breach this Agreement, AMV may, at its option: (a) terminate this Agreement immediately, with or without advance written notice; (b) suspend, delete, or limit access to your account or any content within it; and (c) to the extent permitted by applicable law, retain any amounts payable to you (which you forfeit). If AMV deletes your account for breach, you may not re-register.

In the event of any termination or expiration, the following sections will survive: **Section 7.2** (Indemnification), **Section 9** (Disclaimers), **Section 10** (Limitation of Liability), and **Section 11** (General Provisions).

9. Disclaimers

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Among other things, AMV makes no representations or warranties:

- That we will continue to support any particular feature or maintain backwards compatibility with any third-party software or device; or
- Concerning any third-party websites and resources.

10. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) AMV SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES; AND (B) AMV'S TOTAL LIABILITY TO YOU, EXCEPT FOR AMV'S CONTRACTUAL PAYMENT OBLIGATIONS HEREUNDER (IF ANY), SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO AMV OVER THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM(S) OR ONE HUNDRED DOLLARS (USD \$100), WHICHEVER IS GREATER.

11. General Provisions

Choice of Law: This Agreement will be governed by the laws of New York State and the United States of America (with respect to matters subject to federal jurisdiction such as copyright), without regard to principles of conflicts of law.

Choice of Venue; Jury Trial Waiver: Any action relating to this Agreement or your use of our Services must be commenced in the state or federal courts located in New York County, New York State, United States of America; you consent to the exclusive jurisdiction of those courts. IN ANY SUCH ACTION, AMV AND YOU IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

Reservation of Rights, Severability, Force Majeure: AMV reserves all rights not expressly granted herein. AMV's rights and remedies are cumulative. No failure or delay by AMV in exercising any right will waive any further exercise of that right. If any term of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that term will be limited or severed. AMV will not be liable for any delay or failure caused by a force majeure event.

Relationship: You and AMV are independent contractors of one another; neither party is an agent, partner, or joint venturer of the other. This Agreement binds the parties and their successors, personal representatives, and assigns. You may not assign this Agreement to any person whose account has been terminated by AMV or who is prohibited from registering; any such assignment will be void.

Third Parties: We may provide links to and integrations with websites operated by others. The website operator, not AMV, is solely responsible for the content thereof, and your use of each such website will be subject to its terms of service. We may disable integrations with any third party at any time, with or without notice. Except as expressly stated herein, nothing in this Agreement confers any right on any third party.

Entire Agreement: This Agreement constitutes the entire understanding of the parties and supersedes all prior understandings regarding the subject matter hereof and may not be modified except in accordance with **Section**

1 or in a document executed by authorized representatives of AMV. If you have a signed agreement with AMV, any conflicting term of that agreement will prevail over the terms hereof, but only as to the subject matter of that agreement.

Addenda: This Agreement incorporates the following documents (and no others) by reference:

- General Terms and Conditions, Limited Warranty, and Refund Policy
- Government Entity Addendum

Notices: You must send any notices of a legal nature to us by email or at:

All Mobile Video Inc.

Attention: Legal Department

221 W. 26th St.

New York, NY 10001